



City of Meriden, Connecticut

Purchasing Department

Invitation to Bid

For

ARPA- Women's Locker Room Renovations

Meriden, CT

B024-36

Bids Due: February 20, 2024 @ 11:30 AM

Purchasing Department

142 East Main Street, Room 210

Meriden, CT 06450

(203) 630-4115

LEGAL NOTICE

INVITATION TO BID

The City of Meriden is accepting sealed bids for:

B024-36ARPA- Women's Locker Room Renovations

The City of Meriden seeks the services of a qualified licensed and certified contractor to furnish labor and materials for interior and exterior renovations and modification of the Meriden Boys and Girls Club in accordance with the general conditions herein.

Bids shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department, on the City of Meriden website (www.meridenct.gov/business/bids-rfps/), and on the State of Connecticut Department of Administrative Services website (<https://webprocure.proactiscloud.com>). Bids will be accepted at the Purchasing Department, 142 East Main Street, Room 210, Meriden, Connecticut 06450 until **11:00 A.M. local, Eastern Standard Time on February 20, 2024** at which time they will be publicly opened and read aloud. Any bid received after the time and date specified shall not be considered.

A Non-Mandatory Pre-Bid Meeting will be held on Wednesday, January 31 @ 10:00 AM at Meriden Boys and Girls Club, 15 Lincoln Street Meriden, CT, 06451.T 06451.

The right is reserved to reject any or all bids, in whole or in part, to award any item, group of items, 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 its bid within sixty (60) days of the date of the bid opening.

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

This is an ARPA funded project and all contractors are required abide by all State and Federal Guidelines.

The City of Meriden is an Affirmative Action/Equal Opportunity Employer. Disadvantaged, minority, small, and women business enterprises are encouraged to respond.

Rawle Dummett
Purchasing Officer
City of Meriden, CT 06450-8022
Dated: January 4, 2024

CITY OF MERIDEN, CONNECTICUT

B024-36– ARPA- Women's Locker Room Renovations

INFORMATION TO BIDDERS

1. BIDDING PROCEDURES

Sealed Bids shall be submitted on the forms designated by the attached proposal bid forms. Bids will be received by the City of Meriden’s Purchasing Department, Room 210, City Hall, 142 East Main Street, Meriden, Connecticut, 06450-8022 until **11:30 a.m. on February 20, 2024** and thereafter immediately read in public (the “bid opening”).

2. BIDS

Bids are to be submitted on the attached proposal forms. Please submit two copies of the proposal forms and Bidder’s Qualification Statement. One shall be an original and one can be a copy. **Please submit one complete copy of your bid on a flash drive.**

BID WILL BE AUTOMATICALLY REJECTED FOR ANYONE SUBMITTING A SURETY OTHER THAN THOSE SPECIFIED.

- a. Bids must be made out and signed in the corporate, or other, name of Bidder, and must be fully and properly executed by an authorized person.
- b. The sealed envelope must denote the Bidder’s name and address in the upper left hand corner and the words “**BID DOCUMENT B024-36 ARPA- Women's Locker Room Renovations** to be opened at 11:30 a.m.” in the lower left hand corner.
- c. Bids received later than the time and date specified will not be considered.
- d. Amendments to or withdrawal of bids received later than the date and time set forth in the bid opening will not be considered.
- e. All prices must be in ink or typewritten. In the event of a bidder’s mathematical error in tabulating any bid prices, *the written unit prices shall govern.*

3. BIDDER QUALIFICATIONS

Bidders will be required to fill out, and include as part of its bid, any attached Bidder’s Qualification Statement.

In determining the qualifications of a bidder, the City of Meriden will consider the bidder’s record of performance in any prior contracts for construction work. The City of Meriden expressly reserves the right to reject a bid if the bidder’s historical performance, in the sole opinion of the City of Meriden, has been unsatisfactory in any manner or if the bidder has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors, suppliers, or employees.

4. EXAMINATION OF BIDDING DOCUMENTS

Bidders are to examine all documents and visit the site in order to make a thorough examination of the conditions so that the bidder may familiarize itself with all of the existing requirements, conditions, and difficulties that will affect the execution of the work in order to determine the amount of work necessary to carry out the true intent of the specifications and work shown on the drawings.

The City of Meriden and its agents do not have any responsibility for the accuracy, completeness, or sufficiency of any bid document obtained from any other source other than from the City of Meriden. Obtaining documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining documents from any other source may also result in failure to receive any addenda, corrections, or other revisions to the documents that may be issued.

No request shall be honored if such request is made less than seven (7) calendar days prior to the date fixed for the opening of bids. Any and all such interpretations, and any supplementary instructions, will be in the form of a written addenda to the specifications which, if issued, will be made available on the City of Meriden website (www.meridenct.gov) unless it is to change the date fixed for the opening of bids, not later than three (3) days prior to the date fixed for the opening of bids. Bidders are encouraged to check the website regularly for addenda. Failure of any bidder to receive any such addenda shall not relieve any bidder from any obligations under its bid as submitted.

Any questions about the bid document must be submitted in writing via email to meridenpurchasing@meridenct.gov. Any other format of question will not be answered.

5. BIDS TO REMAIN OPEN

No bidder may withdraw its 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 successful bidder.

6. AWARD OF CONTRACT

The Purchasing Officer reserves the right to make an award on the bid which, by the Purchasing Officer's judgment and recommendation from the Purchasing Department following bid evaluations, best meets the specifications and is deemed to be in the best interest of the City of Meriden.

The contract will not be awarded to any corporation, firm, or individual which/who is in arrears to the City of Meriden by debt or contract, or who is in default as security or otherwise by any obligation to the City of Meriden.

The right is reserved to reject any or all bids, in whole or in part, to award any item, group of items, 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.

7. BID PROTEST PROCEDURE

In the event that any bidder wishes to protest the potential award of a bid, or any procedure of act in the advertising or soliciting of the bids, said bidder must make said protest in writing, which shall state the reason therefore and request a conference with respect thereto. Said protest must be received in the City Purchasing Office within **FIVE (5)** business days after the delivery of bid results or decisions. A conference with respect to said protest shall be scheduled by the Purchasing Officer forthwith and shall be attended by him or his designee and such other persons as the Purchasing Officer and the City Manager shall require to attend. The subject matter of said conference shall be limited to the reasons for the protest specified in the written request for said conference. Said conference shall also include a discussion of all possibilities for a resolution of dispute. The City shall make a decision in writing within three (3) business days after said conference and forward the same to the protesting bidder forthwith. In the event that any protesting bidder wishes to take legal action against the City, they must fully comply with all of these instructions to bidders.

8. CITY OF MERIDEN, LOCAL PREFERENCE – N/A

9. EXTENSION OF AGREEMENT – N/A

10. TIME

Inasmuch as the contract concerns a public improvement, the provisions of the contract relating to the time of performance and completion of the work are of the essence of the contract. Accordingly, the successful bidder/contractor (“Contractor”) shall begin work on the day specified in paragraph 2.04 of the General Conditions and shall perform the work diligently so as to permit full use not later than the first day following the construction period established in the Contract. See paragraph 10 entitled “Liquidated Damages” of the Agreement between City of Meriden, as owner, and the Contractor.

11. SCHEDULE OF WORK

The Contractor shall schedule all work in a manner that will not disrupt City of Meriden operations. Once the work has begun, the Contractor shall work full-time until completion of the Contract.

12. TAXES

The City of Meriden is exempt under Connecticut General Statutes from the payment of the excise taxes imposed by the federal government and the Sales and Use Tax of the State of Connecticut; such taxes should not be included in the bid price. Upon request, exemption certificates will be furnished to the successful bidder.

13. FAIR EMPLOYMENT PRACTICES

The Contractor shall agree that neither it or its subcontractors, except in the case of a bona fide occupational qualification or need, to refuse to hire or employ or to bar or to discharge from employment any individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment because of the individual's race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability, including, but not limited to, blindness or status as a veteran. The aforementioned terms are obtained from Connecticut General Statutes Section 46a-60, *et seq.*, entitled "Discriminatory employment practices prohibited," as amended.

14. FORM OF AGREEMENT BETWEEN CITY OF MERIDEN AND CONTRACTOR

The Agreement for the work will be written on the Agreement between City of Meriden and Contractor, wherein the basis of payment is a stipulated sum.

15. LOCAL SUBCONTRACTORS, SUPPLIERS, etc.

Local subcontractors, material suppliers, and labor in the City of Meriden should be considered and sought out insofar as it is practical in the performance of this project.

16. CITY OF MERIDEN CODE OF ETHICS

The City of Meriden has adopted a Code of Ethics located in Chapter 21 of the Code of the City of Meriden, sections 21-1 through 21-15, inclusive, which are expressly incorporated herein by reference. The terms of the Code of Ethics shall constitute a part of any contract or agreement entered into by the City of Meriden as a result of this bid as if those terms were fully set forth in such contract or agreement.

Bidders are specifically advised that the Code of Ethics prohibits public officers and employees, as well as their immediate families and businesses, with which they are associated from participating in any transaction which is incompatible with the proper discharge of official duties or responsibilities. Bidders are also advised that the Code of Ethics contain provisions with respect to paid contractors and former employees and officials.

BIDDERS SHOULD NOTE THAT BIDS, CONTRACTS, AND AGREEMENTS ENTERED INTO OR AWARDED IN VIOLATION OF THE CODE OF ETHICS ARE VOIDABLE BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERIDEN.

Copies of the Code of Ethics may be obtained from the office of the City Clerk or may be found online on the City of Meriden's website.

17. NON-COLLUSION BID STATEMENT

Each bidder submitting a bid to the City of Meriden for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto the sworn Non-Collusive Bid Statement, to the effect that the bidder has not colluded with any other person, firm, or corporation in the submission of the bid.

18. SOIL CONDITIONS

The City of Meriden does not guarantee the accuracy of any information which it may have obtained as to the kind or condition of the soil that may be encountered in the performance of the proposed work; neither does the City of Meriden represent that the plans and specifications drawn are based upon any soil data so obtained. The City of Meriden does not make any representations as to the soil data so obtained. The City of Meriden does not make any representations as to the soil conditions to be encountered or as to foundation materials.

19. AWARD IN CASE OF A TIE

In the event there are two or more responsive bidders, the decision to award will be based by the following criteria and in the following order:

- a. The incumbent will be awarded the bid over that of another bidder.
- b. In the case of a multi-item bid, if one bidder has been awarded other items from the same bid and the other bidder has not, the bidder with the multiple awards will be awarded the bid over that of another bidder.
- c. The bidder located in the State of Connecticut will be awarded the bid over that of another bidder.
- d. The winner of a coin toss will be awarded the bid over that of another bidder.

The above-referenced provisions do not apply to those situations in which more than one City-based business responsible bidder has submitted bids not more than ten (10) percent higher than the lowest bid and has agreed to accept the award of the bid at the amount of the lowest bid. Under such circumstances, the provisions of the Code of the City of Meriden, section 3-14, are controlling, as set forth under Section 8 of this 'Information to Bidders.'

20. ASSIGNMENT OF CONTRACT

No contract may be assigned without the written consent of the Purchasing Officer or designee.

21. PERMITS

The Contractor shall be responsible for obtaining any and all necessary permits required by the City of Meriden prior to the commencement of work. The Contractor may contact the

City of Meriden Building Department for permit information at (203) 630-4091. For all other required permits, contact the City of Meriden Engineering Department at (203) 630-4018.

22. BID PRICE AND PAYMENT

The City of Meriden is exempt from the payment of the excise taxes imposed by the Federal government and the Sales and Use Tax of the State of Connecticut under Connecticut General Statutes; accordingly, such taxes shall not be included in the bid price.

The City of Meriden, unless stated otherwise in the bidding documents or Contract, will make payment to the Contractor not less than thirty (30) days following completion of services.

23. QUALITY

All materials, equipment, supplies, and services shall be subject to rigid inspection. If defective material, equipment, supplies, or services are discovered, the Contractor shall remove or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that any inspection by the City of Meriden will in no way lessen the responsibility of the Contractor or release Contractor from the obligation to perform and deliver to the City sound and satisfactory materials, equipment, supplies, or allow the cost to be deducted from any monies due it from the City of Meriden. All services will be performed in a workmanlike manner.

24. INSURANCE

The successful bidder shall be required to provide a Certificate of Insurance denoting general liability, automobile liability, workers compensation liability, and other coverage required by the City's Risk Manager.

25. CITY HALL CLOSING

If Meriden City Hall is closed due to inclement weather, or any other unforeseen event, bids will be due at the same time on the next business day that City Hall is open.

SCOPE OF WORK

The City of Meriden Invites Qualified Licensed Contractors to submit a bid to perform interior renovations and alterations to the Women's Locker Room located at 50 W Main Street Meriden CT 06451. This project is ARPA funded and contractors are required to comply with all State and Federal guidelines. Work on this project shall be in accordance with the general conditions provided herein.

- Replacement windows on primary, street-facing or any highly visible elevations of buildings of three stories or less must match the historic windows in all their details and in material (wood for wood and metal for metal).
- Replacement windows on the primary, street-facing or any highly visible elevations that are part of the base of high-rise buildings must match the historic windows in all their details and in material (wood for wood and metal for metal). The base may vary in the number of stories, but is generally defined by massing or architectural detailing.
- Replacement windows on the primary, street-facing or highly visible elevations of tall buildings above a distinct base must match the historic windows in size, design and all details that can be perceived from ground level. Substitute materials can be considered to the extent that they do not compromise other important visual qualities.
- Replacement windows on secondary elevations that have limited visibility must match the historic windows in size, configuration and general characteristics, though finer details may not need to be duplicated and substitute materials may be considered
- Replacement windows whose interior components are a significant part of the interior historic finishes must have interior profiles and finishes that are compatible with the surrounding historic materials. However, in most cases, the match of the exterior of a replacement window will take precedence over the interior appearance.
- Replacement windows in buildings or parts of buildings that do not fit into any of the above categories must generally match the historic windows in all their details and in material (wood for wood and metal for metal). Variations in the details and the use of substitute materials can be considered in individual cases where these differences result in only minimal change to the appearance of the window and in no change to the historic character of the overall building.

1. Minority owned business? _____ yes _____ no
2. Years organized. _____
3. Is your company a corporation _____ yes _____ no
If yes where incorporated? _____
4. How many years have you been engaged in business under your present firm name? _____
5. Former Firm Name (if any) _____
6. List total number of Personnel _____
7. Is any principal of your firm an employee or public official of the City of Meriden, or an immediate family member of an employee or public official of the City of Meriden? (Definition of immediate family includes: an individual's spouse, fiancé or fiancée; the parent, brother or sister of such individual or spouse; and the child of such individual or the spouse of such child.)
_____ yes _____ no
8. List Vehicles and Equipment that you will use to perform this work: (show age of vehicles and equipment, sizes, capacities, etc.)

9. List the work to be performed by Subcontractors and summarize the dollar value of each subcontract.

10. List the name and address of the more important contracts recently completed by you, starting the approximate gross cost for each, and the month and year completed:

11. General character of work performed by you _____

12. Have you ever failed to complete any contract awarded to you? If so, where and why?

13. Have you ever defaulted on a contract? If so where and why?

14. Have you ever filed bankruptcy: _____ Please explain: _____

15. Will you, upon request, furnish any information that may be required by the City of Meriden? _____
16. The undersigned hereby authorizes and request any person, firm or cooperation to furnish any information requested by the City of Meriden, in verification of the recitals comprising this Statement of Bidder’s Qualifications.

Dated this _____ day of _____, 20____
 day month year

 Name of Bidder

 Title

State of _____
 County of _____

_____ being duly sworn deposes and says that they are

Name _____ of _____
 title _____ name of organization
 and that the answers to the forgoing question and all statement therein contained are true and correct

Subscribed and sworn to before me
 this _____ day of _____, 20____
 day month year

 Notary Public signature

My commission expires _____

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

The Contractor shall, within ten (10) days from the date of the Notice of Award, furnish the City of Meriden with a **PERFORMANCE BOND** and a **LABOR AND MATERIAL PAYMENT BOND**, both in the amount of 100% of the amount bid, conditioned upon the performance of the Contractor on all undertaking, covenants, terms, and conditions and agreements of the contract. The bond shall be in the form of the specimen bonds annexed hereto, such bonds shall be executed by the contractor and a corporate bonding company licensed, authorized, and admitted to transact such business in the State of Connecticut and named on the current list of "Surety Companies acceptable on Federal Bonds", as published in the "Treasury Department" listed for an amount equal to the amount of the reinsurance. Written evidence of how any excess suretyship has been placed by the surety signing the bonds shall accompany the bonds. The expense of the bonds shall be borne by the Contractor. If at anytime a surety on any such bond is declared bankrupt or loses its right to do business in the State of Connecticut, or is removed from the list of Surety Companies acceptable on Federal Bonds, or for any other justifiable cause, the Contractor shall, within ten (10) days after notice from the City of Meriden to do so, substitute an acceptable bond(s) in such form and sum and signed by such other surety or sureties as may be paid by the Contractor. No payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable bond to the City.

If the Contractor is a partnership, the bonds shall be signed by each of the individuals who are partners; if a corporation, the bonds shall be signed in the correct corporation name by a duly authorized office, agent, or attorney-in-fact. There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the contract. Each executed bond shall be accompanied by 1) appropriate acknowledgements of the respective parties; 2) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer, or other representative of Contractor or surety; 3) a duly certified extract from by-laws or resolutions or surety under which Power of Attorney or other certificates of authority of its agent, officer, or representative was issued.

The Contractor hereby agrees and understands that a Notice of Award is expressly conditional upon the receipt of these bonds and a Certificate of Insurance naming the City of Meriden (and others as appropriate) as **ADDITIONAL INSURED**. If said documents are not received by the City of Meriden within ten (10) days from the date of Notice of Award, the City of Meriden reserves the right to withdraw its conditional acceptance of the bid and cancel the Notice of Award.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

(here insert full name and address or legal title of Contractor)

as Principal hereinafter called contractor and

(here insert full name and address or legal title of Surety)

As Surety, hereinafter called Surety, are held and firmly bound unto

(here insert full name and address or legal title of Owner)

As Obligee, hereinafter called Owner, in the amount of

Dollars \$ _____

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____

(here insert full name, address and description of project)

20____, entered into a contract with Owner for

In accordance with Drawings and Specifications prepared by

(here insert full name and address or legal title of Engineer/Architect)

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor, shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives, notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default of a succession of

defaults, under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this

day of

20

(Witness)

(Principal)

(Title)

(Surety)

(Witness)

(Title)

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

(here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and

(here insert full name and address or legal title of Surety)

As Surety, hereinafter called Surety, are held and firmly bound unto

(here insert full name and address or legal title of Owner)

As Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of _____ **Dollars \$**_____

For the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____

(here insert full name, address and description of project)

20 _____, entered into a contract with Owner for

In accordance with Drawings and Specifications prepared by

(here insert full name and address or legal title of Engineer/Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contact with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelop addressed to the Principal Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

day of

20

(Principal)

(Title)

(Surety)

(Title)

(Witness)

(Witness)

BID FORM

B024-011

ARPA- Women's Locker Room Renovations

Date of Opening: February 20, 2024
At 11 AM

To: Rawle Dummett
Purchasing Officer
142 East Main Street, Room 210
Meriden, CT 06450

The undersigned _____, doing business in the City/Town of _____, in the State of _____, herewith, after reading thoroughly the Specifications and other Bid documents (including if any addendum or addenda) submit the following proposal:

Lump sum price:

_____ Dollars & Cents
Written Amount

Receipt of Addenda is acknowledged:

No: _____ Dated: _____

No: _____ Dated: _____

NAME OF BIDDER _____

ADDRESS _____

BY: _____
Print or type name Title

SIGNATURE _____ DATE _____

TELEPHONE _____ E-Mail _____

PLEASE NOTE: All spaces must be filled in with figures or words or your bid may be automatically rejected.



Opportunity * Guidance * Support



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

STATUTE 31-55a

- SPECIAL NOTICE -

To: All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

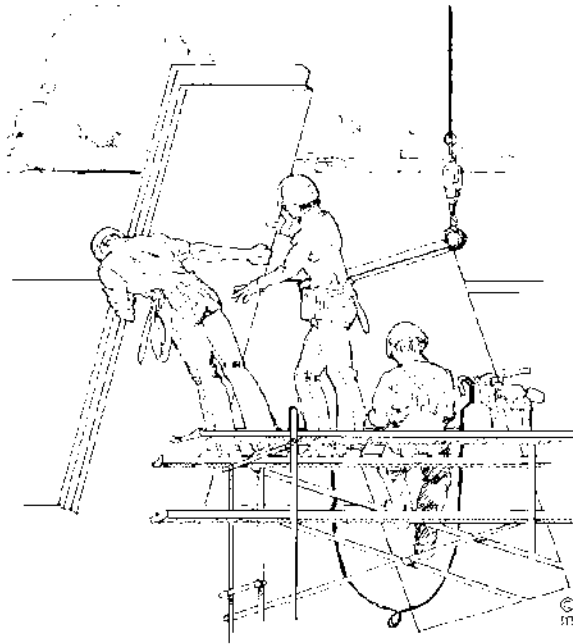
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached “Contracting Agency Certification Form” to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with
_____, located at _____,
project name and number address

shall be \$_____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

Return To: Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109

Date Issued: _____

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

November 29, 2006

Notice
To All Mason Contractors and Interested Parties
Regarding Construction Pursuant to Section 31-53 of the
Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

Information Bulletin ***Occupational Classifications***

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ***License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.**

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. **License required by Connecticut General Statutes: R-1,2,5,6.*

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal)).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ****License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ****License required, crane operators only, per Connecticut General Statutes.***

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

****License required per Connecticut General Statutes: F-1,2,3,4.***

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are required to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ****License required, drivers only, per Connecticut General Statutes.***

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

➤ *Any questions regarding the proper classification should be directed to:*
Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543.

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

⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators
(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

CITY OF MERIDEN, CONNECTICUT

B024-36 – ARPA- Women's Locker Room Renovations

AGREEMENT

This AGREEMENT, made as of this _____, 2024 by and between the City of Meriden, 142 East Main Street, Meriden CT 06450 (hereinafter the “City”) and _____ (hereinafter the “Contractor”).

WHEREAS, the City has issued a certain Invitation to Bid regarding Window Replacement; and

WHEREAS, the Contractor is in the business of providing such services, is the successful bidder, and has been awarded this Agreement.

NOW THEREFORE, the parties mutually agree as follows:

1. AGREEMENT OF THE PARTIES: The City hereby contracts for and the Contractor hereby agrees to perform the work as stated in the minimum specifications as required by the City at the locations requested.
2. SCOPE OF SERVICES: As per the bid proposal documents, incorporated by reference herein.
3. TERM: This Agreement shall begin _____ and end _____, unless extended or terminated.
4. PAYMENT: The City shall pay the Contractor in accordance with the bid proposal documents, incorporated by reference herein. Work performed without authorization will not be paid for.
5. AUDITS: At any time during normal business hours, and as often as maybe deemed necessary, the Contractor shall make available for examination of all records with respect to all matters covered by this Agreement and will permit authorized City, State, and/or Federal Officials to audit, inspect, examine and make excerpts or transcripts, from such records and to make audits of all contracts, invoices, payrolls, and other data relating to all matters covered by this Agreement.
6. INDEPENDENT CONTRACTOR: It is understood that the services of the Contractor shall be as an independent contractor and not as an employee of the City, and that persons employed by said Contractor providing services under this Agreement shall be the employees of the Contractor and not of the City.
7. INDEMNIFICATION: Contractor shall indemnify and save harmless City against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of City, and shall defend, indemnify and save harmless City from

any and all claims, demands, suits, actions or proceedings of any kind or nature including workers' compensation claims, of or by anyone in any way resulting from or arising out of the operations in connection with this Agreement, including operations of subcontractors and acts or omissions of employees or agents of contractor or his or her subcontractors. Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of Contractor under the terms of this Agreement. Contractor shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for his/her/its proper protection in the prosecution of the work. Contractor agrees that will well and truly save and indemnify and keep harmless the City against all liability, judgments, costs and expenses which may in any way come against owner, or which may in any way result from carelessness or neglect of contractor or its agents, employees or workmen in any respect whatever.

8. **INSURANCE:** The Contractor shall provide and maintain a Certificate of Insurance for the duration of this Agreement naming the City of Meriden as an ADDITIONAL INSURED and with the types and limits stated in the insurance requirements section. The Contractor agrees to provide Certificates of Insurance as requested by the City.

The contractor and its subcontractors shall comply with the Workers' Compensation Act of the State of Connecticut and shall provide compensation insurance to protect the Contractor, its subcontractors, and the City from and against any and all workers' compensation claims arising from performance of the Work under the Agreement. The City shall be furnished, prior to undertaking any work, copies of the certificate or certificates evidencing such insurance to be in effect.

9. **TERMINATION:** The City or the Contractor shall have the right, without cause, to terminate this Agreement within fifteen (15) days following the written notification to the other party to that effect by Certified Mail or personal delivery by agent, and upon the expiration of said fifteen (15) day period, this Agreement shall be null and void and all rights established herein shall end and terminate. It shall not be necessary for either party to state a reason for such termination.

10. **BID PROPOSAL DOCUMENTS:** The bid proposal documents are hereby incorporated by reference and made a part of this Agreement.

11. **DEFECTIVE WORK:** During a period of one year from and after the final acceptance of the work except as provided elsewhere in this Agreement, the Contractor shall, at its own expense, make all needed repairs or replacements due to defective work or materials which, in the judgment of the City, shall become necessary during this period. If within ten (10) days after the mailing of a written notice to the Contractor, or its agent, requesting repairs or replacement, the Contractor shall neglect to make or undertake with due diligence to make them, the City may make the repairs at the Contractor's expense; provided, however, that in the case of emergency where, in the judgment of the City, delay would cause serious loss or damage, repairs or replacement may be made without notice being sent to the Contractor, and the contractor shall pay the cost.

12. GUARANTEE: The Contractor shall further guarantee that the sidewalk repairs shall remain in good order and repair for a period of five (5) years from all causes arising from defective work and materials, and to make all repairs arising from these causes during this period without further compensation, and shall guarantee the sidewalks against defective work and materials, and shall keep them in good order and repair without further compensation for a period of two (2) years from and after completion and acceptance of them by the City. The determination of the necessity for the repair or replacement of sidewalks or any portion of them, shall rest entirely with the City, whose decision upon the matter shall be final and obligatory upon the Contractor.
13. CLEAN UP: The contractor shall remove and clean up all rubbish, debris, excess material, temporary structures, tools and equipment from streets, alleys, parkways, and adjacent property that may have been used or worked on by the Contractor in connection with the Work promptly as each section or portion is completed and ready for use, leaving the same in a neat and presentable condition. Payment of monthly or partial estimates may be withheld until this has been done to the satisfaction of the City. Final acceptance and payment for the entire project will not be made until this has been fully taken care of.

During the construction, the Contractor shall keep the site of the work and adjacent premises as free from material, debris, and rubbish as is practicable and shall remove this waste entirely and at once, if, in the opinion of the city, such material, debris, or rubbish constitutes a nuisance, a safety hazard or is objectionable in any way to the public.

Upon completion and before final acceptance of the work, the Contractor shall remove from the site of the work and adjacent premises all machinery, equipment, surplus materials, falsework, excavated and useless materials, rubbish, temporary buildings, barricades and signs, and shall restore the site to the same general conditions that existed prior to the commencement of its operations. The cost of final cleaning up will not be paid for under any specific scheduled item but shall be included in the prices bid for the various items, or included in the contract lump-sum price as the case may be.

The Contractor shall clean off all cement streaks or drippings, paint smears or drippings, rust stains, oil, grease, dirt, and any other foreign materials deposited or accumulated on any portion of its work, or existing work, due to its operations.

14. CHARTERS, LAWS, AND ORDINANCES: The Contractor shall at all times observe and comply with the provisions of the charter, ordinances and regulations of the City of Meriden and of state and federal laws, rules and regulations which in any manner limit, control, or apply to the actions or operations of the contractor, its subcontractors, or the subcontractors employees, agents or servants, engaged upon the work or affecting the materials supplied to or by them
15. CONTRACTOR'S DUTIES: The Contractor shall be responsible for the completion of the Work according to the bid proposal documents, and its responsibility shall not cease until the whole work contracted for is completed and accepted. The Contractor shall keep fully informed at all times regarding all details of the work. The Contractor shall be responsible for all delays that may result in failure to install the work in the proper manner and proper

time. It shall carefully study and compare all drawings, specifications, and other instructions and shall immediately report to the City any error or omission which the Contractor may discover, and shall subsequently proceed with the work in accordance with the instructions from the City concerning the error or omission. The Contractor shall furnish a competent and adequate staff as necessary for the proper administration, coordination and supervision of the work, organize the procurement of all the materials and equipment so that it will be available at the time they are needed for the work. The Contractor shall keep an adequate force of skilled workers on the job to complete the work in accordance with all requirements of the contract documents. Any employee who is considered incompetent or careless in his or her work shall be removed on demand of the engineer and replaced by a competent person.

16. LIQUIDATED DAMAGES. The Contractor acknowledges that time is of the essence for the Contractor to render its services and that the City will suffer financial loss if the Work is not completed within the times specified in paragraph 3 above. The Contractor acknowledges the expense and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for any delay (but not as a penalty), the Contractor shall pay the City TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) for each day that expires after the time specified in Section 3 for substantial completion until the Work is substantially complete. After substantial completion, if Contractor neglects, refuses, or fails to complete the remaining Work within the time specified in Section 3, Contractor shall pay the City TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) for each day that expires after the time specified in Section 3 for completion and readiness for final payment.

17. BLUE PENCIL PROVISION: In the event that any provision of this Agreement is unenforceable under applicable law, the validity or enforceability of the remaining provisions will not be affected. To the extent any provision of this Agreement is judicially determined to be unenforceable, a court of competent jurisdiction may reform any such provision to make it enforceable. The provisions of this Agreement will, where possible, be interpreted so as to sustain its legality and enforceability.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

CONTRACTOR:

_____ Date: _____

Duly Authorized

CITY OF MERIDEN:

_____ Date: _____

Emily E Holland, City Manager
Duly Authorized

MERIDEN POLICE DEPARTMENT LOCKER ROOM ALTERATION

**50 WEST MAIN STREET,
MERIDEN, CONNECTICUT 06450**

DECEMBER 28, 2023

**ANTINOZZI
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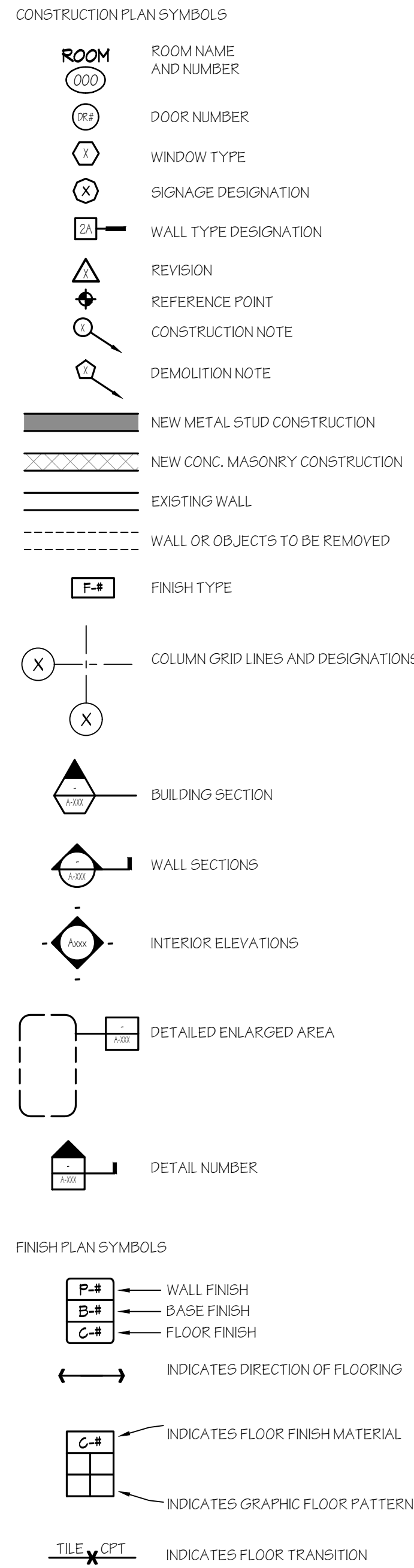
www.antinozzi.com

M/E/P ENGINEER

GENERAL DRAFTING & DESIGN, INC.

140 WASHINGTON AVENUE
NORTH HAVEN, CONNECTICUT 06473
Phone: (203) 239-6818

GRAPHICS LEGEND



ABBREVIATIONS

AB. ANCHOR BOLT	LG. INSULATED GROUND
ACT. ACOUSTICAL CEILING TILE	INSUL. INSULATION
A.F.F. ABOVE FINISHED FLOOR	INT. INTERIOR
AGGR. AGGREGATE	INT. INVERT
ALUM. ALUMINUM	JAN. JANITOR
ALT. ALTERNATE	J.O.H. JAMB OPENING HEIGHT
APPROX. APPROXIMATE	J.O.W. JAMB OPENING WIDTH
A.P. ACCESS PANEL	JT. JOINT
ARCH. ARCHITECTURAL	JST. JOIST
A.S. ALUMINUM SADDLE	KIT. KITCHEN
@ AT	LAB. LABORATORY
AVB AIR / VAPOR BARRIER	LAM. LAMINATE
BD. BOARD	LAV. LAVATORY
BIT. BITUMINOUS	L.C.C. LEAD COATED COPPER
BLDG. BUILDING	L.H. LEFT HAND
BLK.G. BLOCKING	L.V.R. LOUVER
B.M. BENCHMARK	L.P. LOW POINT
BM. BEAM	LT. LIGHT
BOV. BOTTOM	MAX. MAXIMUM
BRK. BRICK	MECH. MECHANICAL
B.U. BUILT UP	MEMB. MEMBRANE
CPT CARPET	MFR. MANUFACTURER
C CLEAN, CLOSER	M.H. MANHOLE
CAB. CABINET	MN. MINIMUM
C.B. CHALKBOARD	MISC. MISCELLANEOUS
CB CATCH BASIN	M.O. MASONRY OPENING
CAP. CAPACITY	M.S. MARBLE SADDLE
C.H. CABINET HEATER	MSY MASONRY
C.I. CAST IRON	MTL. METAL
CL CENTER LINE	MUL. MULLION
C.J. CONTROL JOINT	N.L.C. NOT IN CONTRACT
CLG. CEILING	NO. NUMBER
CLKG. CALKING	N.T.S. NOT TO SCALE
CLR. CLEAR	OCC. OCCUPANT(S)
C.M.U. CONCRETE MASONRY UNIT	O.C. ON CENTER
COL. COLUMN	O.D. OUTSIDE DIAMETER
CONC. CONCRETE	O.H. OVERHEAD
CONT. CONTINUOUS	OPG. OPENING
CRS. COURSE	OPP. OPPOSITE
C.S.B.C. CT STATE BUILDING CODE	ORD. OVERFLOW ROOF DRAIN
C & W CLEAN AND WAX	P. PAINT
C.T. CERAMIC TILE	P.T.D. PARTICLEBOARD
C.W. COLD WATER	P.L. PROPERTY LINE
DEG. DEGREE	P.L.A.M. PLASTIC LAMINATE
DET./DTL. DETAIL	PLAS. PLASTER
D.F. DRINKING FOUNTAIN	PLYWD. PLYWOOD
DIAG. DIAGONAL	P.S. PROJECTION SCREEN
DIA. DIAMETER	R. RISER
DISP. DISPENSER	R.A.D. RADIIUS
DN. DOWN	R.C.P. REINFORCED CONCRETE PIPE
DS. DOWNSPOUT	R.D. ROOF DRAIN
DUR. DURANODIC	REFR. REFRIGERATOR
DWG. DRAWING	REIN. REINFORCED
E. EPOXY	REQ'D. REQUIRED
EA. EACH	R.H. RIGHT HAND
E.J. EXPANSION JOINT	RM. ROOM
EL. ELEV. ELEVATION	R.O. ROUGH OPENING
ELEC. ELECTRICAL	R.V. ROOF VENT
ELEV. ELEVATION	R.W.L. RAIN WATER LEADER
EMER. EMERGENCY	S.C. SOLDER COURSE
E.P. ELECTRICAL PANEL	SCHED. SCHEDULE
EQ. EQUAL	SECT. SECTION
EQUIP. EQUIPMENT	S.F. SQUARE FOOT
E.W.C. ELECTRIC WATER COOLER	S.F.S.C. STATE FIRE SAFETY CODE
EXP. JT. EXPANSION JOINT	SHT. SHEET
EXT. EXTERIOR	SIM. SIMILAR
EXIST. EXISTING (BY OWNER)	SP. CAB. STANDPIPE CABINET
F.D. FLOOR DRAIN	SPEC. SPECIFICATION
FDN. FOUNDATION	SQ. OR ◻ SQUARE
F.E. FIRE EXTINGUISHER	S.S. STAINLESS STEEL
F.E.C. FIRE EXTINGUISHER CABINET	ST. STAIN
F.F. FINISH FLOOR	STD. STANDARD
FIN. FINISH	STL. STEEL
FLR. FLOOR	STRUC. STRUCTURAL
FLUOR. FLUORESCENT	SUSP. SUSPENDED
F.O.B. FACE OF BRICK	SYS. SYSTEM
F.O.C. FACE OF CONCRETE	T.B. TACKBOARD
F.R. FIRE RATED	TEMP. TEMPERED
F.R.P. FIBER REINFORCED PLASTIC	T.O.S. TOP OF STEEL
FT. FOOT OR FEET	T.O.D. TOP OF DECK
FTG. FOOTING	TR. TREAD
FURK. FURRING	T & B TOP AND BOTTOM
G.A. GAUGE	THK. THICK
GALV. GALVANIZED	TYP. TYPICAL
G.C. GENERAL CONTRACTOR	U.L. UNDERWRITERS LABORATORY
GL. GLASS	U.O.N. UNLESS OTHERWISE NOTED
GYP. BD. GYPSUM BOARD	VCT. VINYL COMPOSITION TILE
HC HANDICAPPED	V.L.F. VERIFY IN FIELD
HDFBD HIGH DENSITY FIBER BOARD	VERT. VERTICAL
H.M. HOLLOW METAL	W. WITH
H.O. HOLD OPEN (ELECTRO MAGNETIC)	WASH. F. WASH FOUNTAIN
H.P. HIGH POINT	W.B. WHITEBOARD
HR. HOUR	W.C. WATER CLOSET
HT. HEIGHT	WD. WOOD
HVAC HEATING, VENTILATION AND AIR CONDITIONING	W/O. WITHOUT
H.W. HOT WATER	
I.D. INSIDE DIAMETER	

GENERAL NOTES

- ALL CONTRACTORS SHALL VISIT THE PROJECT SITE AND FAMILIARIZE THEMSELVES WITH ALL BUILDING AND WORKING CONDITIONS BEFORE SUBMITTING A BID.
- ALL CONTRACTORS TO BE RESPONSIBLE FOR KEEPING AREAS ADJACENT TO WORK AREA CLEAN AND FREE FROM ALL MATERIALS CONNECTED WITH ALTERATION/RENOVATION WORK. AREAS TO BE CLEANED AT THE END OF EACH WORK DAY.
- ALL SURFACES DISTURBED BY DEMOLITION & NEW CONSTRUCTION OPERATIONS SHALL BE PATCHED & REPAIRED TO MATCH & BLEND W/ EXISTING ADJACENT SURFACES UNLESS NOTED OTHERWISE.
- ALL CONTRACTORS SHALL VERIFY ALL DIMENSIONS IN THE FIELD AS REQUIRED BEFORE SUBMITTING SHOP DRAWINGS AND/OR PRIOR TO PERFORMING ALL WORK REQUIRED AS SHOWN ON THESE DRAWINGS. ALL DISCREPANCIES THAT MAY IMPEDE THE FINISHED PRODUCT OF THIS CONTRACT SHALL BE DISCUSSED WITH THE ARCHITECT BEFORE PROCEEDING WITH WORK.
- ANY CUTTING, PATCHING OR DEMOLITION FOR THIS PROJECT SHALL BE PERFORMED BY EACH CONTRACTOR AS REQUIRED.
- ALL WORK SHALL CONFORM TO EXISTING CODES, REGULATIONS, AND SEISMIC REQUIREMENTS, AND BE DONE IN A FIRST CLASS CRAFTSMANLIKE MANNER, ACCORDING TO GOOD CONSTRUCTION PRACTICES.
- ALL CONTRACTORS SHALL OBTAIN AND PAY FOR ANY PERMITS REQUIRED FOR HIS DISCIPLINE.
- ALL CONTRACTORS TO HAVE ADEQUATE INSURANCE AND SHALL SUBMIT PROOF OF SAME BEFORE STARTING WORK.
- ALL COLORS, MATERIALS, ETC., TO BE SELECTED BY OWNER AND ARCHITECT. SAMPLES TO BE SUBMITTED FOR APPROVAL IF ANY SUBSTITUTIONS ARE PROPOSED.
- IT IS RECOMMENDED THAT THE GENERAL CONTRACTOR ORGANIZE REGULAR PROJECT MEETINGS ON SITE WITH ALL SUBCONTRACTORS, OWNER, AND ARCHITECT BEFORE AND DURING CONSTRUCTION.
- FOR ALL ELECTRICAL WORK: POWER LOCATIONS AND REQ'TS. - SEE ELECTRICAL DRAWINGS INCLUDED IN THIS SET.
- ALL HVAC AND PLUMBING WORK SHALL BE COMPLETED BY THE MECHANICAL CONTRACTOR. ANY DISCREPANCIES OR ISSUES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR REVIEW.
- GENERAL CONTRACTOR SHALL COORDINATE ALL WORK INCLUDING ALL N.L.C. ITEMS THROUGHOUT PROJECT. CONTACTS FOR N.L.C. WORK SHALL BE PROVIDED BY OWNER. PRICING FOR PROJECT SHALL NOT INCLUDE N.L.C. ITEMS TYPICAL.
- CONTRACTOR TO CONFIRM STAGING AREAS WITH OWNER TO MINIMIZE THE DISTURBANCE OF DAILY BUILDING OPERATIONS AND TO PROTECT EXISTING SITE ELEMENTS (PAVEMENT, SIDEWALKS, LANDSCAPING, ETC.) FROM DAMAGE.
- ALL DIMENSIONS ARE TO FACE OF NOMINAL STUD, UNLESS OTHERWISE NOTED. ANY DIMENSION INDICATED AS "CLEAR" OR "FINISH" ARE CRITICAL DIMENSIONS FROM FACE TO FACE OF FINISHES AND MUST BE BUILT AS SHOWN.
- ALL CONTRACTORS ARE CONSIDERED PRIMARY FOR THEIR PARTICULAR DISCIPLINE; THE NOTES ABOVE APPLY TO ALL.
- DO NOT SCALE DRAWINGS, WRITTEN DIMENSIONS GOVERN. IN CASE OF DISCREPANCY, CONSULT ARCHITECT PRIOR TO PROCEEDING.
- EACH TRADE INCLUDING CONTRACTOR IS RESPONSIBLE FOR PROVIDING THEIR OWN EQUIPMENT REQUIRED TO PERFORM THEIR WORK. THIS INCLUDES: HAND TOOLS, SPECIALIZED TOOLS, LIFTS, SCAFFOLDS, ETC.
- CONTRACTOR WILL BE RESPONSIBLE FOR REMOVAL AND REINSTALL OF ALL BLINDS, CURTAINS, AND WINDOW SHADES.
- OWNER WILL BE RESPONSIBLE FOR PROVIDING CLEAR ACCESS TO WINDOW LOCATIONS IN THE BUILDING. REMOVAL OF FURNITURE, EQUIPMENT, AND MISC. ITEMS SHALL BE BY THE OWNER. SEE SPECIFICATIONS FOR ACCESS TIMES AND SCHEDULING REQUIREMENTS.
- ALL NEW DOOR FRAMES TO START 4" OFF PERPENDICULAR WALL UNLESS OTHERWISE NOTED.

DRAWING LIST

COVER	COVER
INFO-1	DRAWING LIST, GENERAL NOTES, ABBREVIATIONS, GRAPHICS LEGEND, & SITE LOCATION MAP
ARCHITECTURAL:	
D-101	DEMOLITION PLAN
A-101	CONSTRUCTION PLAN
A-201	REFLECTED CEILING PLAN
A-801	INTERIOR ELEVATIONS AND DETAILS
FI-101	FINISH PLAN
FI-901	FINISH LEGEND
MECHANICAL:	
M-1	MECHANICAL SPECIFICATIONS
P-1	FLOOR PLAN - PLUMBING REMOVALS
P-2	FLOOR PLAN - PLUMBING
FP-1	FLOOR PLAN - FIRE PROTECTION
HVAC-1	PARTIAL FLOOR PLAN - HVAC DEMOLITION
HVAC-2	PARTIAL FLOOR PLAN - HVAC
HVAC-3	SCHEDULES - HVAC
ELECTRICAL:	
E-1	ELECTRICAL REMOVALS AND SPECIFICATIONS
E-2	ELECTRICAL FLOOR PLAN

ANTINOZZI ASSOCIATES ARCHITECTURE + INTERIORS

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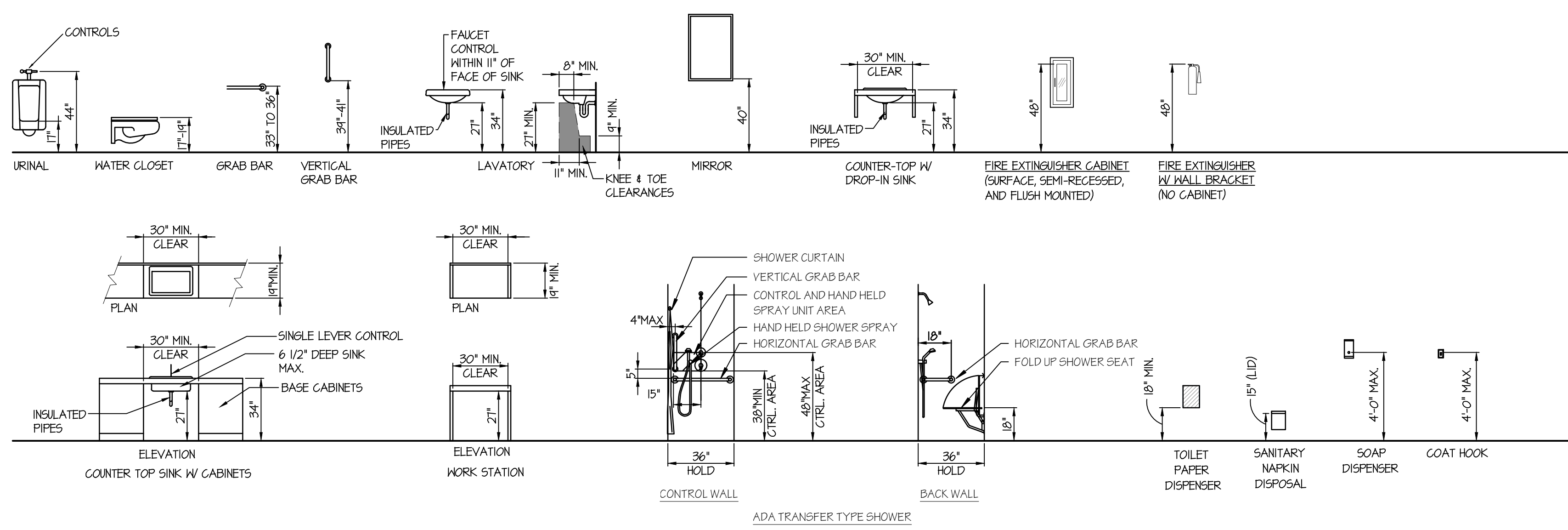
CONSULTANT:

REVISIONS

DATE	DESCRIPTION

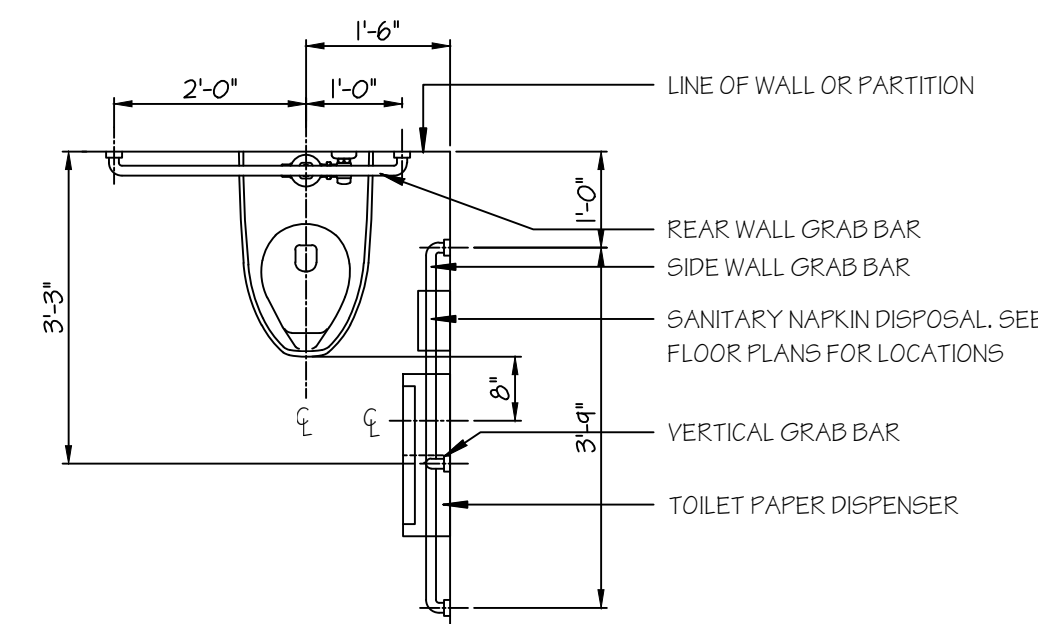
MERIDEN POLICE DEPARTMENT LOCKER ROOM ALTERATION
50 WEST MAIN STREET
MERIDEN, CONNECTICUT

MOUNTING HEIGHTS FOR HANDICAPPED ACCESSIBLE FIXTURES



THIS BUILDING IS DESIGNATED HANDICAPPED ACCESSIBLE.

- ALL PROGRAMS IN THIS BUILDING ARE ACCESSIBLE TO PERSONS WITH DISABILITIES:
- ALL ROOMS USED BY PERSONS WITH DISABILITIES HAVE ACCESSIBLE WORKSTATIONS.
 - SINKS FOR PERSONS WITH DISABILITIES HAVE PIPE PROTECTION.
 - ALL ACCESSORIES ARE MOUNTED 48 INCHES MAXIMUM ABOVE FINISH FLOOR.
 - THE ACCESSIBLE ELEMENTS ARE SIGNED WITH THE INTERNATIONAL SYMBOL OF ACCESSIBILITY.
 - THE BUILDING IS SIGNED WITH THE INTERNATIONAL SYMBOL OF ACCESSIBILITY.
 - THE ACCESSIBLE ROUTE HAS 36 INCH CLEARANCE THROUGHOUT (32 INCH CLEARANCE FOR DOORWAYS).
 - ALL ITEMS SHALL COMPLY WITH SECTION 504, REHABILITATION ACT 1973.
 - ALL DIMENSIONS ARE MEASURED FROM FINISHED SURFACES.
 - FOR SPECIFIC CHILDREN'S USE REQUIREMENTS SEE INDIVIDUAL DRAWINGS.



TYPICAL ACCESSIBLE TOILET LAYOUT

DRAWING LIST, GENERAL NOTES, ABBREVIATIONS, GRAPHICS LEGEND, SITE LOCATION MAP

SCALE:	DRAWN BY:	REVIEWED BY:
AS NOTED	AAC	PAL

INFO-1

DATE: DECEMBER 28, 2023
JOB NUMBER: 23038

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CERTIFICATION:

CONSULTANT:

REVISIONS:

<small>Δ</small>	<small>DATE</small>	<small>DESCRIPTION</small>

MERIDEN POLICE DEPARTMENT
LOCKER ROOM ALTERATION
50 WEST MAIN STREET
MERIDEN, CONNECTICUT

DRAWING TITLE:
**DEMOLITION PLAN
NOTES AND LEGEND**

<small>SCALE:</small> AS NOTED	<small>DRAWN BY:</small> AAC	<small>REVIEWED BY:</small> PL
<small>DRAWING NO.:</small>		

D-101

<small>DATE:</small> DECEMBER 28, 2023	<small>JOB NUMBER:</small> 23038
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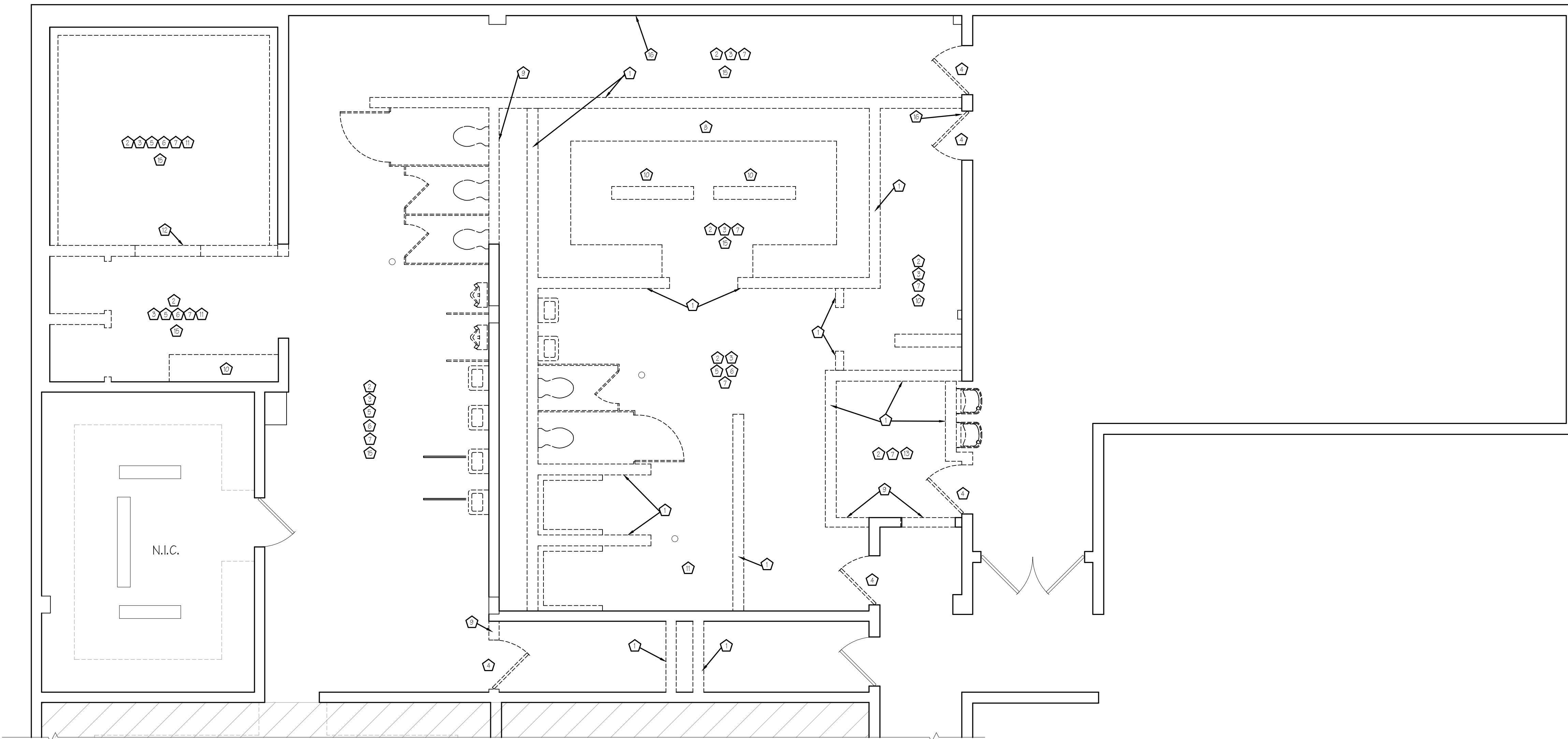
WALL LEGEND	
-----	EXISTING WALL OR OBJECT TO BE DEMOLISHED.
=====	EXISTING PARTITION WALL.

GENERAL DEMOLITION NOTES

- A. THESE NOTES ARE FOR INTENT PURPOSES ONLY. CONTRACTOR TO BE RESPONSIBLE FOR REMOVING ALL QUANTITIES OF ALL ITEMS AS REQUIRED TO COMPLETE THIS PROJECT AS SHOWN ON THE CONSTRUCTION DOCUMENTS.
- B. ALL SURFACES DISTURBED BY DEMOLITION & NEW CONSTRUCTION OPERATIONS SHALL BE PATCHED, REPAIRED AND BLENDED TO MATCH W/ ADJACENT SURFACES, U.O.N.
- C. ALL CUTTING, PATCHING & DEMOLITION REQUIRED BY ALL TRADES FOR THIS PROJECT IN NEW AND EXISTING AREAS SHALL BE PERFORMED BY THE CONTRACTOR.
- D. DISCONNECT OR DISABLE ALL AFFECTED UTILITIES PRIOR TO COMMENCING WORK. ALL ABANDONED UTILITY LINES (PLUMBING, ELECTRICAL, DATA, ALARM) SHALL BE CUT & CAPPED BELOW FLOOR LINE OR BEHIND WALL LINE. FLOOR OR WALL SHALL BE FINISHED TO MATCH EXISTING ADJACENT SURFACES.
- E. ANY UNUSED ELECTRICAL, SECURITY, OR OTHER SUCH JUNCTION BOXES OR CONTROL PANELS SHALL BE REMOVED.
- F. CONTRACTOR TO CONFIRM STAGING AREAS WITH OWNER TO MINIMIZE THE DISTURBANCE OF DAILY BUILDING OPERATIONS AND TO PROTECT EXISTING SITE ELEMENTS (PAVEMENT, SIDEWALKS, LANDSCAPING, ETC.) FROM DAMAGE.
- G. SEE MECHANICAL DRAWINGS FOR EXTENT OF MECHANICAL DEMOLITION.
- H. SEE ELECTRICAL DRAWINGS FOR EXTENT OF ELECTRICAL DEMOLITION.
- I. SEE PLUMBING DRAWINGS FOR EXTENT OF PLUMBING DEMOLITION.

DEMOLITION NOTES

- 1 REMOVE EXISTING BLOCK WALL
- 2 REMOVE EXISTING ACOUSTIC CEILING TILES/GYPSUM BOARD, GRID, LIGHTING, AND ASSOCIATED COMPONENTS.
- 3 EXISTING BLOCK WALL. SCRAPE TO REMOVE ALL LOOSE MATERIAL IN PREPARATION FOR NEW FINISH THROUGHOUT THE ENTIRE SPACE.
- 4 REMOVE EXISTING DOOR, FRAME & HARDWARE
- 5 REMOVE EXISTING PLUMBING FIXTURES - SEE PLUMBING DRAWINGS FOR DEMOLITION NOTES
- 6 REMOVE ALL EXISTING TOILET ROOM ACCESSORIES.
- 7 REMOVE EXISTING FLOOR FINISHES DOWN TO EXISTING CONCRETE SLAB. PREP/REPAIR AS REQUIRED FOR INSTALLATION OF NEW FLOORING.
- 8 REMOVE EXISTING LOCKERS
- 9 REMOVE PORTION OF EXISTING WALL. REFER TO A-101 FOR EXTENT OF REMOVAL.
- 10 REMOVE EXISTING BENCHES.
- 11 REMOVE EXISTING WALL TILE PREP/REPAIR AS REQUIRED TO RECEIVE NEW WALL FINISH.
- 12 REMOVE EXISTING CONCRETE STEP
- 13 REMOVE EXISTING EQUIPMENT
- 14 REMOVE EXISTING DRINKING FOUNTAINS
- 15 SAW CUT, REMOVE AND REPAIR PORTION OF FLOOR SLAB FOR NEW UNDERGROUND PIPING & FLOOR DRAINS. COORDINATE WITH M.E.P. DRAWINGS.
- 16 SAW CUT, REMOVE AND REPAIR PORTION OF MASONRY WALL FOR NEW PLUMBING PIPES. COORDINATE WITH M.E.P. DRAWINGS.



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

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CERTIFICATION:

CONSULTANT:

REVISIONS:
DATE DESCRIPTION

REVISIONS	DATE	DESCRIPTION

MERIDEN POLICE DEPARTMENT
LOCKER ROOM ALTERATION
50 WEST MAIN STREET
MERIDEN, CONNECTICUT

DRAWING TITLE:
CONSTRUCTION PLAN
NOTES AND LEGEND

SCALE: AS NOTED	DRAWN BY: AAC	REVIEWED BY: PL
--------------------	------------------	--------------------

DRAWING NO.
A-101

DATE:
DECEMBER 28, 2023

JOB NUMBER:
23038

WALL LEGEND

NOTE:
ALL METAL STUDS SHALL BE 25 GA. (MIN.) GALVANIZED STEEL AT 16" O.C.
ALL NEW WALLS TYPE "1" UNLESS OTHERWISE NOTED.

EXISTING PARTITION

1 NEW WALLS TO BE CONSTRUCTED OF 3 5/8" METAL STUDS @ 16" O.C. WITH 5/8" MOISTURE RESISTANCE GYPSUM BOARD ON BOTH SIDES. EXTEND TO DECK AND STRUCTURE ABOVE WITH SOUND ATTENUATION BLANKET FULL HEIGHT AND WIDTH.

2 NEW SHAFT WALLS TO BE CONSTRUCTED OF 3 5/8" METAL STUDS @ 16" O.C. WITH 5/8" MOISTURE RESISTANCE GYPSUM BOARD ON ONE SIDE. EXTEND TO DECK AND STRUCTURE ABOVE WITH SOUND ATTENUATION BLANKET FULL HEIGHT AND WIDTH.

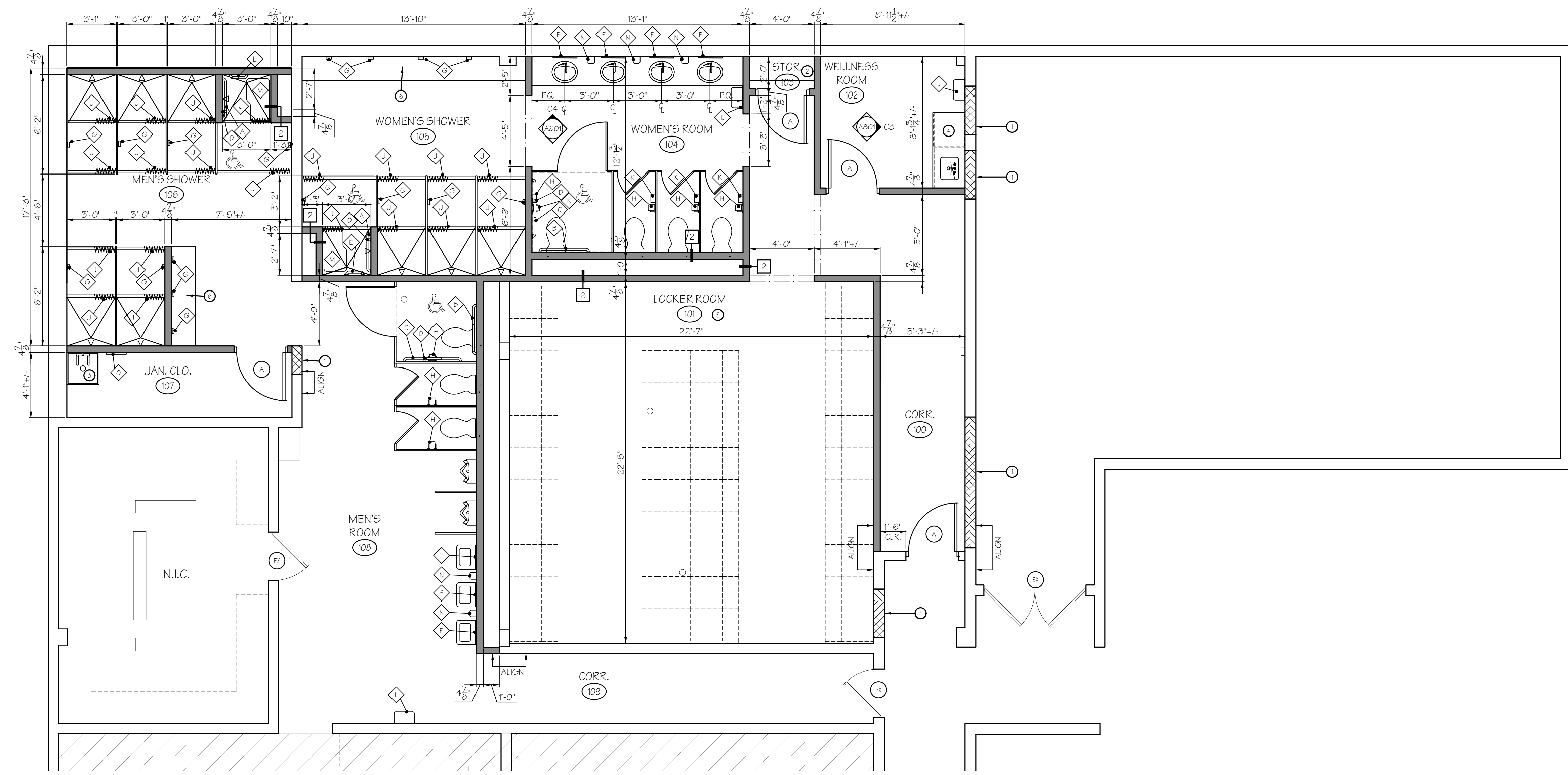
- CONSTRUCTION KEY NOTES**
- SHOWN AS: ○
- INFILL EXISTING CMU OPENINGS. NEW MASONRY SHALL BE TOOTHED INTO EXISTING AND SHALL MATCH THE ADJACENT CMU AND MORTAR.
 - ADJUSTABLE SHELVING - REFER TO DETAIL A4/A-801
 - MOP SINK - REFER TO PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION
 - UNDERCOUNTER REFRIGERATOR
 - METAL LOCKERS WITH INTEGRATED BENCH WITH POWER FOR USB OUTLETS
 - BUILT-IN BENCH. REFER TO DETAIL A2/A-801

- GENERAL DOOR AND HARDWARE NOTES**
- ALL HARDWARE SHALL MEET ADA STANDARDS. G.C. SHALL PROVIDE HARDWARE (U.O.N.), INCLUDING CONSTRUCTION CYLINDERS.
 - WOOD DOORS TO BE SOLID CORE W/ PLAIN SLICED MAPLE VENEER GRADE 'A' BOOK MATCHED, CLEAR FACTORY FINISHED TO MEET AWI TR6 MINIMUM U.O.N. COLOR TO BE APPROVED BY ARCHITECT.
 - PROVIDE 1/2" UNDERCUT ON ALL INTERIOR DOORS U.O.N.
 - PROVIDE DOMED FLOOR STOPS (WITH OR WITHOUT RISERS AS REQUIRED FOR FLOORING CLEARANCE) FOR ALL DOORS, U.O.N.
 - LEVER HARDWARE SETS SHALL MATCH BUILDING STANDARD.

- DOOR SCHEDULE**
- (A) NEW PAINTED 3'-0" x 7'-0" HOLLOW METAL DOOR AND FRAME. LEVER HARDWARE.
 - (EX) EXISTING DOOR

- GENERAL RESTROOM NOTES:**
- NOTE: THE FOLLOWING NOTES APPLY TO ALL AREAS OF REQUIRED WORK.
- REFER TO INFO-1 FOR ALL MOUNTING HEIGHTS FOR HANDICAPPED ACCESSIBLE FIXTURES.
 - PROVIDE BLOCKING AS REQUIRED PER TYPICAL MOUNTING HEIGHTS AT METAL STUD PARTITIONS.
 - FOR TYPICAL DIMENSIONS AT SINKS AND ACCESSIBLE TOILETS. SEE INFO-1 SHEET.

- ACCESSORY LEGEND**
- A 1 1/2" DIA. STAINLESS STEEL GRAB BAR - 30" LONG - BOBRICK B-6806.99X30
 - B 1 1/2" DIA. STAINLESS STEEL GRAB BAR - 36" LONG - BOBRICK B-6806.99X36
 - C 1 1/2" DIA. STAINLESS STEEL GRAB BAR - 42" LONG - BOBRICK B-6806.99X42
 - D 1 1/2" DIA. STAINLESS STEEL GRAB BAR - 18" LONG - BOBRICK B-6806.99X18
 - E 1 1/2" DIA. STAINLESS STEEL GRAB BAR - 12" LONG - BOBRICK B-6806.99X12
 - F 18" x 30" STAINLESS STEEL FRAMED MIRROR. TOP OF MIRROR BOBRICK B-283-1830
 - G ROBE HOOKS - BOBRICK B-7672
 - H SURFACE MOUNTED, MULTI ROLL TOILET PAPER DISPENSER
 - J HEADY-DUTY SHOWER CURTAIN ROD WITH CONCEALED MOUNTING AND VINYL SHOWER CURTAIN - BOBRICK B-6107
 - K SURFACE MOUNTED SANITARY NAPKIN DISPOSAL UNIT - BOBRICK B-270
 - L SURFACE MOUNTED PAPER TOWEL DISPENSER
 - M FOLD-UP ACCESSIBLE SHOWER SEAT - BOBRICK B-5193
 - N SURFACE MOUNTED SOAP DISPENSER
 - O MOP & BROOM HOLDER - BOBRICK B-224

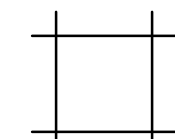

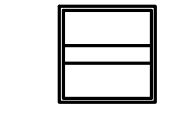
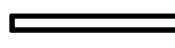


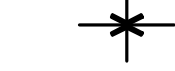
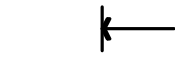


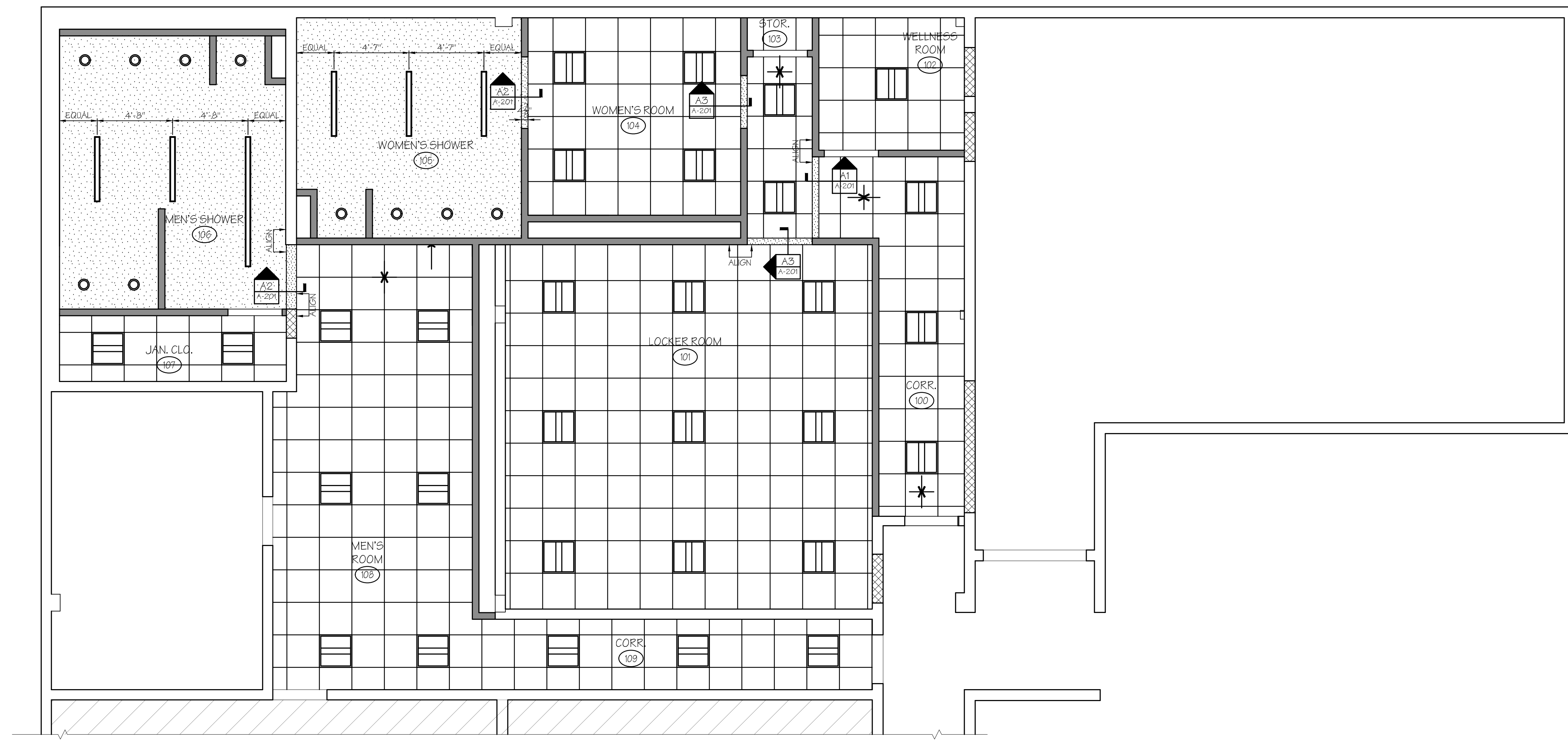
CONSTRUCTION PLAN
SCALE: 1/4" = 1'-0"

GENERAL CEILING NOTES

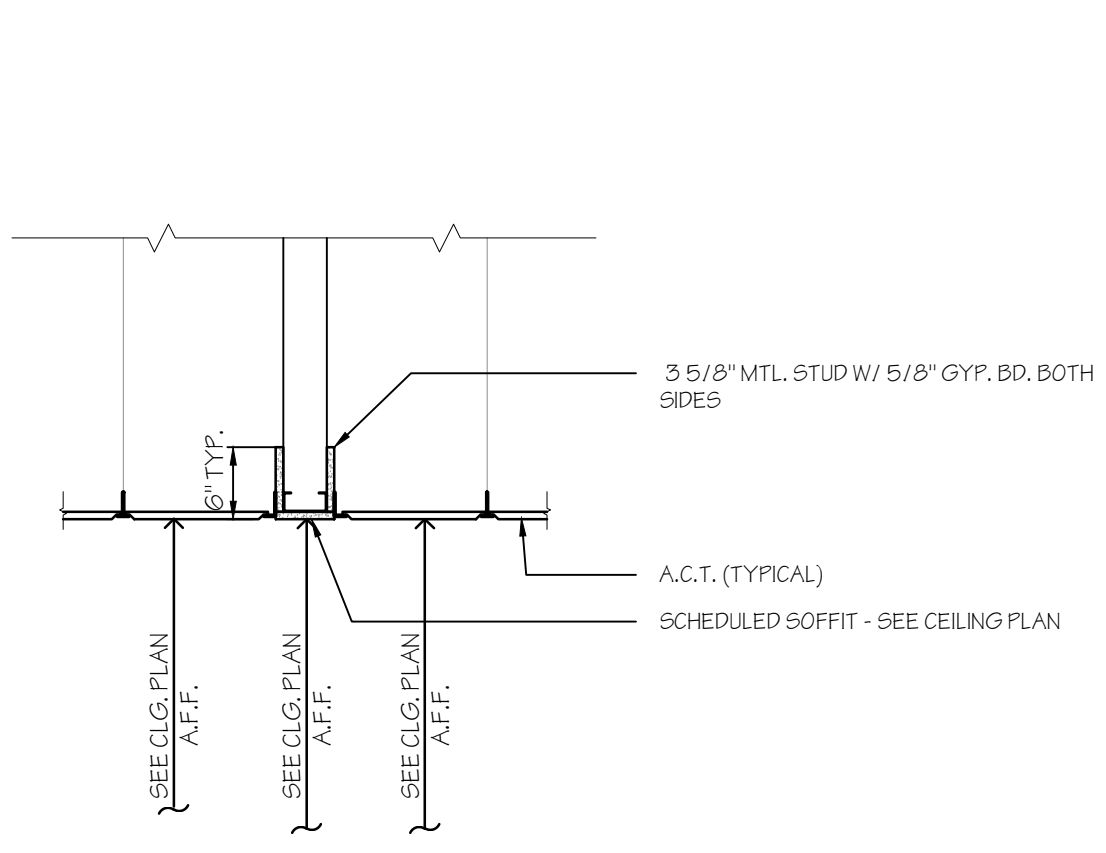
- A. REFER TO SPECIFICATIONS AND FINISH LEGEND FI-901 FOR CEILING TYPES AND FINISHES.
- B. ALL PERIMETER TILES THAT MUST BE CUT SHALL BE TEGULARIZED TO MATCH FACTORY CUT AS REQUIRED FOR TILE TO LAY LEVEL.
- C. ACOUSTICAL CEILING TILE SHALL NOT BE CUT LESS THAN 6". IN AREAS THAT THIS OCCURS ADJACENT CEILING TILES SHALL BE REPLACED WITH A 24" X 48" ACOUSTICAL CEILING TILE ELIMINATING ANY SMALL CUTS, REFER TO CEILING NOTES.
- D. ALL CEILING HEIGHTS SHALL BE 9'-0" U.O.N.
- E. ALL CEILINGS TO BE INSTALLED PER SEISMIC REQUIREMENTS.
- F. ALL LAY-IN CEILINGS SHALL BE CENTERED WITHIN ROOM OR SPACE UNLESS OTHERWISE INDICATED ON THESE DRAWINGS.
- G. COORDINATE LIGHTING LAYOUTS WITH ACTUAL CONDITIONS IN FIELD AND CONSULT WITH ARCHITECT IF LAYOUT REQUIRES CHANGES.
- H. ALL DOWNLIGHT FIXTURES SHALL BE CENTERED WITHIN ROOM, U.O.N.
- I. ALL GYPSUM BOARD CEILINGS & SOFFITS SHALL BE PAINTED (PT-3) FLAT FINISH, U.O.N.
- J. SURFACE-MOUNTED CEILING EQUIPMENT SHALL BE INDEPENDENTLY SUPPORTED BY HANGER WIRES UP TO CONCRETE DECK OR STRUCTURAL FRAMING ABOVE.
- K. ALL SPRINKLER HEAD CAP FINISHES SHALL BE WHITE.

CEILING SYMBOLS LEGEND

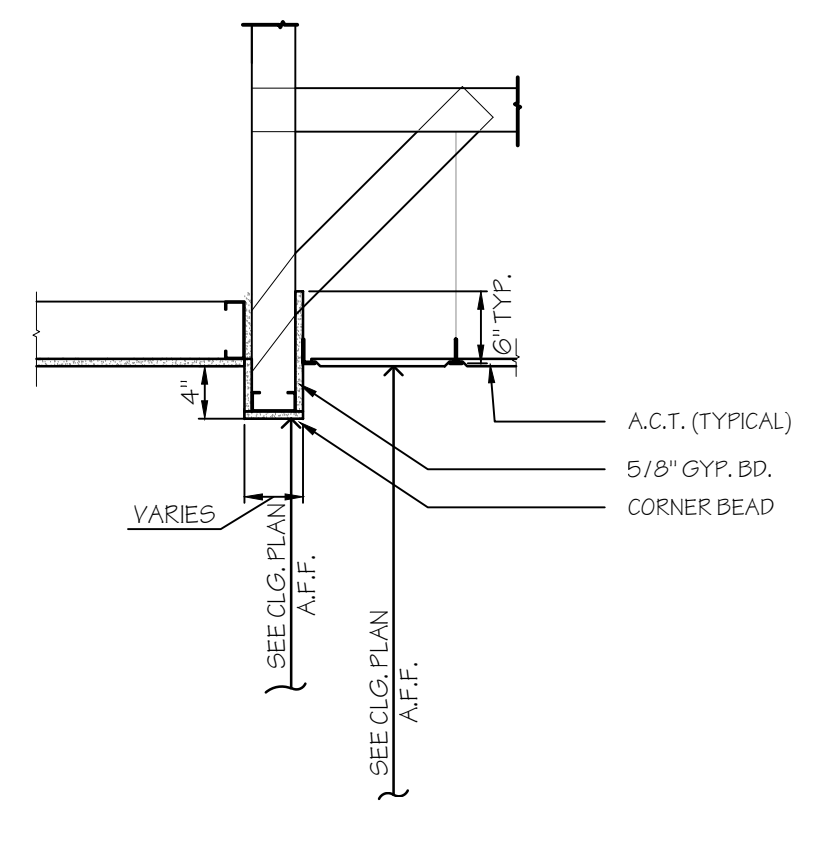
-  NEW CEILING GRID
-  GYPSUM BOARD SOFFIT
-  NEW 24" x 24" LED RECESSED FIXTURE
-  NEW LED LINEAR RECESSED FIXTURE
-  NEW LED RECESSED DOWNLIGHT FIXTURE
-  DENOTES CEILING HEIGHT
-  DENOTES CENTERING OF GRID OR CENTERING OF TILE
-  DENOTES EDGE OF GRID AND EDGE OF FULL TILE



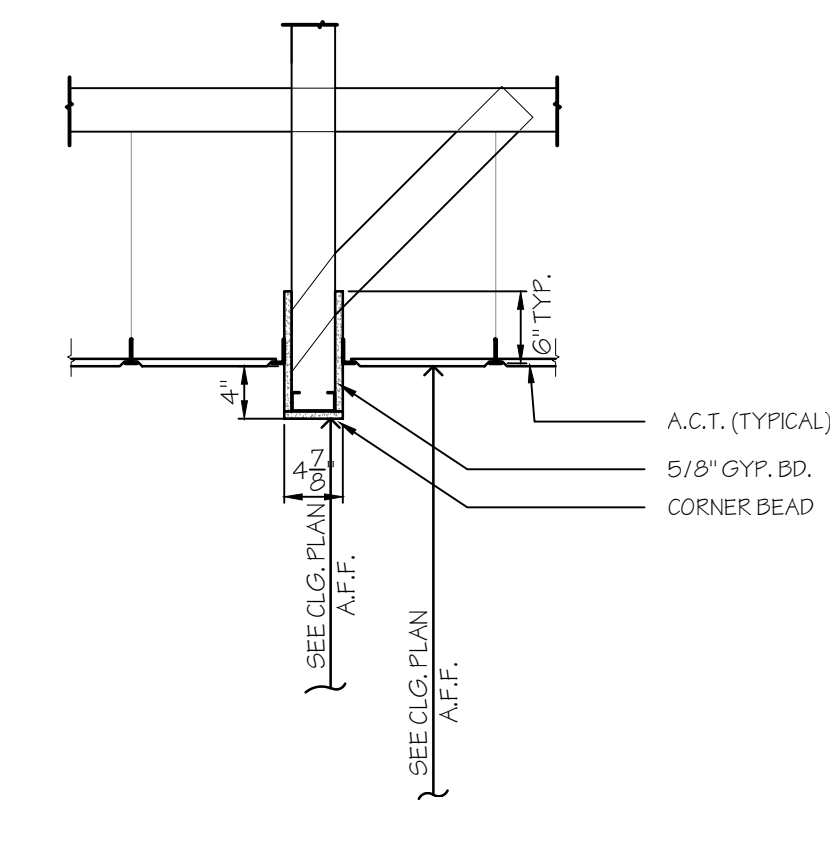
REFLECTED CEILING PLAN
SCALE: 1/4" = 1'-0"



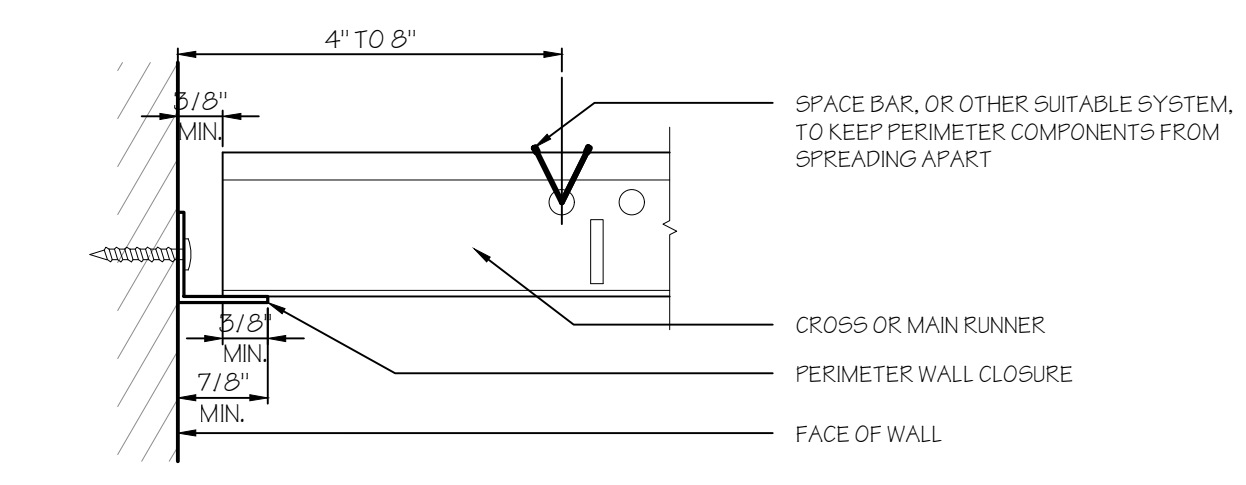
A1 SOFFIT DETAIL
SCALE: 3/4" = 1'-0"



A2 SOFFIT DETAIL
SCALE: 3/4" = 1'-0"



A3 SOFFIT DETAIL
SCALE: 3/4" = 1'-0"



A4 TYPICAL PERIMETER CEILING GRID - SEISMIC DETAIL
SCALE: N.T.S.

NOTE:
TREATMENT OF CROSS RUNNERS, MAIN RUNNERS, AND WALL CLOSURES AT TERMINAL ENDS

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CONSULTANT:

REVISIONS:

Δ	DATE	DESCRIPTION

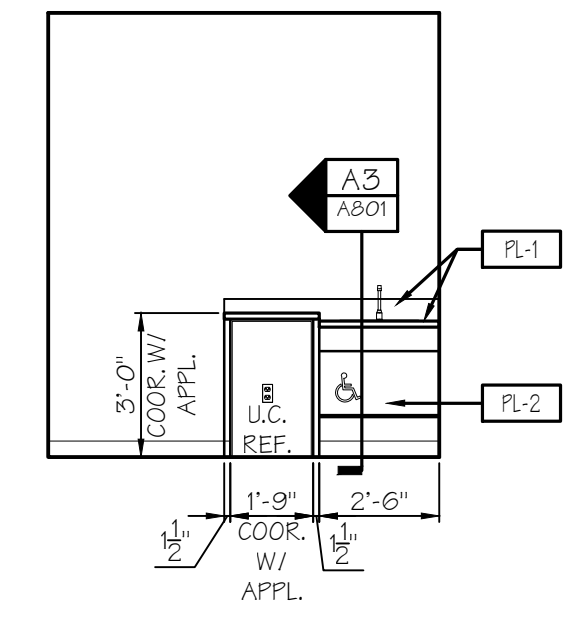
MERIDEN POLICE DEPARTMENT
LOCKER ROOM ALTERATION
50 WEST MAIN STREET
MERIDEN, CONNECTICUT

DRAWING TITLE:
INTERIOR ELEVATIONS AND DETAILS

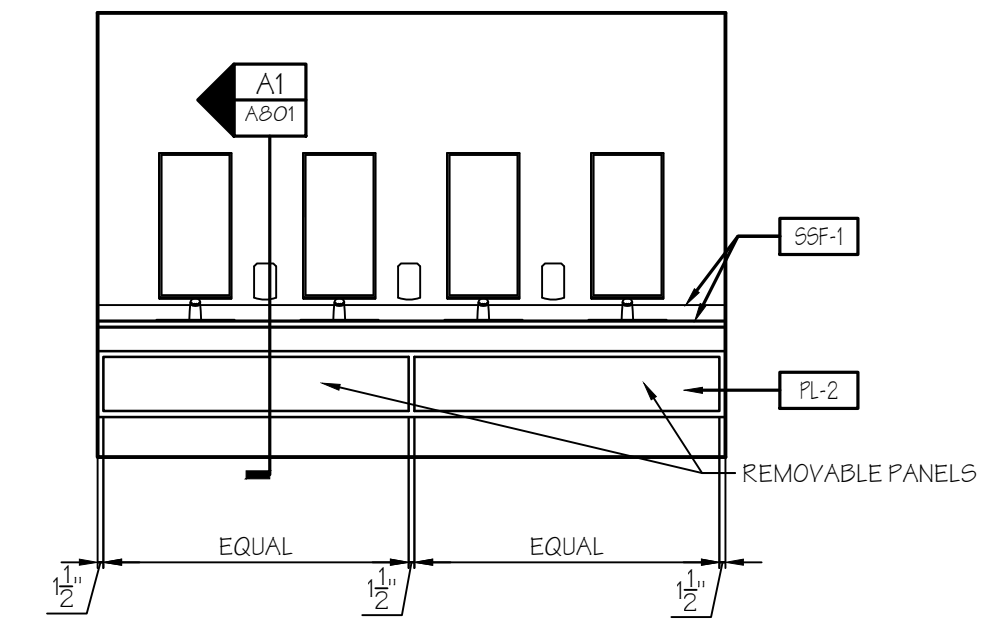
SCALE: AS NOTED
DRAWN BY: AAC
REVIEWED BY: PL

A-801

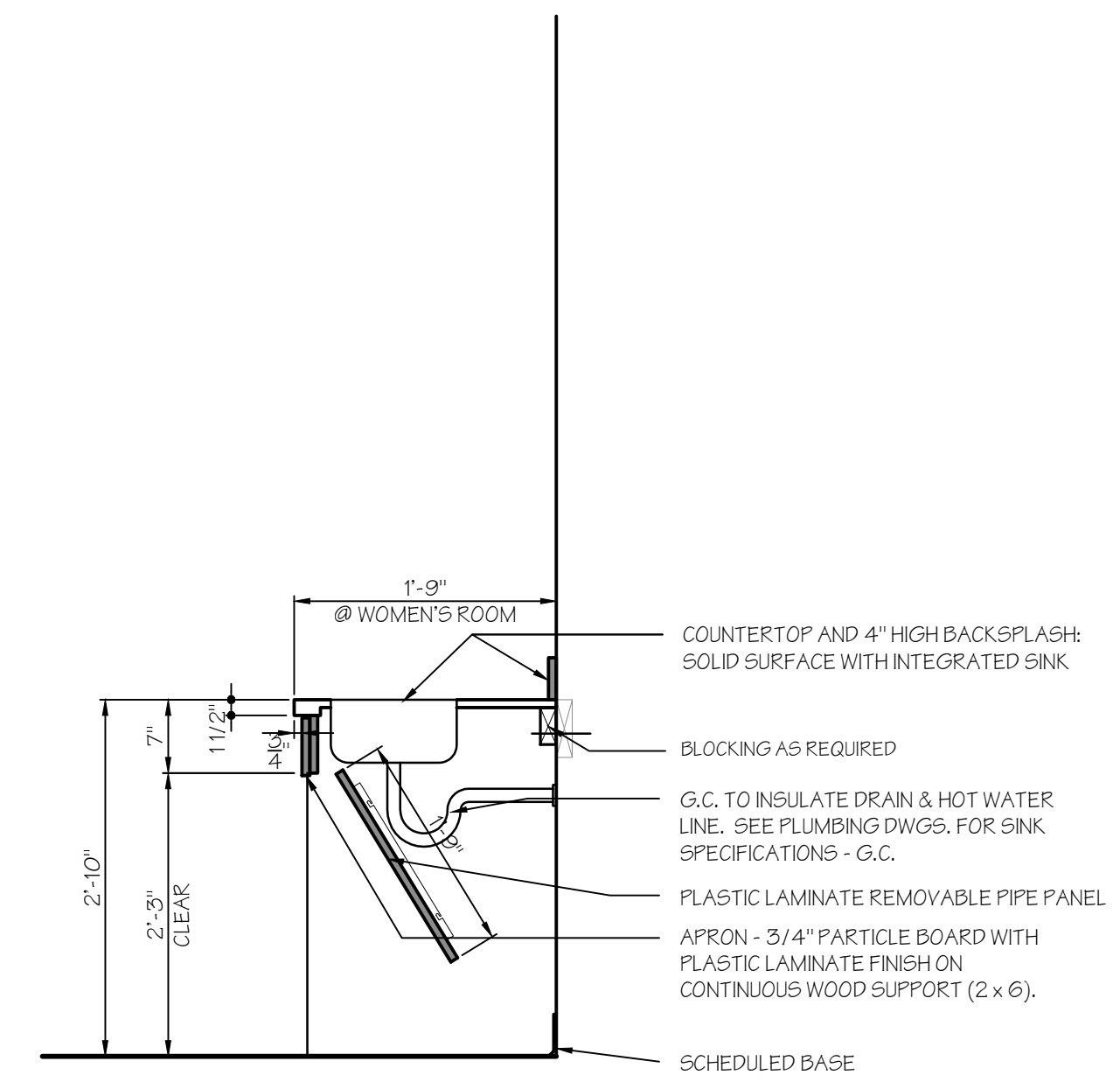
DATE: DECEMBER 28, 2023
JOB NUMBER: 23038



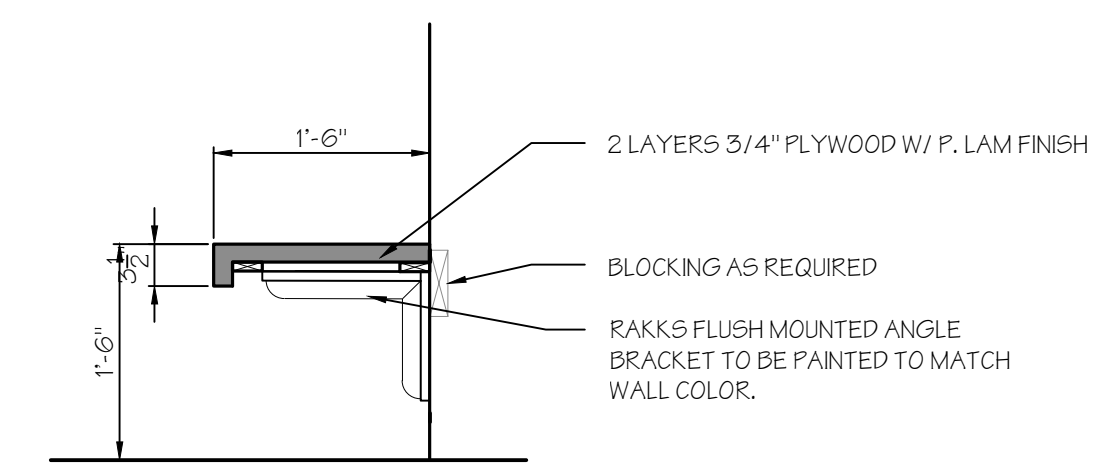
C3 INTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



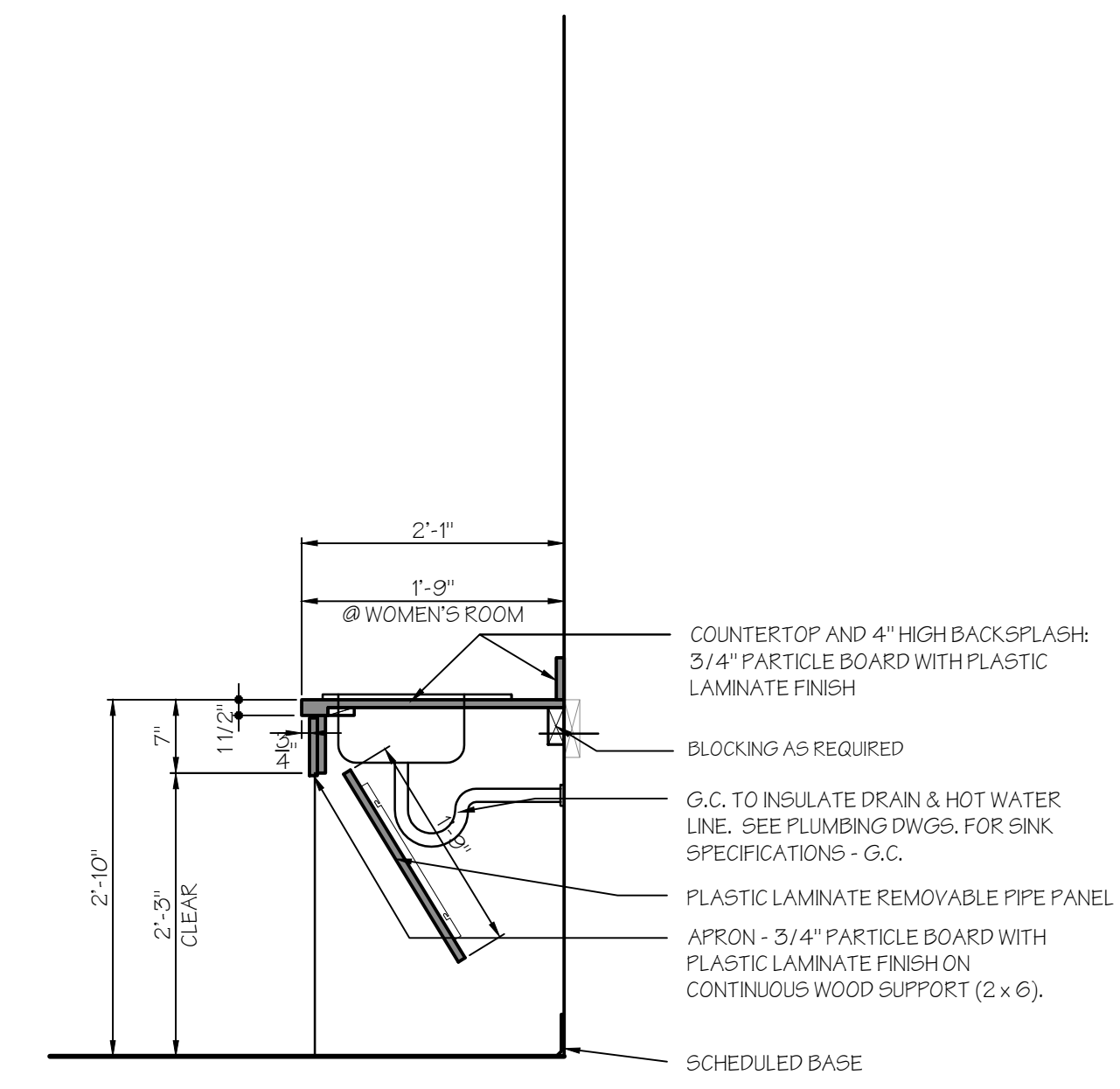
C4 INTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



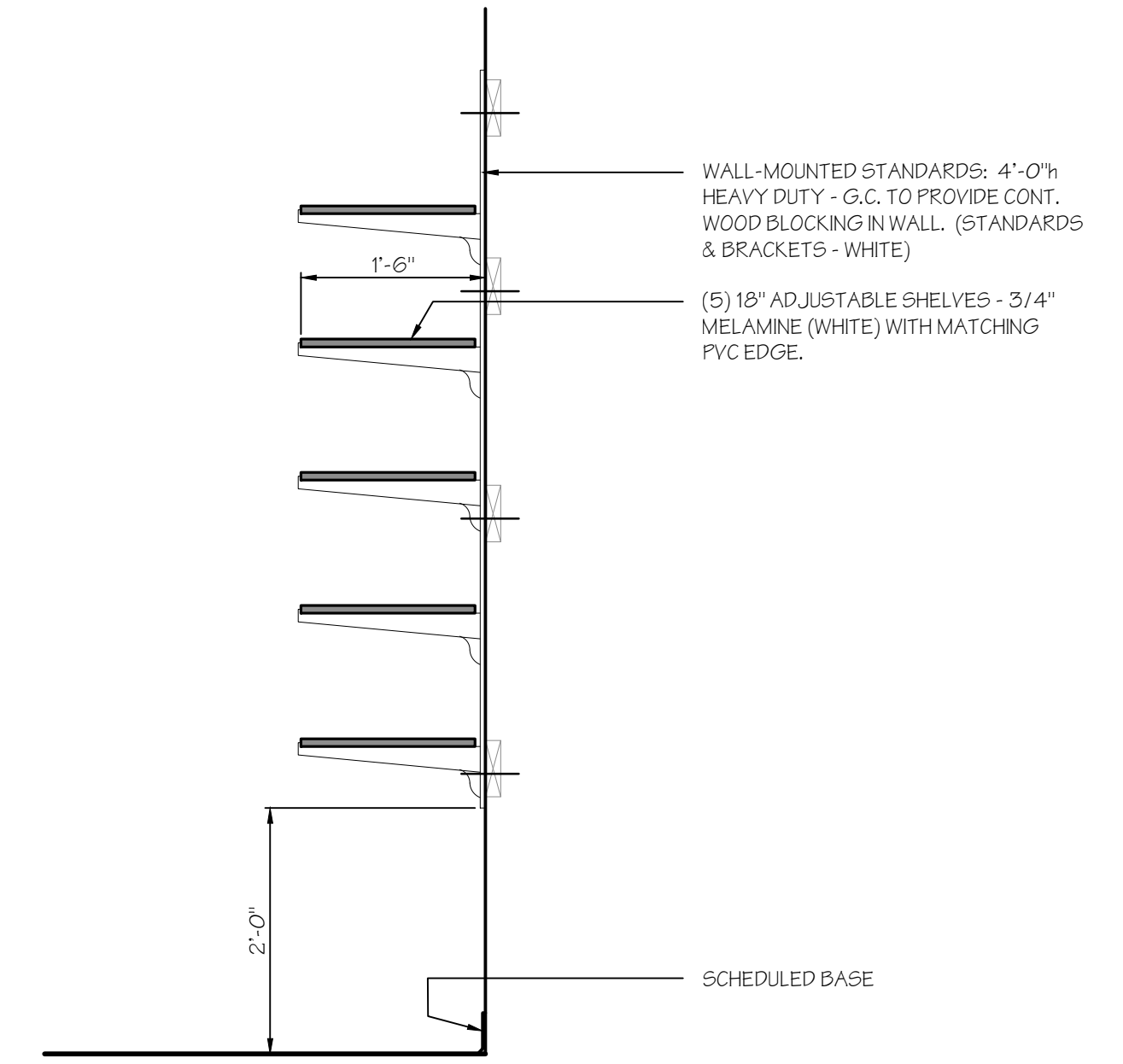
A1 MILLWORK - SECTION
SCALE: 3/4" = 1'-0"



A2 MILLWORK - SECTION
SCALE: 3/4" = 1'-0"



A3 MILLWORK - SECTION
SCALE: 3/4" = 1'-0"



A4 DETAIL SECTION OF ADJUSTABLE SHELVES
SCALE: 3/4" = 1'-0"

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CONSULTANT:

REVISIONS:
DATE DESCRIPTION

NO.	DATE	DESCRIPTION

MERIDEN POLICE DEPARTMENT
LOCKER ROOM ALTERATION
50 WEST MAIN STREET
MERIDEN, CONNECTICUT

DRAWING TITLE:
FINISH PLAN AND NOTES

SCALE: AS NOTED
DRAWN BY: AAC
REVIEWED BY: PL

DRAWING NO.:
FI-101

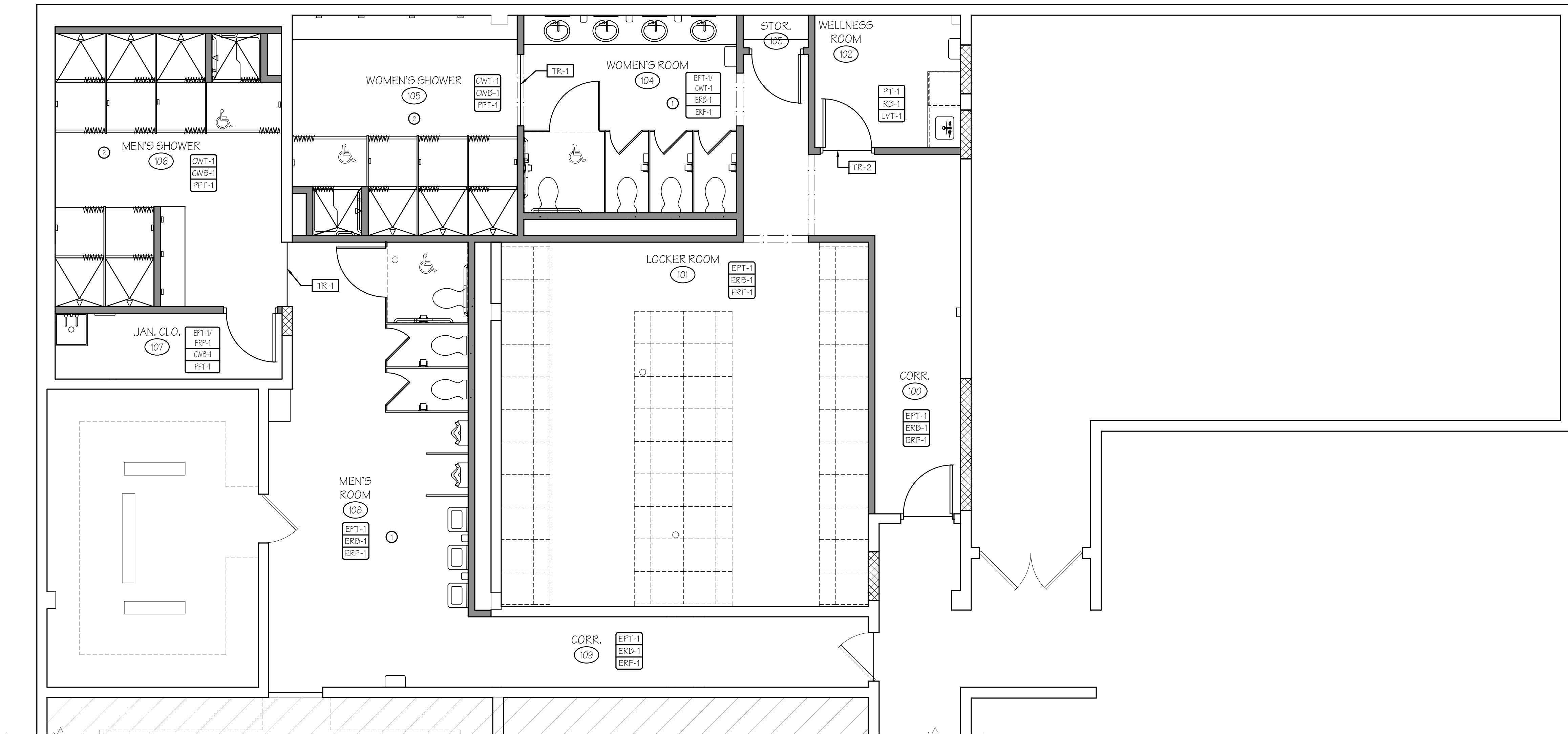
DATE: DECEMBER 28, 2023
JOB NUMBER: 23038

GENERAL FINISH NOTES

- A. FINISH FLOOR PLANS SHALL BE USED IN CONJUNCTION WITH FINISH LEGEND, INTERIOR ELEVATIONS, AND GENERAL SPECIFICATIONS. SHOULD THERE BE A DISCREPANCY BETWEEN INFORMATION GIVEN ON THE FINISH LEGEND WITH ANY DRAWING OR SPECIFICATION, CONTRACTOR SHALL CONTACT ARCHITECT FOR CLARIFICATION.
- B. PAINTING SCHEDULE: ALL PAINTING SHALL BE AS INDICATED BY PLAN NOTES AND FINISH LEGEND.
WALLS, GYP. BD. SURFACES AND OTHER PAINTED SURFACES - (EGGSHELL)
ONE (1) PRIME COAT & TWO (2) FINISH COATS
DOOR / DOOR FRAMES (SEMI-GLOSS)
ONE (1) PRIME COAT & TWO (2) FINISH COATS, U.O.N.
- C. ALL PAINTED WALLS SHALL RECEIVE EGGSHELL FINISH, U.O.N.
- D. ALL CEILINGS, SOFFITS AND FASCIAS TO BE PAINTED (PT-3) AND RECEIVE A FLAT FINISH, U.O.N. SEE FINISH LEGEND AND CEILING PLANS FOR DELINEATIONS OF COLORS.
- E. ALL PAINTED WALLS IN TOILET ROOMS AND JANITOR'S CLOSETS SHALL RECEIVE EPOXY BASED PAINT, U.O.N.
- F. ALL HOLLOW METAL DOORS AND FRAMES SHALL BE PAINTED (PT-2), U.O.N.
- G. CONTRACTOR TO VERIFY WITH ARCHITECT ON DIRECTION OF ALL LAMINATES, RESIN PANELS, ETC. FOR QUANTITY TAKE OFFS.
- H. ALL TRANSITIONS IN FLOORING TO OCCUR AT CENTERLINE OF DOOR, U.O.N.
- I. FLOOR TRANSITIONS BETWEEN DIFFERING MATERIALS ARE REQUIRED, U.O.N. REFER TO SHEET FI-901 FOR TYPICAL DETAILS. REFER TO FINISH LEGEND FI-901 AND FINISH FLOOR PLANS FOR TRANSITION LOCATIONS & FINISH. REFER TO DOOR SCHEDULE & DETAILS FOR ADDITIONAL FLOOR TRANSITIONS.
- J. ALL RUBBER BASE IN AREAS WITH RESILIENT FLOORING TO BE "STANDARD COVE BASE", U.O.N.
- K. ALL FLOOR FINISHES TO EXTEND TO MEET WALL AND/OR BASE OF MILLWORK.
- L. ALL CLOSETS SHALL RECEIVE THE FINISHES OF THE ADJACENT ROOM, U.O.N.
- M. ALL ELECTRICAL SWITCH PLATES AND RECEPTACLES SHALL BE - WHITE.

FINISH NOTES

- SHOWN AS:
- 1 CERAMIC TILE SHALL BE INSTALLED FULL HEIGHT AT WET WALL
 - 2 CERAMIC TILE SHALL BE INSTALLED FULL HEIGHT ALL WALLS



FINISH PLAN
SCALE: 1/4" = 1'-0"

MECHANICAL SPECIFICATIONS

SCOPE

THE WORK TO BE DONE UNDER THIS DIVISION OF THE SPECIFICATIONS INCLUDE THE FURNISHING OF ALL EQUIPMENT, SUPPLIES, LABOR, SUPERVISION AND ALL MATERIALS NOT SPECIFICALLY MENTIONED, READY FOR USE, PLUMBING, FIRE SPRINKLER, HEATING AND VENTILATION EQUIPMENT AND ASSOCIATED ITEMS. IT IS THE INTENTION OF THE SPECIFICATIONS AND DRAWINGS TO CALL FOR FINISHED WORK, TESTED AND READY FOR OPERATION.

IT IS THE INTENT THAT ALL MECHANICAL WORK AND MATERIALS NECESSARY TO COMPLETE THE ENTIRE PROJECT IN ACCORDANCE WITH THE CONTRACT PLANS AND SPECIFICATIONS, WHERE SPECIFICALLY MENTIONED HERE OR NOT, SHALL BE FURNISHED. ALL WORK AND MATERIALS NECESSARY TO FULFILL THIS INTENT SHALL BE SUPPLIED UNDER THE MECHANICAL SPECIFICATIONS WITHOUT ADDITIONAL COST TO THE OWNER.

CODES, RULES, PERMITS AND FEES

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

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

THIS CONTRACTOR SHALL PERFORM AND FILE ALL TESTS IN ACCORDANCE WITH CURRENT REGULATIONS OF THE STATE AND LOCAL AUTHORITIES. HE SHALL FURNISH AND INSTALL ALL SIGNS REQUIRED BY THE STATE AND LOCAL AUTHORITIES.

ALL MATERIALS FURNISHED AND ALL WORK INSTALLED SHALL COMPLY WITH ALL RULES AND RECOMMENDATIONS OF THE NATIONAL BOARD OF FIRE UNDERWRITERS WITH ALL REQUIREMENTS OF LOCAL UTILITIES COMPANIES, WITH THE RECOMMENDATIONS OF THE FIRE INSURANCE RATING ORGANIZATION HAVING JURISDICTION.

REGULATIONS

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

GUARANTEE AND SERVICE

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

DRAWINGS AND INTENT

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

RELATED WORK IN OTHER DIVISIONS

ALL ELECTRICAL WORK, SETTING OF ACCESS DOORS IN HUNG CEILINGS, WALL AND FURRED SPACES, FINISHED PAINTING OF PIPING AND EQUIPMENT, CUTTING & PATCHING AND CONCRETE WORK WILL BE DONE BY OTHER CONTRACTORS.

PLUMBING AND MECHANICAL CONTRACTORS SHALL FURNISH THE GENERAL CONTRACTOR WITH ALL SIZES AND LOCATIONS OF ALL PIPING AND OPENINGS WHICH OCCUR IN WALLS, PARTITIONS, FLOORS, ETC., ALL REQUIRED OPENINGS AND CHASES FOR THE INSTALLATION OF ALL WORK CALLED FOR UNDER THIS CONTRACT, WILL BE DONE BY THE GENERAL CONTRACTOR, EXCEPT CUTTING REQUIRED FOR THE INSTALLATION OF PIPING AND DUCT HANGERS.

MEASUREMENTS

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

PROTECTION OF FIXTURES, MATERIALS AND EQUIPMENT

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

DEMOLITION

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

EXAMINATION OF PREMISES - SPECIAL NOTE

NO CONSIDERATION OR ALLOWANCE WILL BE GRANTED FOR FAILURE TO VISIT THE PROJECT SITE, INCLUDING ANY ALLEGED MISUNDERSTANDING OF MATERIALS TO BE FURNISHED, OR WORK TO BE DONE. THE CONTRACTOR SHALL BE ASSUMED TO HAVE VISITED THE PREMISES AND NOTED ALL EXISTING PERTINENT FACTS AND DATA INCLUDING THE CONDITIONS UNDER WHICH THE WORK MUST BE CARRIED OUT, AND NO ALLOWANCE WILL BE MADE FOR FAILURE TO HAVE DONE SO.

SCAFFOLDING, RIGGING AND HOISTING

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

HOUSEKEEPING

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

QUIET OPERATION

ALL EQUIPMENT SHALL OPERATE UNDER ALL CONDITIONS OF LOAD WITHOUT ANY SOUND OR VIBRATION WHICH IS OBJECTIONABLE IN THE OPINION OF THE ENGINEER. IN CASE OF MOVING MACHINERY, SOUND OR VIBRATION NOTICEABLE OUTSIDE OF ROOM IN WHICH IT IS INSTALLED, OR ANNOYING INSIDE ITS OWN ROOM, WILL BE CONSIDERED OBJECTIONABLE BY THE ENGINEER AND SHALL BE REMEDIED FOR CORRECTIVE MEASURES, BY INSTALLING CONTRACTOR AT HIS EXPENSE.

SHOP DRAWINGS

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

EQUIPMENT DEVIATION

THE PLANS AND/OR SPECIFICATIONS INDICATE THE NAME, MODEL NUMBER OR TYPE OF EQUIPMENT OR MATERIALS SPECIFIED, SHOULD THE BIDDER DESIRE TO USE EQUIPMENT OR MATERIALS OR A MAKE OTHER THAN THOSE SPECIFIED OR SHOWN, HE SHALL ATTACH A RIDER TO THE BID FORM LISTING THE DEDUCTIONS AND/OR ADDITIONS TO HIS BASE BID, TOGETHER WITH THE MANUFACTURER'S NAME AND MODEL NUMBERS OF THE EQUIPMENT OR MATERIALS HE PROPOSED TO FURNISH AS "SUBSTITUTES"; IF NO SUBSTITUTE INFORMATION IS FURNISHED, IT WILL BE EXPRESSLY UNDERSTOOD THAT ALL EQUIPMENT AND MATERIALS NAMED WILL BE FURNISHED IN FULL ACCORDANCE WITH THE PLANS AND/OR SPECIFICATIONS.

OWNER'S INSTRUCTIONS AND SYSTEM OPERATION

AT THE TIME OF THE JOB'S ACCEPTANCE BY OWNER, CONTRACTOR SHALL FURNISH ONE COMPLETE SET OF APPROVED CERTIFIED DRAWINGS TO THE OWNER. IN ADDITION, CONTRACTOR SHALL FURNISH MAINTENANCE AND OPERATING INSTRUCTIONS FOR ALL EQUIPMENT. THESE INSTRUCTIONS SHALL BE WRITTEN IN LAYMAN'S LANGUAGE AND SHALL BE INSERTED IN VINYL-COVERED THREE-RING LOOSE LEAF BINDER. THIS INFORMATION IN BINDER SHALL BE FIRST SENT TO AND APPROVED BY THE ARCHITECT/ENGINEER BEFORE TURNING OVER TO OWNER.

DEFINITIONS

"FURNISH" OR "PROVIDE" - TO FURNISH, ERECT, INSTALL AND CONNECT UP COMPLETE AND READY FOR OPERATION PARTICULAR WORK REFERRED TO, UNLESS SPECIFICALLY INDICATED OR SPECIFIED OTHERWISE.

"WORK" - LABOR, MATERIALS, EQUIPMENT, APPARATUS, CONTROLS, ACCESSORIES AND ALL OTHER ITEMS CUSTOMARILY FURNISHED AND/OR REQUIRED FOR PROPER AND COMPLETE INSTALLATION OF WORK.

"CONCEALED" - EMBEDDED IN MASONRY OR OTHER CONSTRUCTION, INSTALLED BEHIND WALL FURRING, WITHIN DOUBLE PARTITIONS OR HUNG CEILINGS, IN TRENCHES OR IN CRAWL SPACES.

"EXPOSED" - NOT INSTALLED UNDERGROUND OR "CONCEALED" AS DEFINED ABOVE.

"INDICATED" OR "SHOWN" - AS INDICATED OR SHOWN ON DRAWINGS OR SPECIFIED WITH SPECIFICATIONS.

"PIPING" - PIPE, FITTINGS, FLANGES, VALVES, CONTROLS, HANGERS, TRAPS, DRAINS, INSULATION AND ITEMS CUSTOMARILY OR REQUIRED IN CONNECTION WITH OR RELATING TO SUCH PIPING.

"SUPPLY" - TO PURCHASE, PROCURE, ACQUIRE AND DELIVER COMPLETE WITH ALL RELATED ITEMS.

"INSTALL" - TO ERECT, MOUNT AND CONNECT UP COMPLETE WITH ALL RELATED ACCESSORIES.

"NOTED" - AS INDICATED ON DRAWINGS AND/OR SPECIFIED.

SLEEVES

PROVIDE NO. 22 USSG GALVANIZED IRON SLEEVES EXTENDED THROUGH CONSTRUCTION IN CEILINGS, WALLS AND PARTITIONS. FOR INSULATED PIPING SIZED TO ALLOW INSULATION TO PASS THROUGH SLEEVE, PROVIDE 1/2 INCH SPACE BETWEEN PIPE AND/OR INSULATION AND SLEEVE. SEAL ALL SLEEVES IN ACCORDANCE WITH BUILDING CODE AND FIRE DEPARTMENT REQUIREMENTS.

EXPANSION ANCHORS

IN ALL AREAS SUSPEND HANGERS FROM STRUCTURAL STEEL ROOF STRUCTURE OR WALL BRACKETS SUPPORTED FROM STEEL COLUMNS. PROVIDE HANGER IN PLACE WITH DOUBLE NUTS. PROVIDE PROTECTION SHIELDS ON INSULATED PIPING. INSTALL HANGERS OVER INSULATION AND SHIELDS.

DISSIMILAR METALS

PROVIDE BRASS OR COPPER WATER PIPING CONNECTED TO GALVANIZED PIPE AND FOR ANY OTHER DISSIMILAR METALS WITH DIELECTRIC FITTINGS.

DOMESTIC WATER PIPING

ALL WATER PIPING WITHIN THE BUILDING SHALL BE TYPE "L" COPPER TUBING WITH SWEAT TYPE WROUGHT FITTINGS, AND ALL JOINTS SHALL BE MADE WITH 95-5 SOLDER OR STAY-SAFE BRIDGET LEAD-FREE SOLDER. PROVIDE AIR CUSHIONS OR ZURN-SHOKTROL AT EACH GROUP OF FIXTURES AS INDICATED OR REQUIRED BY GOOD PRACTICE. PROVIDE SECTION CUTOFF VALVES ON ALL MAIN BRANCHES. FITCH AND VALVE ALL WATER PIPING FOR CONVENIENT DRAINAGE. ALL PIPES SHALL BE READY TO FULL AREA BEFORE INSTALLATION AND BLOWN CLEAN OF CHIPS AND DIRT. PIPING SHALL BE CONCEALED IN FURRED SPACE OF OCCUPIED AREAS OR CHASES WHEREVER CONSTRUCTION PERMITS. CONTRACTOR SHALL OBTAIN PERMISSION OF THE ARCHITECT TO RUN EXPOSED PIPES NOT SPECIFICALLY SHOWN ON THE DRAWINGS AS EXPOSED. WHERE HORIZONTAL BRANCH PIPE MAINS, BRANCHES, OR RISERS ARE EXPOSED IN FINISHED AREAS, THEY SHALL BE FITTED WITH A TWO PIECE FLOOR AND CEILING PLATE HAVING A DULL SATIN CHROME PLATE FINISH.

INSULATION

INSULATE ALL HOT AND COLD WATER PIPING ABOVE GRADE WITH 1" THICK HEAVY DENSITY FIBERGLASS 25 ASJ WITH VAPOR BARRIER AND LAP ADHESIVE JACKET. INSULATION ON FITTINGS SHALL BE FIBERGLASS WITH PRE-MOLDED JACKET.

INTERIOR WATER VALVES

VALVES SHALL BE BRONZE BALL TYPE, 2 PIECE, FULL PORT APOLLO 3 OR EQUAL.

PROTECTION OF POTABLE WATER SUPPLY

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

DISINFECTION OF POTABLE WATER PIPING

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

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

SOIL, WASTE AND VENT PIPING

SHALL BE SCH.40 P.V.C. WITH SOLVENT CEMENT JOINTS. FITTINGS ON SOIL AND WASTE LINES SHALL BE DRAINAGE PATTERN. EXPOSED COUNTER SINK WASTE PIPING SHALL BE CHROME PLATED BRASS. RUN ALL SOIL, WASTE AND VENT PIPING SHOWN OR REQUIRED BY LOCAL CODE. PIPING SHOWN IS MINIMUM AND IN ACCORDANCE WITH STATE AND FEDERAL CODES. IF LOCAL CODES REQUIRE ADDITIONAL VENTING OR LARGER SIZES, SAME SHALL TAKE PRECEDENCE. MAKE ALL CONNECTIONS THROUGH APPROVED TRAPS. EACH TRAP TO BE VENTED, EITHER BY CIRCUIT LOOP OR BY INDIVIDUAL VENT, AS REQUIRED, BUT NOT LESS THAN SHOWN OR AS REQUIRED BY LOCAL CODE. CLEANOUTS SHALL BE INSTALLED AT BASE OF ALL STACKS, AT ALL CHANGES OF DIRECTION, AND IN LONG LINES, IF NECESSARY, TO PROVIDE MEANS OF CLEANING LINES AT MAXIMUM 50 FT. INTERVALS. PITCH HORIZONTAL PIPING 1/4" PER FOOT UNLESS NOTED OTHERWISE ON PLANS.

TESTS

THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, DURING THE PROGRESS OF THE WORK OR UPON ITS COMPLETION AS ORDERED, MAKE SUCH TESTS OF HIS WORK AS ARE HEREIN SPECIFIED OR AS ARE REQUIRED BY AND IN THE PRESENCE OF THE PLUMBING INSPECTOR. IF SO DIRECTED, TESTS SHALL BE MADE OF SECTIONS FOR THE WORK SO AS NOT TO DELAY THE WORK OF OTHER TRADES. THE CONTRACTOR SHALL PROVIDE ALL APPARATUS, TEMPORARY WORK OR ANY OTHER REQUIREMENTS NECESSARY FOR SUCH TESTS. ANY DEFECTS OR DEFICIENCIES DISCOVERED AS A RESULT OF TESTS SHALL BE IMMEDIATELY REPAIRED AND TESTS SHALL BE REPEATED UNTIL THE TEST REQUIREMENTS ARE FULLY COMPLIED WITH. THE DRAINAGE AND VENT SYSTEMS SHALL BE TESTED IN SECTIONS WHEN REQUIRED TO PERMIT GENERAL CONSTRUCTION WORKS TO PROCEED. THE PIPING SHALL BE TESTED UNDER A HYDROSTATIC PRESSURE CORRESPONDING TO A HEAD OF AT LEAST 10 FEET OF WATER FOR 2 HOURS. ALL WATER PIPING SHALL BE TESTED TO A HYDROSTATIC PRESSURE OF 150 POUNDS PER SQUARE INCH. PRESSURE SHALL BE MAINTAINED WITHOUT PUMPING FOR TWO HOURS.

HANGING AND SUPPORTING

HANGING AND SUPPORTING - PIPING SHALL NOT BE SUPPORTED BY OTHER PIPING, BUT SHALL BE SUPPORTED WITH COPPER PIPE HANGERS SUITABLE FOR THE SIZE OF PIPE AND PROPER STRENGTH AND QUALITY AT PROPER INTERVALS SO THAT PIPING CANNOT BE MOVED ACCIDENTALLY FROM THE INSTALLED POSITION AS FOLLOWS:

PROVIDE COPPER CLEVIS HANGERS
1/2 INCH PIPE OR TUBING..... 6 FEET
3/4 INCH OR 1 INCH PIPE OR TUBING..... 8 FEET
1-1/4 INCH OR LARGER (HORIZONTAL)..... 10 FEET
P.V.C. 4 FEET

WHERE PIPING IS REQUIRED TO BE INSULATED - PIPE HANGARS SHALL BE SIZED TO RUN PIPING CONTINUOUS THRU PIPE HANGARS WITH INSULATION.

SEISMIC RESTRAINTS

SEISMIC RESTRAINTS DESIGNED AND CONSTRUCTED FOR LATERAL FORCES IN ANY DIRECTION SHALL BE PROVIDED FOR ALL MECHANICAL EQUIPMENT IN ACCORDANCE WITH CURRENT INTERNATIONAL BUILDING CODE (IBC)

INSPECTION

CONFORM LOCATION AND SIZE OF FIXTURES AND OPENINGS BEFORE ROUGH-IN AND INSTALLATION. VERIFY ADJACENT CONSTRUCTION IS READY TO RECEIVE ROUGH-IN WORK OF THIS SECTION.

INSTALLATION

INSTALL EACH FIXTURE WITH TRAP, EASILY REMOVABLE FOR SERVICING AND CLEANING. PROVIDE CHROME PLATED RIGID OR FLEXIBLE SUPPLIES TO FIXTURES WITH LOOSE KEY STOPS REDUCERS, AND ESCUTCHEONS. INSTALL COMPONENTS LEVEL AND PLUMB.

FIXTURES UNDER THIS SECTION

INCLUDED SHALL BE PLUMBING FIXTURES NOTED, ALL TRIM ITEMS AND ALL ACCESSORY ITEMS SHOWN OR REQUIRED FOR A COMPLETE PLUMBING INSTALLATION. "KOHLER" NUMBERS ARE SPECIFIED UNLESS OTHERWISE NOTED. THE FIXTURES SHALL BE COMPLETE WITH CHROME PLATING ON EXPOSED IRON OR PIPE, TRAPS ANCHOR BOLTS, HANGERS, STRAINERS, LOOSE KEY STOP VALVES AT EVERY FIXTURE, FAUCET AND OTHER INCIDENTAL ITEMS FURNISHED AS STANDARD. THE PLUMBING CONTRACTOR SHALL FURNISH AND INSTALL ALL FIXTURES IN ACCORDANCE WITH THE "PLUMBING FIXTURE SCHEDULE" AND SPECIFICATIONS LISTED ON CONTRACT DRAWINGS.

CLEANING AND ADJUSTING

AS DIRECTED, CLEAN FIXTURES, EQUIPMENT, PIPING AND OTHER EXPOSED WORK. DO CLEANING WORK IN STAGES IF SO ORDERED BY ARCHITECT TO FACILITATE WORK OF OTHERS. SHOW TRAPS, WASTES AND SUPPLIES FREE AND UNOBTURATED, PLATED, POLISHED, BRONZED, OR PAINTED WORK, BRIGHT AND CLEAN. FLUSH OUT PIPING AFTER INSTALLATION. ADJUST VALVES, FAUCETS, AUTOMATIC CONTROL DEVICES FOR PROPER AND QUIET OPERATION.

DUCT INSTALLATION

SIZES AND APPROXIMATE LOCATION OF ALL DUCTS ARE SHOWN ON THE CONTRACT DRAWINGS. CHECK CAREFULLY WITH ALL ARCHITECTURAL DRAWINGS AND DRAWINGS SHOWING WORK OF OTHER TRADES TO MAKE SURE THAT THERE WILL BE NO CONFLICT BETWEEN THESE TRADES AND THE NEW DUCTWORK. DUCTS SHALL BE OFFSET AS REQUIRED TO CLEAR STRUCTURAL MEMBERS, AND, IF NECESSARY, TO ALTER DIMENSIONS OF THE DUCT. THIS MAY BE DONE PROVIDED THE CROSS-SECTIONAL AREA IS IN NO CASE REDUCED.

SHEET METAL DUCTWORK

ALL DUCTWORK SHALL BE CONSTRUCTED OF #1 QUALITY FIRST SHEETS OF GALVANIZED STEEL, FREE OF CRACKS OR BLEMISHES. WHEN PITTSBURGING OR SNAP LOCKING A JOINT, THE GALVANIZING SHALL NOT BE CHIPPED OFF.

ALL PARTS OF THE SHEET METAL DUCT SYSTEM SHALL BE CONSTRUCTED AND INSTALLED IN STRICT ACCORDANCE WITH THE LATEST APPLICABLE EDITION OF SMACNA FOR PRESSURES 2 IN W.G. MAXIMUM STATIC PRESSURE.

DUCT INSULATION

COVER ALL SUPPLY, RETURN AND OUTSIDE AIR DUCTWORK WITH MINIMUM 2" FIBERGLASS DUCT WRAP EQUAL TO MANVILLE R-SERIES MICROLITE WITH F.R.G. VAPOR BARRIER. DUCT INSULATION SHALL HAVE A MINIMUM R-VALUE OF R8.

SEISMIC RESTRAINT FOR DUCTWORK

PROVIDE REQUIRED BRACING MATERIAL. DUCTWORK SHALL BE SUPPORTED AND BRACED TO RESIST ALL DIRECTIONAL (TRANSVERSE, LONGITUDINAL AND VERTICAL) FORCES EQUAL TO 10 PERCENT OF THE WEIGHT OF THE DUCT SYSTEM.

VOLUME DAMPERS

SINGLE BLADE OR OPPOSED BLADE MULTI-LOUVER TYPE AS DETAILED IN SMACNA STANDARDS, FIGURES 2-11 AND 2-12. PROVIDE END BEARING FOR ALL DAMPERS. QUADRANT OR OTHER OPERATOR FOR EXTERNALLY INSULATED DUCT SHALL HAVE STAND-OFF MOUNT SO OPERATION IS CLEAR OF THE INSULATION. PROVIDE A VOLUME DAMPER IN BRANCH DUCTS FOR EACH SUPPLY DIFFUSER OR GRILLE.

FLEXIBLE CONNECTIONS

SHALL BE 29 OZ. NEOPRENE COATED FIBERGLASS, 6" WIDE. BURNING PROPERTIES SHALL CONFORM TO NFPA 90A. FASTEN TO DUCTWORK PER MANUFACTURER'S RECOMMENDATIONS. FABRIC SHALL NOT BE STRESSED OTHER THAN BY AIR PRESSURE, ALLOW AT LEAST ONE INCH SLACK TO INSURE THAT NO VIBRATION IS TRANSMITTED.

TEST AND BALANCE

COMPLETELY TEST AND BALANCE ALL SUPPLY AIR, RETURN AIR, INCLUDING EXISTING TOILET EXHAUST AIR SYSTEM, AND ALL NEW HVAC EQUIPMENT, AND PROVE THE CAPACITIES OF THE SYSTEM AND THE SYSTEM COMPONENTS. SUBMIT RESULTS IN WRITING TO ENGINEER FOR APPROVAL. BALANCING SHALL BE PERFORMED BY AN INDEPENDENT AABC OR NEBB MEMBER.

AUTOMATIC TEMPERATURE CONTROLS

THE EXISTING TEMPERATURE CONTROLS SHALL UTILIZED AS MUCH AS POSSIBLE. NEW THERMOSTATS SHALL BE PROVIDED FOR EACH REPLACEMENT WATER SOURCE HEAT PUMP (HP-21, HP-22A), IN THE RESPECTIVE SPACE. SEE DRAWINGS HVAC-2. THESE NEW THERMOSTATS WOULD INCLUDE ALL REQUIRED LOW AND HIGH VOLTAGE WIRING, PROGRAMMING, AND ALL REQUIRED ACCESSORIES FOR A COMPLETE OPERABLE SYSTEM(S). THERMOSTATS WITH DIGITAL TYPE PROGRAMMABLE THERMOSTATS. ALL LOW-VOLTAGE AND LOW-VOLTAGE CONTROL WIRING AND CONDUIT SHALL BE PROVIDED AND INSTALLED BY HVAC CONTRACTOR. ANY NEW CONTROLS THAT ARE ADDED TO HANDLE NEW EQUIPMENT SHALL BE COMPATIBLE WITH THE EXISTING BUILDING CONTROLS AND SHALL BE INTERFACED WITH THE EXISTING BMS. TWO NEW EXHAUST FANS WILL BE INTERLOCKED WITH THEIR RESPECTIVE HEAT PUMP.

INSIDE WORK - FIRE PROTECTION

THIS PROJECT IS A RENOVATION FURNISH AND INSTALL NECESSARY RISERS, MAINS AND BRANCH MAINS AS SHOWN OR REQUIRED TO SUPPLY THE TOTAL NUMBER OF APPROVED AUTOMATIC SPRINKLER HEADS INDICATED ON DRAWINGS OR REQUIRED.

PIPE AND FITTINGS - ABOVE GROUND

ALL PIPES USED FOR THE SPRINKLER SYSTEM SHALL BE NATIONAL TUBE COMPANY OR EQUAL. THE BEST GRADE STEEL WITH CLEAN CUT THREADS OR GROOVED ENDS FOR VICTAULIC FITTINGS. ALL FITTINGS SHALL BE THE BEST GRADE CAST IRON SCREWED OR VICTAULIC SUITABLE FOR WORKING PRESSURE OF 175# WITH FLANGE JOINT AT THE TOP OF EACH RISER OR GROOVED VICTAULIC COUPLINGS. IN JOINING PIPE AND FITTINGS, CARE SHOULD BE TAKEN THAT PIPES TO NOT EXTEND INTO FITTINGS TO REDUCE THE WATERWAY. ALL PIPES TO BE REAMED AFTER CUTTING TO REMOVE ALL BURRS AND FIN. MAINS OR RISERS MAY BE SHOP WELDED IN ACCORDANCE WITH NFPA # 13.

HANGERS

ALL HANGERS TO BE OF APPROVED TYPE, METAL PIPE RINGS, RODS AND INSERTS, ONE HANGER FOR EACH LENGTH OF PIPE BETWEEN SPRINKLER HEADS ON HEAD LINES AND ONE HANGER FOR AT LEAST 12 FEET OF PIPE ON MAINS.

AUXILIARY STEEL

ALL AUXILIARY STEEL NECESSARY TO ASSURE PROPER HANGING TO BE SUPPLIED BY THIS SUBCONTRACTOR.

AUXILIARY DRAINS/FLUSHING

PROVIDE SIZE NOTED DRAIN VALVES AT LOW POINTS OF MAINS AND DRAIN AS INDICATED OR REQUIRED.

SPRINKLER HEADS

HEADS SHALL BE AS NOTED IN SCHEDULE ON DRAWINGS. HEADS SHALL BE "RELIABLE", "VIKING", "GRINNELL" OR EQUAL. SEE DRAWINGS FOR LOCATION DESIGNATIONS.

NOTE: ALL SPRINKLER HEAD SHALL BE CENTERED IN CEILING TILES, REFER TO REFLECTED CEILING PLANS.

INSTALLATION

THE SPRINKLER CONTRACTOR MUST HYDRAULICALLY CALCULATE THE SPRINKLER SYSTEM.

1. A COMPLETE SET OF DETAILED HYDRAULIC CALCULATIONS FOR EACH SYSTEM WITH HYDRAULIC REFERENCE POINTS AS PER NFPA.

QUOTATIONS

SYSTEM AS SHOWN IS FOR GENERAL GUIDANCE PURPOSES ONLY, I.E., AVOIDANCE OF CONFLICT WITH OTHER TRADES, ETC. SUBCONTRACTOR SHALL GUARANTEE THE INSTALLATION OF A COMPLETELY AUTOMATIC SYSTEM INCLUDING ALL NECESSARY ACCESSORIES FOR ONE YEAR FROM DATE OF ACCEPTANCE BY OWNER. INSTALLATION SHALL BE IN STRICT COMPLIANCE WITH INSURANCE COMPANY REQUIREMENTS AND SHALL BE ACCEPTED AND APPROVED BY SAID COMPANY. FOREGOING REQUIREMENTS MUST BE INCLUDED IN BID SUBMITTED.

DESIGN CRITERIA

A STANDARD INSTALLATION OF AUTOMATIC SPRINKLERS ARRANGED AS A WET PIPE SYSTEM IS REQUIRED. THE SPRINKLER CONTRACTOR MUST HYDRAULICALLY DESIGN THE SYSTEM. THE SYSTEM SHALL BE DESIGNED TO PROVIDE A DENSITY TO MEET N.F.P.A. #13 AND NFPA REQUIREMENTS. LIGHT HAZARD OCCUPANCY. FOR THE NEW TOILET ROOMS AND LOCKER AREAS.

REGULATIONS

ALL DEVICES, EQUIPMENT AND WORKMANSHIP SHALL BE IN STRICT ACCORDANCE WITH OWNER'S RATING ASSOCIATION STANDARDS AND REGULATIONS N.F.P.A. #13.

TEST

TEST ALL PIPING HYDROSTATICALLY AT NOT LESS THAN 200# PER SQUARE INCH PRESSURE FOR TWO HOURS AND ALL DEFECTIVE MATERIAL SHALL BE REPLACED. BEFORE MAKING FINAL APPROVAL, THE SUBCONTRACTOR SHOULD PRODUCE A WRITTEN STATEMENT, SIGNED AND WITNESSED BY A REPRESENTATIVE OF THE OWNER THAT THE WORK HAS BEEN COMPLETED AND TESTED IN ACCORDANCE WITH APPROVED SPECIFICATIONS AND PLANS. THE SUBCONTRACTOR SHALL ALSO PROVIDE THE OWNER WITH INSTRUCTION CARDS DESCRIBING THE PROPER MAINTENANCE OF SYSTEM AND DEVICES.

GENERAL NOTES

- THIS PROJECT CONSISTS OF MODIFICATIONS AND ALTERATIONS BEFORE SUBMITTING HIS BID. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME THOROUGHLY FAMILIAR WITH ALL EXISTING CONDITIONS UNDER WHICH HIS WORK WILL BE INSTALLED. THIS CONTRACT INCLUDES ALL NECESSARY OFFSET, TRANSITIONS AND MODIFICATIONS REQUIRED TO INSTALL ALL NEW EQUIPMENT IN NEW OR EXISTING SPACES. ALSO INCLUDED SHALL BE ANY MODIFICATIONS NECESSARY TO EXISTING EQUIPMENT, PIPING OR SYSTEMS FOR INSTALLATION OF NEW EQUIPMENT BY THIS OR ANY OTHER TRADE. ALL NEW AND EXISTING EQUIPMENT AND SYSTEMS SHALL BE FULLY OPERATIONAL UNDER THIS CONTRACT BEFORE THE JOB IS CONSIDERED COMPLETE. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY ASSUMPTIONS HE MAKES, ANY OMISSIONS OR ERRORS HE MAKES AS A RESULT OF HIS FAILURE WITH THE EXISTING CONDITIONS AND THE CONTRACT DOCUMENTS OF ALL TRADES.
- LOCATION OF ALL EXISTING PIPING AND DUCTWORK SHOWN ON FLOOR PLANS ARE BASED ON BEST AVAILABLE INFORMATION. CONTRACTOR SHALL VERIFY ALL LOCATIONS OF EXISTING PIPING AND DUCTWORK IN THE FIELD.
- IT IS NOT THE INTENT OF THIS DRAWING TO SHOW ENTIRE EXISTING EQUIPMENT LAYOUT AND PIPING. THE CONTRACTOR SHALL REMOVE ALL EQUIPMENT AND FIXTURES AS SHOWN OR NOTED ON DRAWINGS AND ALSO ALL EQUIPMENT AND FIXTURES NOT BEING REUSED. THE CONTRACTOR SHALL REMOVE ALL PIPING ASSOCIATED WITH EQUIPMENT AND FIXTURES BEING REMOVED AND CAP PIPES AT REMAINING ACTIVE MAINS UNLESS OTHERWISE INDICATED. FULL EXTENT OF DEMOLITION SHALL BE DETERMINED BY THE CONTRACTOR DURING HIS SITE VISIT.
- DRAWINGS ARE DIAGRAMMATIC ONLY. EXACT LOCATIONS OF ALL EQUIPMENT MUST BE TAKEN FROM FINAL ARCHITECTURAL DETAILED DRAWINGS.
- ALL OPENINGS AROUND PIPING PASSING THROUGH WALLS OR PARTITIONS MUST BE PACKED WITH FIBERGLASS AND SEALED. SEALANT SHALL ALLOW FOR MOVEMENT WITHOUT CRACKING AND SHALL BE "3M" CP 25S/L SELF-LEVELING INTUMESCENT CAULK.
- DISCONNECT AND REMOVE ALL HOT, COLD, SOIL, WASTE AND VENT PIPING CALLED FOR IN THE CONTRACT AREA EXCEPT FOR THAT PIPING THAT MUST BE MAINTAINED IN SERVICE FOR CONNECTION TO NEW SYSTEMS OR FIXTURES.
- WHERE EXISTING PIPING IS TO REMAIN ACTIVE IN WALLS BEING DEMOLISHED, IT SHALL BE REMOVED AND REROUTED AS PART OF THIS CONTRACT AND CONNECTED IN FULL OPERATING ORDER.
- INSULATE TRAP, WASTE PIPING AND SUPPLIES BELOW ALL ACCESSIBLE LAVATORIES, COUNTER SINKS AND DRINKING FOUNTAINS WITH "HANDI-LAV-GUARD" PRE-FORMED INSULATING KIT.
- RUN ALL NEW PIPING CONCEALED UNLESS OTHERWISE NOTED.

MECHANICAL DRAWING LIST	
M-1	MECHANICAL SPECIFICATIONS
P-1	FLOOR PLAN - PLUMBING REMOVALS
P-2	PARTIAL FLOOR PLAN - PLUMBING
FP-1	FLOOR PLAN - FIRE PROTECTION
HVAC-1	PARTIAL FLOOR PLAN - HVAC DEMOLITION
HVAC-2	PARTIAL FLOOR PLAN - HVAC
HVAC-3	SCHEDULES - HVAC

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CONSULTANT:

 **GENERAL DRAFTING & DESIGN, INC.**
CONSULTING ENGINEER
140 Washington Avenue, 3rd Floor
North Haven, Connecticut 06473
P: 203.239.6018 | GDD@GDD.net

REVISIONS:

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MERIDEN POLICE DEPARTMENT
LOCKER ROOM RENOVATION
50 WEST MAIN STREET
MERIDEN, CONNECTICUT

DRAWING TITLE:

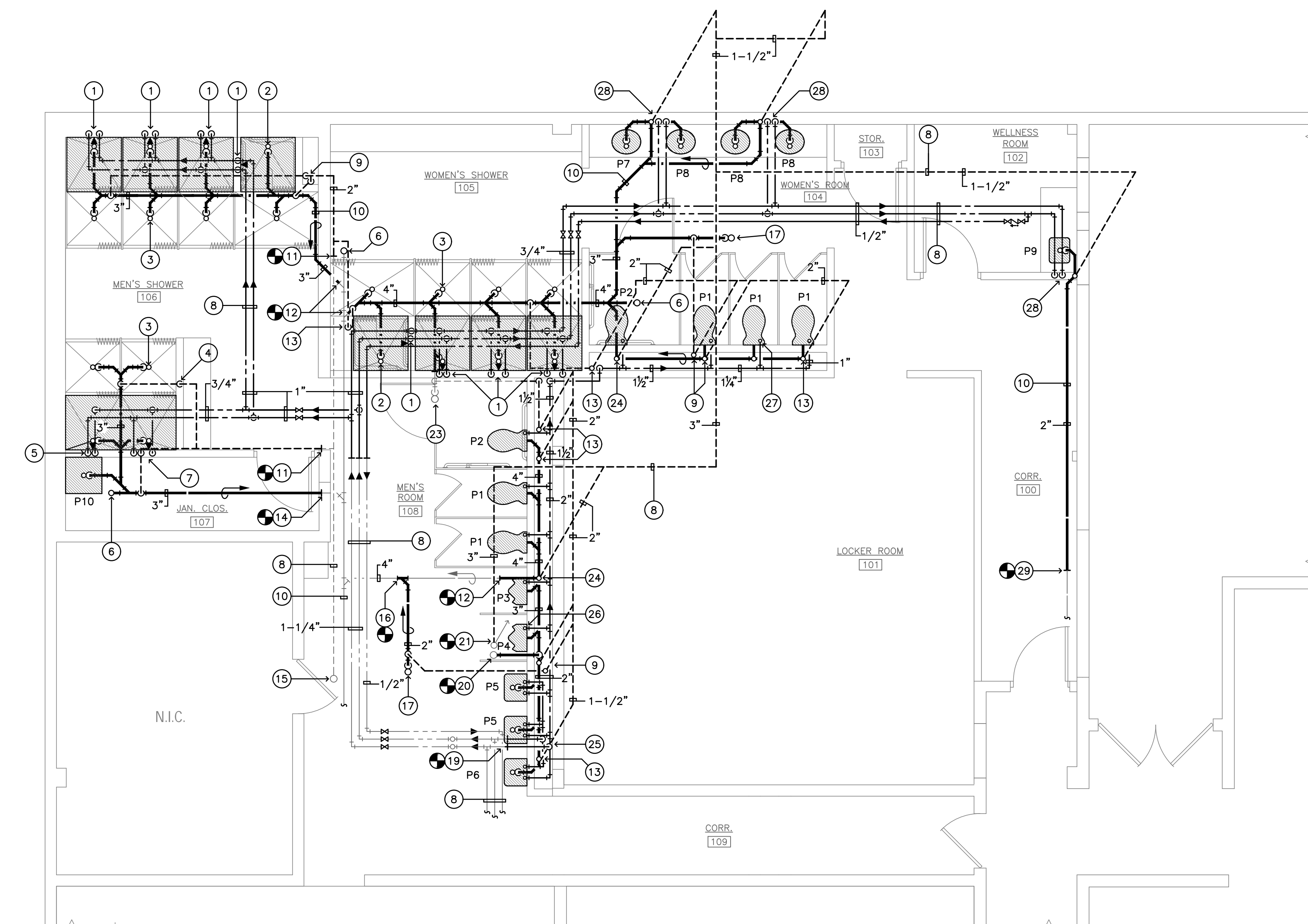
PARTIAL FLOOR PLAN - PLUMBING

SCALE: 1/4" = 1'-0" DRAWN BY: BIC REVIEWED BY: BIC

DRAWING NO.:

P-2

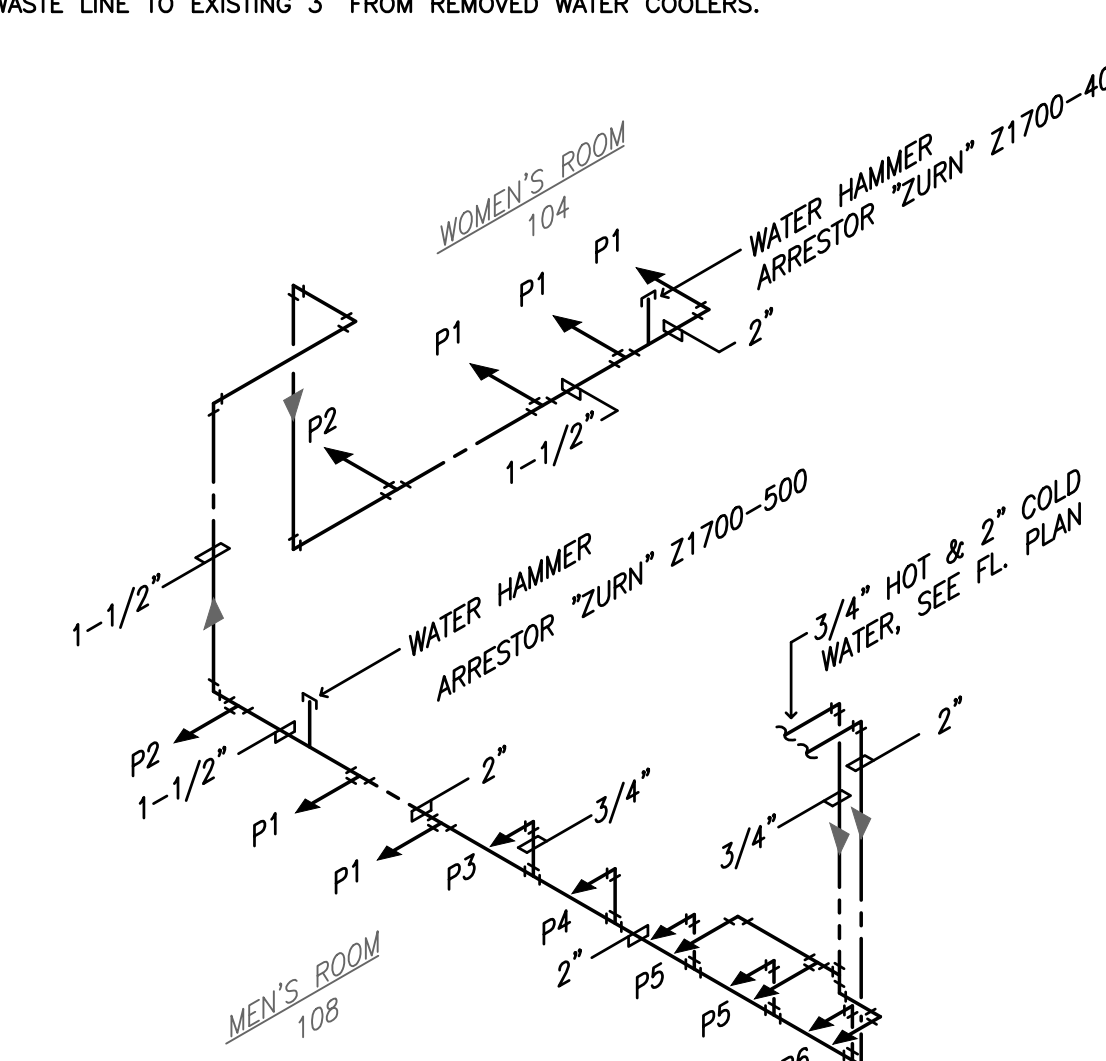
DATE: 28 DECEMBER 2023 JOB NUMBER: 23038



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

LEGEND - PLUMBING

- ① 1/2" HOT AND COLD WATER DOWN TO SHOWER VALVE.
- ② 2" SHOWER DRAIN (TYPICAL).
- ③ 2" FLOOR DRAIN IN DRYING COMPARTMENT (TYPICAL FOR ALL). FLOOR DRAINS SHALL BE EQUAL TO "ZURN" ZN415 WITH "B" STRAINER. FLOOR DRAIN SHALL BE COMPLETE WITH SURE SEAL IN LINE FLOOR DRAIN TRAP SEALER.
- ④ 2" VENT UP IN PARTITION TO ABOVE CEILING.
- ⑤ 1/2" HOT AND COLD WATER DOWN TO SHOWER VALVE AND JAN. FLOOR RECEPTOR.
- ⑥ FLUSH FLOOR CLEANOUT SHALL BE EQUAL TO "ZURN" ZN1400 WITH POLISHED NICKEL BRONZE HEAVY DUTY COVER.
- ⑦ 1/2" HOT AND COLD WATER DOWN TO SHOWER VALVE AND 2" VENT UP IN PARTITION TO ABOVE CEILING.
- ⑧ ABOVE CEILING.
- ⑨ 2 - 2" VENT UP IN CHASE.
- ⑩ BELOW CONCRETE FLOOR SLAB.
- ⑪ CONNECT NEW 2" VENT TO EXISTING.
- ⑫ CONNECT NEW 4" SANITARY/WASTE PIPING TO EXISTING.
- ⑬ 2" VENT UP IN CHASE.
- ⑭ CONNECT NEW 3" WASTE PIPING TO EXISTING.
- ⑮ APPROXIMATE LOCATION OF EXISTING 2" VENT UP TO FLOOR ABOVE.
- ⑯ CONNECT NEW 2" WASTE PIPING TO EXISTING 4" SANITARY BELOW CONCRETE FLOOR.
- ⑰ NEW 2" FLOOR DRAIN EQUAL TO "ZURN" ZN415 WITH "N" STRAINER AND SURE SEAL INLINE FLOOR DRAIN TRAP SEALER.
- ⑱ APPROXIMATE LOCATION OF EXISTING 1-1/4" HOT, 2" COLD AND 1/2" RECIRC. HOT WATER ABOVE CEILING.
- ⑲ CONNECT NEW 3/4" HOT WATER AND 2" COLD WATER TO EXISTING AND DROP IN PIPE CHASE.
- ⑳ EXISTING 4" SANITARY FROM ABOVE, OFF-SET ABOVE CEILING AND DROP IN NEW PIPE CHASE TO NEW SANITARY LINE.
- ㉑ CONNECT NEW 3" VENT TO EXISTING 3" UP INTO FLOOR ABOVE.
- ㉒ CONNECT NEW 1-1/4" HOT, 1-1/4" COLD AND 1/2" RECIRC. HOT WATER TO EXISTING.
- ㉓ EXISTING FLOOR DRAIN TO REMAIN, REPLACE GRATE WITH NEW POLISHED NICKEL BRONZE GRATE AND SURE SEAL INLINE FLOOR DRAIN TRAP SEALER. CONNECT EXISTING WASTE TO NEW 4" SANITARY.
- ㉔ 2" VENT UP AND 4" SANITARY DOWN INTO FLOOR.
- ㉕ DROP 3/4" HOT AND 2" COLD WATER DOWN IN PIPE CHASE.
- ㉖ 3/4" COLD WATER TO URINAL (TYPICAL).
- ㉗ 1" COLD WATER TO WATER CLOSET (TYPICAL).
- ㉘ 1/2" HOT AND COLD WATER DOWN, 1-1/2" VENT UP AND 1-1/2" WASTE DOWN INCREASE PIPE SIZE TO 2" BELOW CONCRETE FLOOR SLAB.
- ㉙ CONNECT NEW 2" WASTE LINE TO EXISTING 3" FROM REMOVED WATER COOLERS.



PIPING DIAGRAM AT MAIN PIPE CHASE
NOT TO SCALE

SYMBOL	DESCRIPTION	WASTE	VENT	HOT	COLD	REMARKS
P1	WATER CLOSET	4"	2"	-	1"	WATER SAVING FIXTURE
P2	WATER CLOSET - ADA	4"	2"	-	1"	ADA COMPLIANT
P3	URINAL	2"	1-1/2"	-	3/4"	WATER SAVING FIXTURE
P4	UNINAL - ADA	2"	1-1/2"	-	3/4"	ADA COMPLIANT
P5	LAVATORY	1-1/2"	1-1/2"	1/2"	1/2"	WATER SAVING FIXTURE
P6	LAVATORY - ADA	1-1/2"	1-1/2"	1/2"	1/2"	ADA COMPLIANT
P7	COUNTER LAVATORY	1-1/2"	1-1/2"	1/2"	1/2"	INTEGRAL WITH COUNTER
P8	COUNTER LAV - ADA	1-1/2"	1-1/2"	1/2"	1/2"	INTEGRAL WITH COUNTER
P9	COUNTER SINK - ADA	1-1/2"	1-1/2"	1/2"	1/2"	ADA COMPLIANT
P10	FLOOR RECEPTOR	3"	1-1/2"	1/2"	1/2"	WITH VACUUM BREAKER FAUCET
P11	SHOWER STALL	2"	1-1/2"	1/2"	1/2"	36"x36" SHOWER STALL
P12	SHOWER STALL - ADA	2"	1-1/2"	1/2"	1/2"	ADA COMPLIANT

UNLESS NOTED OTHERWISE

---	EXISTING COLD WATER PIPING TO REMAIN
---	NEW COLD WATER LINE
---	EXISTING HOT WATER PIPING TO REMAIN
---	NEW HOT WATER LINE
---	EXISTING RECIRC. HOT WATER PIPING TO REMAIN
---	NEW RECIRC. HOT WATER
---	EXISTING VENT PIPING TO REMAIN
---	NEW VENT PIPING
---	EXISTING SANITARY/WASTE TO REMAIN
---	NEW SANITARY LINE
---	NEW BALL VALVE
---	CHECK VALVE
---	FLOW DIRECTION
---	POINT OF CONNECTION
---	PITCH DIRECTION DOWN
---	NEW PLUMBING FIXTURE

SYMBOL	FIXTURE TYPE	FIXTURE SPECIFICATIONS	COMMENTS
P1	WATER CLOSET WALL HUNG	WATER CLOSET SHALL BE "KOHLER" KINGSTON MODEL #K-4325 WALL HUNG, WHITE VITREOUS CHINA, WITH ELONGATED BOWL AND WHITE "KOHLER" STRONGHOLD COMMERCIAL TOILET SEAT #K-4731-C. FLUSH VALVE SHALL BE SLOAN ROYAL MODEL #111-1.28. CARRIER SHALL BE ZURN ADJUSTABLE VERTICAL MODEL #1200 SERIES.	WALL HUNG WATER SAVING FIXTURE WITH 1.28 G.P.F.
P2	WATER CLOSET WALL HUNG ADA ACCESSIBLE	WATER CLOSET SHALL BE "KOHLER" KINGSTON MODEL #K-4325 WALL HUNG, WHITE VITREOUS CHINA, WITH ELONGATED BOWL AND WHITE "KOHLER" STRONGHOLD COMMERCIAL TOILET SEAT #K-4731-C. FLUSH VALVE SHALL BE SLOAN ROYAL MODEL #111-1.28. CARRIER SHALL BE ZURN ADJUSTABLE VERTICAL MODEL #1200 SERIES. PROVIDE LEFT OR RIGHT TRIP LEVER AS REQUIRED.	WALL HUNG WATER SAVING FIXTURE SET AT PROPER ADA HEIGHT
P3	URINAL	URINAL SHALL BE "KOHLER" BARDON MODEL #K-4991-ET, WALL HUNG, VITREOUS CHINA WITH 0.5 G.P.F. URINAL SHALL BE COMPLETE WITH 3/4" TOP SPUD, 2" OUTLET CONNECTION, STRAINER ASSEMBLY AND "ZURN" Z-1222 WALL CARRIER. FLUSH VALVE SHALL BE SLOAN MODEL #8186-0.5 EXTRA LOW CONSUMPTION BATTERY POWERED ELECTRONIC OPERATED FLUSH VALVE.	WATER SAVING FIXTURE
P4	URINAL ADA ACCESSIBLE	URINAL AND ACCESSORIES SHALL BE THE SAME AS NOTED ABOVE EXCEPT MOUNT AT PROPER HANDICAP ACCESSIBLE HEIGHT.	WATER SAVING FIXTURE MOUNT AT PROPER ADA HEIGHT
P5	LAVATORY WALL HUNG	LAVATORY SHALL BE "KOHLER" GREENWICH MODEL #K-2032 20" x 18" WALL MOUNTED WITH 4" FAUCET CENTERS. FAUCET SHALL BE "SYMMONS" SYMMETREX #S-20-G-FR-VP-W. SUPPLIES SHALL BE FLEXIBLE WITH STOPS. TRAP SHALL BE SEMI-CAST CHROME PLATED. LAVATORY SHALL BE SUPPORTED ON "ZURN" CONCEALED ARM CARRIER #1231.	WALL HUNG WATER SAVING FIXTURE
P6	LAVATORY WALL HUNG ADA ACCESSIBLE	LAVATORY SHALL BE "KOHLER" GREENWICH MODEL #K-2032 20" x 18" WALL MOUNTED WITH 4" FAUCET CENTERS. FAUCET SHALL BE "SYMMONS" SYMMETREX #S-20-G-FR-VP-W. SUPPLIES SHALL BE FLEXIBLE WITH STOPS. TRAP SHALL BE SEMI-CAST CHROME PLATED. INSULATE TRAP AND SUPPLIES BELOW LAVATORY WITH "HANDI LAV-GUARD" PRE-FORMED INSULATING KIT AS MANUFACTURED BY TRU BRO. INC. SET LAV AT PROPER HEIGHT FOR HANDICAP. LAVATORY SHALL BE SUPPORTED ON "ZURN" CONCEALED ARM CARRIER #1231.	WALL HUNG WATER SAVING FIXTURE SET AT PROPER ADA HEIGHT
P7	COUNTER WITH INTEGRAL LAVATORIES	LAVATORIES ARE INTEGRAL WITH COUNTER. PLUMBING CONTRACTOR SHALL ROUGH, PROVIDE AND INSTALL TRIM AND CONNECT IN FULL OPERATING ORDER. FAUCET SHALL BE "SYMMONS" SYMMETREX #S-20-G-FR-VP-W. SUPPLIES SHALL BE STAINLESS STEEL FLEXIBLE WITH STOPS. TRAP SHALL BE SEMI-CAST CHROME PLATED.	COUNTER NOT IN THIS DIVISION
P8	COUNTER WITH INTEGRAL LAVATORIES ADA ACCESSIBLE	LAVATORIES AND TRIM ARE THE SAME AS NOTED ABOVE EXCEPT, INSULATE TRAP AND SUPPLIES BELOW LAVATORY WITH "HANDI LAV-GUARD" PRE-FORMED INSULATING KIT AS MANUFACTURED BY TRU BRO. INC.	COUNTER NOT IN THIS DIVISION
P9	COUNTER SET ADA ACCESSIBLE 22"x19" WELLNESS ROOM	COUNTER SINK SHALL BE EQUAL TO "ELKAY" LUSTERTONE LRAD-2219 SINGLE COMPARTMENT, 18 GAUGE, TYPE 304 SELF-RIM STAINLESS STEEL. SINK DEPTH SHALL BE 8". SINK SHALL BE COMPLETE WITH #LK3000 CR SINGLE-LEVER WITH SWING SPOUT, 2 HOLE INSTALLATION AND LKAD18 CHROME PLATED DELUXE DRAIN OUTLET. SINK SHALL HAVE 2-HOLE PUNCHING. SUPPLIES SHALL BE STAINLESS STEEL FLEXIBLE WITH STOPS TRAP SHALL BE CAST C.P. (COUNTER NOT IN THIS DIVISION).	ON REAR SINK LEDGE FAUCET SHALL BE CENTER AND RIGHT 4" CENTER TO CENTER (MR2 CONFIGURATION)
P10	FLOOR RECEPTOR	FLOOR RECEPTOR SHALL BE FIAT MOLDED STONE MOP SERVICE BASIN #MSB 2424, 24"x24"x10", #B30-AA SERVICE FAUCET WITH INTEGRAL VACUUM BREAKER IN JANITORS CLOSET ONLY PROVIDE #889-CC MOP HANGER, #E-88-AA BUMPER GUARD, #B32-AA HOSE AND HOSE BRACKET.	FAUCET CONTAINS VACUUM BREAKER
P11	SHOWER STALL	SHOWER STALLS NOT IN PLUMBING DIVISION. PLUMBING CONTRACTOR SHALL ROUGH, PROVIDE AND INSTALL SHOWER BASE WITH DRAIN, SHOWER VALVE AND HEAD AND CONNECT IN FULL OPERATING ORDER. SHOWER BASE SHALL BE "FIAT" CASCADE 36"x36" MOLDED STONE MODEL 36WL WITH STAINLESS STEEL STRAINER. SHOWER ASSEMBLY SHALL BE "SYMMONS" TEMPTROL #96-1-X1 PRESSURE-BALANCING MIXING VALVE WITH INTEGRAL STOPS, SINGLE BLADE HANDLE AND ADJUSTABLE STOP. SHOWER HEAD WITH ARM AND FLANGE. SHOWER VALVES TO BE MOUNTED AT 48" A.F.F. AS SHOWN IN MANUFACTURER'S INSTRUCTIONS. SHOWER HEADS MUST HAVE 1.5 G.P.M. FLOW RESTRICTOR.	SHOWER STALL NOT IN PLUMBING DIVISION
P12	SHOWER STALL ADA ACCESSIBLE	SHOWER STALLS NOT IN PLUMBING DIVISION. PLUMBING CONTRACTOR SHALL ROUGH, PROVIDE AND INSTALL SHOWER BASE WITH DRAIN, SHOWER VALVE AND HEAD AND CONNECT IN FULL OPERATING ORDER. SHOWER BASE SHALL BE ACRYLIC, BARRIER FREE SHOWER PAN 36"x36" FREEDOM MODEL #APA3636BFPAN WITH POLISHED CHROME DRAIN ASSEMBLY AND 3/4" BARRIER FREE THRESHOLD. SHOWER ASSEMBLY SHALL BE "SYMMONS" TEMPTROL #96-500-B30-L-VX PRESSURE-BALANCING MIXING VALVE WITH INTEGRAL STOPS, SINGLE BLADE HANDLE AND ADJUSTABLE STOP SCREW TO LIMIT HANDLE TURN. LEVER/TURN 4"-45B DIVERTER. SHOWER HEAD WITH ARM AND FLANGE. SHOWER HEAD MUST HAVE 1.5 G.P.M. FLOW RESTRICTOR. WALL/HAND SHOWER WITH FLEXIBLE METAL HOSE, IN-LINE VACUUM BREAKER, WALL CONNECTION SAND FLANGE 30" SLIDE BAR FOR HAND SHOWER MOUNTING.	SHOWER STALL NOT IN PLUMBING DIVISION

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

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REVISIONS:
DATE DESCRIPTION

REVISIONS:	DATE	DESCRIPTION

MERIDEN POLICE DEPARTMENT
LOCKER ROOM RENOVATION
50 WEST MAIN STREET
MERIDEN, CONNECTICUT

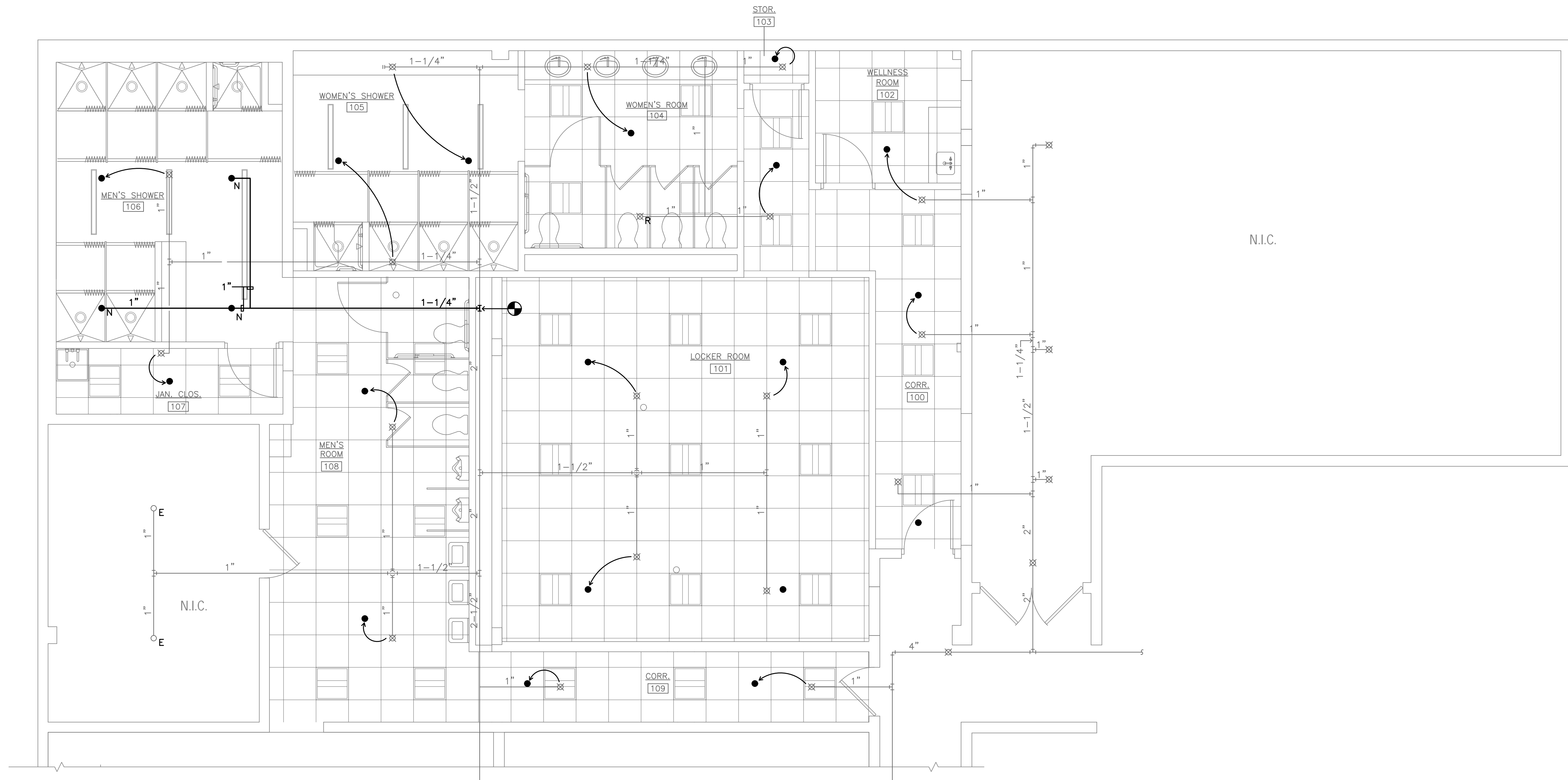
DRAWING TITLE:
PARTIAL FLOOR PLAN - FIRE PROTECTION

SCALE: 1/4" = 1'-0" DRAWN BY: BJC REVIEWED BY: BJC

DRAWING NO.:

FP-1

DATE: 28 DECEMBER 2023 JOB NUMBER: 23038



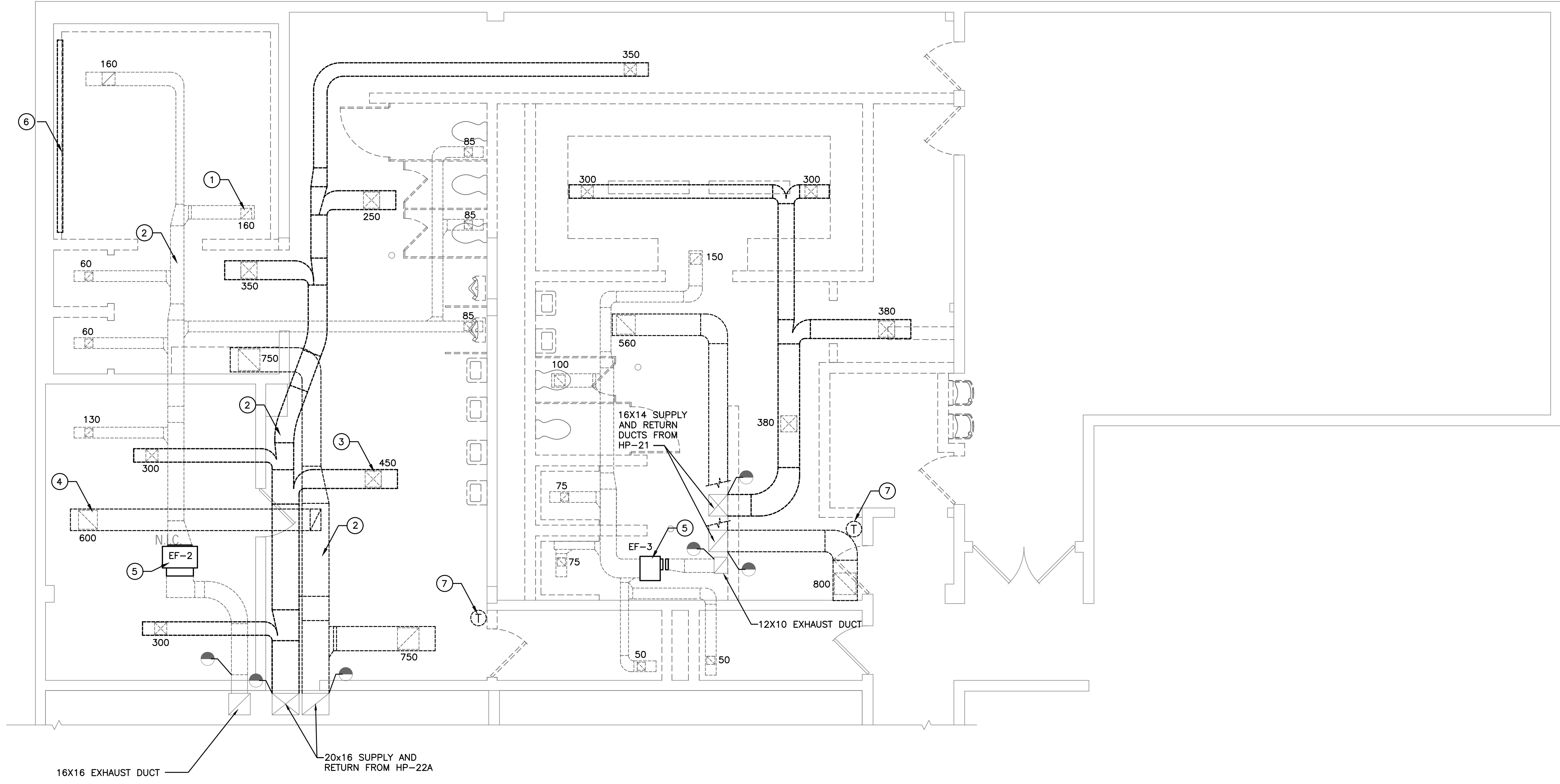
FLOOR PLAN — FIRE PROTECTION
SCALE: 1/4" = 1'-0" NORTH

SPRINKLER SYMBOLS

- E — EXISTING SPRINKLER HEAD TO REMAIN.
- N — NEW CONCEALED TYPE SPRINKLER HEAD. CONNECT TO EXISTING PIPING. EXTEND BRANCH PIPING OR CROSS MAIN AS NECESSARY TO SUIT NEW LAYOUT. MODIFY AS REQUIRED.
- ⊗ R — EXISTING SPRINKLER HEAD TO BE REMOVED. CAP PIPING AT BRANCH.
- ⊗ — EXISTING SPRINKLER HEAD TO BE REMOVED. EXTEND EXISTING BRANCH PIPING OR CROSS MAIN AS NECESSARY AND INSTALL NEW CONCEALED SPRINKLER HEAD IN NEW SUSPENDED CEILING.
- — EXISTING SPRINKLER PIPING
- — NEW SPRINKLER PIPING
- ⊙ — POINT OF CONNECTION

REVISIONS:

NO.	DATE	DESCRIPTION



PARTIAL GROUND FLOOR PLAN – H.V.A.C. DEMOLITION
SCALE: 1/4" = 1'-0"

- HVAC DEMOLITION LEGEND**
- ① REMOVE EXISTING EXHAUST GRILLE (TYPICAL)
 - ② REMOVE EXHAUST, SUPPLY AND RETURN DUCTWORK ABOVE CEILING (TYPICAL).
 - ③ REMOVE EXISTING SUPPLY DIFFUSERS(TYPICAL)
 - ④ REMOVE EXISTING RETURN GRILLES (TYPICAL)
 - ⑤ REMOVE EXISTING INLINE EXHAUST FAN AND ASSOCIATED ACCESSORIES.
 - ⑥ REMOVE EXISTING FIN-TUBE RADIATION AND ASSOCIATED PIPING AND MAKE SAFE AND CAP ABOVE CEILING.
 - ⑦ REMOVE THERMOSTAT TO RESPECTIVE WATER SOURCE HEAT PUMP (HP-21 AND HP-22A). CONTRACTOR SHALL FIELD VERIFY INTEGRITY OF EXISTING LOW VOLTAGE WIRING AND LEAVE IT IN PLACE.

- HVAC SYMBOLS:**
- 100 [Symbol] NEW CEILING/FLOOR DIFFUSER – WITH CFM INDICATED
 - [Symbol] NEW CEILING RETURN/EXHAUST GRILLE
 - [Symbol] NEW SUPPLY DIFFUSERS SEE SCHEDULE DRAWING HVAC-2
 - [Symbol] DUCT – SUPPLY
 - [Symbol] DUCT – RETURN/EXHAUST
 - [Symbol] STANDARD RADIUS ELBOW
 - [Symbol] DUCT TRANSITION
 - [Symbol] WALL HEATER
 - [Symbol] PIPING ELBOW—TURNED UP
 - [Symbol] PIPING ELBOW—TURNED DOWN
 - [Symbol] V.D. VOLUME DAMPER
 - [Symbol] LIMIT OF DEMOLITION – CAP AND SEAL WHERE REQUIRED
 - [Symbol] POINT OF CONNECTION TO EXISTING PIPING

- HVAC DEMOLITION – GENERAL NOTES**
1. IT IS THE INTENTION THAT ALL THE DISTRIBUTION DUCTWORK SERVING THE CONSTRUCTION AREA BE REMOVED BACK TO THE EXHAUST, SUPPLY AND RETURN RISERS FROM MECHANICAL SPACES ABOVE. THIS EXCLUDES THE SARGENT'S LOCKER ROOM AREA. THIS INCLUDES ALL REGISTERS AND GRILLES. IN ADDITION THE TWO THERMOSTATS SERVING THESE AREAS WILL BE REMOVED. ANY ASSOCIATED INSULATION, SHALL BE DISPOSED OF.
 2. MECHANICAL CONTRACTOR SHALL REMOVE THE TWO EXISTING INLINE EXHAUST FANS (EF-2 AND EF-3) ALONG WITH ALL ACCESSORIES AND MAKE ELECTRICAL WIRING SAFE.
 3. MECHANICAL CONTRACTOR SHALL REMOVE TWO EXISTING WATER SOURCE HEAT PUMPS SERVING THE CONSTRUCTION AREA (HP-21 AND HP-22A). THESE UNITS SHALL BE REPLACED, SO THE MECHANICAL CONTRACTOR SHALL CUT BACK DUCTWORK AND WATER PIPING AND ELECTRICAL CONNECTIONS BOTH LINE AND LOW VOLTAGE IN SUCH A WAY AS TO MAKE REPLACEMENT FEASIBLE.
 4. RECLAIM ALL REFRIGERANT WHEN DEMOLISHING THE TWO HEAT PUMPS. DISPOSE OF ANY HAZARDOUS MATERIAL IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL LAWS, ORDINANCES, ETC.

MERIDEN POLICE DEPARTMENT
LOCKER ROOM RENOVATION
 50 WEST MAIN STREET
 MERIDEN, CONNECTICUT

DRAWING TITLE:
PARTIAL GROUND FLOOR PLAN - HVAC DEMOLITION

SCALE: 1/8" = 1'-0" DRAWN BY: DC REVIEWED BY: DC

DRAWING NO.:
HVAC-1

DATE: 28 DECEMBER 2023 JOB NUMBER: 23038

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MERIDEN POLICE DEPARTMENT
LOCKER ROOM RENOVATION
50 WEST MAIN STREET
MERIDEN, CONNECTICUT

DRAWING TITLE:

PARTIAL GROUND FLOOR PLAN - HVAC

SCALE: 1/8" = 1'-0" DRAWN BY: DC REVIEWED BY: DC

DRAWING NO.:

HVAC-2

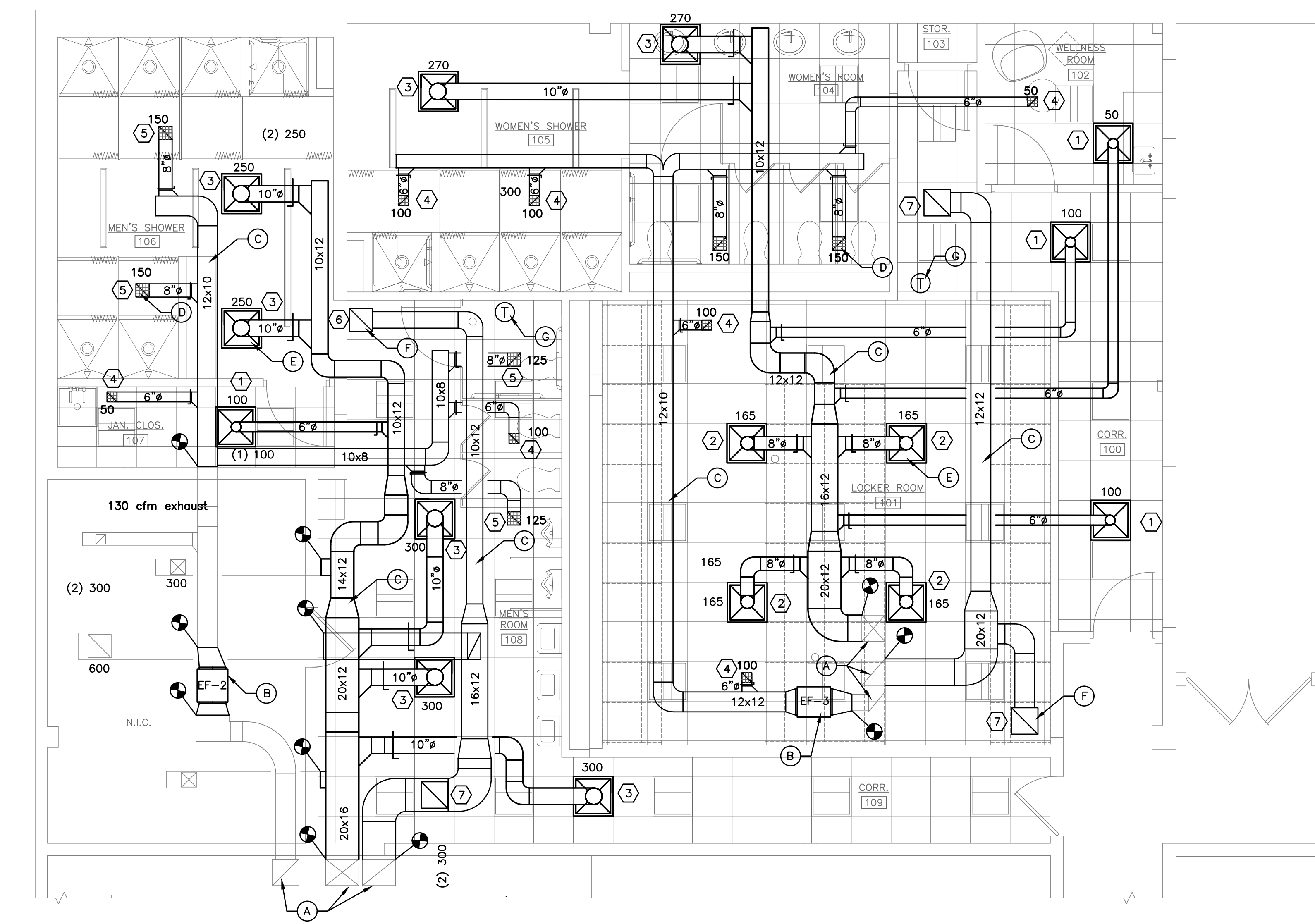
DATE: 28 DECEMBER 2023 JOB NUMBER: 23038

GENERAL NOTES

- BEFORE SUBMITTING A BID, EACH CONTRACTOR SHALL VISIT THE SITE AND BECOME THOROUGHLY FAMILIAR WITH ALL EXISTING CONDITIONS UNDER WHICH HIS WORK WILL BE INSTALLED. EACH CONTRACT INCLUDES ALL NECESSARY OFFSET, TRANSITIONS AND MODIFICATIONS REQUIRED TO INSTALL ALL NEW EQUIPMENT. ALSO INCLUDED SHALL BE ANY MODIFICATIONS NECESSARY TO EXISTING EQUIPMENT, PIPING OR SYSTEMS FOR INSTALLATION OF NEW EQUIPMENT BY THIS OR ANY OTHER TRADE. ALL NEW AND EXISTING EQUIPMENT AND SYSTEMS SHALL BE FULLY OPERATIONAL UNDER THIS CONTRACT BEFORE THE JOB IS CONSIDERED COMPLETE. EACH CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY ASSUMPTIONS HE MAKES, ANY OMISSIONS OR ERRORS HE MAKES, AS A RESULT OF HIS FAILURE TO COORDINATE WITH THE EXISTING CONDITIONS AND THE CONTRACT DOCUMENTS OF ALL TRADES.
- ALL NEW RIGID SUPPLY DUCTWORK (TRUNK-LINES AND BRANCHES) SHALL BE EXTERNALLY INSULATED WITH "DUCT WRAP" WITH A FSK BACKING AND A MINIMUM R VALUE OF R8.
- SEAL ALL NEW SUPPLY DUCTWORK AIRTIGHT.
- ALL BRANCH DUCTWORK SHALL BE RIGID PIPE. FLEX DUCT IS ALLOWED.
- PROVIDE A VOLUME DAMPER IN EACH NEW BRANCH DUCT TO EACH NEW DIFFUSER.
- AFTER WORK IS COMPLETED, TEST AND BALANCE SUPPLY AIR SYSTEMS TO DIFFUSER C.F.M. VALUES INDICATED.
- ALL SUPPLY DIFFUSERS AND RETURN GRILLES SHALL BE NEW, IN NEW LOCATIONS, UNLESS NOTED OTHERWISE. BE SURE THAT NECK SIZES ARE COMPATIBLE WITH NEW CFM VALUES SHOWN, CLEAN THOROUGHLY BEFORE INSTALLING. COORDINATE WITH NEW SUSPENDED CEILINGS AND ALL OTHER TRADES.
- PLEASE NOTE: ALL DUCTWORK IS ABOVE SUSPENDED CEILING.
- EACH SYSTEM SHALL HAVE IT OWN DEDICATED THERMOSTAT WIRED AND MOUNTED ON THE WALL.
- MECHANICAL CONTRACTOR SHALL PROVIDE PENETRATIONS THROUGH EXISTING WALLS, FLOORS AND CEILINGS.
- COORDINATE THE LOCATION OF CEILING MOUNTED LIGHTS WITH SPRINKLER HEADS AND SUPPLY AND RETURN DUCTWORK, AND SUPPLY DIFFUSERS AND RETURN GRILLES.
- EF-1, EF-2 SHALL BE INTERLOCKED WITH THEIR RESPECTIVE HEAT PUMP (HP-21 AND HP-22A).

PLEASE NOTE: EXISTING HP-21 AND HP-22A SHALL BE REPLACED IN THE MECHANICAL PENTHOUSE ABOVE. MECHANICAL CONTRACTOR SHALL DISCONNECT THE ELECTRICAL (LINE AND LOW VOLTAGE), THE WATER PIPING (SUPPLY AND RETURN), THE DUCTWORK (BOTH SUPPLY AND RETURN) AND ALL NECESSARY ACCESSORIES. THE TWO UNITS SHALL BE RIGGED OUT OF THE SPACE AND OFF SITE AND THE NEW UNITS SHALL BE RIGGED INTO THEIR FINAL LOCATIONS. THEN ALL ELECTRICAL, DUCTWORK, WATER PIPING, AND CONTROLS SHALL RECONNECTED, PROVIDING ANY MATERIALS NECESSARY TO PROVIDE A COMPLETE OPERATIONAL INSTALLATION. EXISTING HP-21 SHALL BE REPLACE BY WSHP-1 AND EXISTING HP-22A SHALL BE REPLACED BY WSHP-2, SEE SCHEDULE FOR WATER SOURCE HEAT PUMPS ON SHEET HVAC-3.

PLEASE NOTE: THE MECHANICAL CONTRACTOR SHALL CONTACT CONNECTICUT TEMPERATURE CONTROLS, 500 CORPORATE ROW, CROMWELL, CT 06416, TEL NO. 800-890-2022, CONTACT PERSON: TIM CORCORAN. THE CONTROL OF THE INSTALLATION SHALL BE INTERFACED WITH THE EXISTING BMS SYSTEM PER THE INSTRUCTIONS OF CONNECTICUT TEMPERATURE CONTROLS. CTC SHALL BE THE CONTROLS CONTRACTOR AND SHALL PROVIDE ALL REQUIRED CONTROLS, WIRING, MATERIALS AND LABOR TO INTEGRATE THE NEW UNITS (HP-21, HP-22A AND TWO INLINE EXHAUST FANS) INTO THE EXISTING BUILDING MANAGEMENT SYSTEM (BMS).



PARTIAL GROUND FLOOR PLAN - H.V.A.C.
SCALE: 1/4" = 1'-0"

- HVAC LEGEND (NEW WORK)**
- HVAC SYMBOLS OR DIFFUSER - WITH CFM INDICATED
 - NEW CEILING RETURN/EXHAUST GRILLE
 - NEW SUPPLY DIFFUSERS
SEE SCHEDULE DRAWING HVAC-2
 - DUCT - SUPPLY
 - DUCT - RETURN/EXHAUST
 - STANDARD RADIUS ELBOW
 - DUCT TRANSITION
 - WALL HEATER
 - PIPING ELBOW-TURNED UP
 - PIPING ELBOW-TURNED DOWN
 - V.D.
 - LIMIT OF DEMOLITION - CAP AND SEAL WHERE REQUIRED
 - POINT OF CONNECTION TO EXISTING PIPING

- (A) TIE INTO EXISTING EXHAUST RISER, SUPPLY RISER, RETURN RISER THAT ARE ROUTED DOWN FROM FLOOR ABOVE
- (B) REPLACE EXISTING IN-LINE EXHAUST FAN AND PROVIDE ALL REQUIRED HANGING MATERIALS, VIBRATION ISOLATORS, SHEET METAL DUCT TRANSITION AND FLEXIBLE CONNECTORS. PROVIDE NEW EXHAUST GRILLES. (TYPICAL).
- (C) PROVIDE ALL NEW EXHAUST DUCTWORK, SUPPLY DUCTWORK, AND RETURN DUCTWORK. (TYPICAL).
- (D) PROVIDE NEW EXHAUST GRILLES (TYPICAL).
- (E) PROVIDE NEW SUPPLY DIFFUSERS (TYPICAL).
- (F) PROVIDE NEW RETURN GRILLES (TYPICAL)
- (G) FURNISH AND INSTALL A NEW THERMOSTAT FOR THE RESPECTIVE WATER SOURCE HEAT PUMP (HP-21 AND HP-22A REPLACEMENTS), AND ALL REQUIRED LOW VOLTAGE WIRING. THERMOSTATS SHALL BE COMPATIBLE WITH BUILDING BMS SYSTEM.

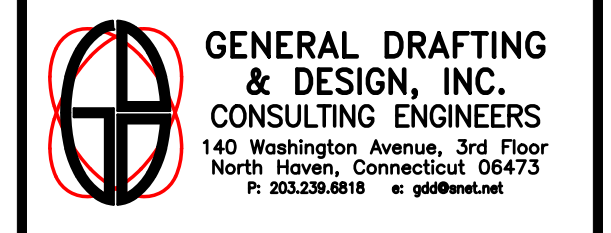
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**MERIDEN POLICE DEPARTMENT
LOCKER ROOM RENOVATION**
50 WEST MAIN STREET
MERIDEN, CONNECTICUT

DRAWING TITLE:
SCHEDULES - HVAC

SCALE: 1/8" = 1'-0" DRAWN BY: DC REVIEWED BY: DC
DRAWING NO.:

HVAC-3

DATE: 28 DECEMBER 2023 JOB NUMBER: 23038

WATER SOURCE HEAT PUMP SCHEDULE																								
UNIT NO.	NOMINAL TONS	MANUFACTURER	MODEL	SERVICE	SUPPLY CFM	FAN HP	EXTERNAL STATIC PRESSURE (IN. H2O)	REFRIG. TYPE	FLUID FLOW (G.P.M.)	WATER SOURCE HEAT PUMP							ELECTRICAL				OPERATG. WEIGHT (LBS.)	REMARKS		
										COOLING CAPACITY (BTUH)	EWT/LWT (DEG. F.)	EAT (DB/WB)	EER BTUH/W	HEATING CAPACITY (BTUH)	EWT/LWT (DEG. F.)	EAT/LAT (DB)	COP	UNIT		VOLTAGE			PHASE	HERTZ
																		MCA	MOP					
WSHP-1	4.0	DAIKIN	WGCV048	REPLACES HP-21	1419	0.5	0.3	R-410A	12.0	44,215	90.0/99.2	81.5/68.0	13.7	60,733	70.0/62.0	70.0/109.4	4.7	30.6	50.0	208/230	1	60	272	1 THRU 10
WSHP-2	3.0	DAIKIN	WGCV060	REPLACES HP-22A	2048	0.75	0.3	R-410A	15.0	58,574	90.0/100.0	80.0/66.2	12.1	77,061	70.0/62.0	70.0/104.6	4.4	38.4	60.0	208/230	1	60	283	1 THRU 10

REMARKS:
1. UNIT CONTROLS: MICROTECH III
2. STANDARD 50 VA TRANSFORMER
3. THERMOSTAT CONTROL
4. FREEZE FAULT PROTECTION
5. UNIT CONFIGURATION SHALL BE FIELD VERIFIED BEFORE ORDERING. BOTH UNITS A VERTICAL DISCHARGE.
6. PRIMARY CONSTRUCTION - STAINLESS STEEL
7. FILTERS: STANDARD 1-INCH, 2-SIDED, THROW-AWAY TYPE.
8. INSULATION - COMPRESSOR COMPARTMENT - 1/2 INCH FIBERGLASS, SKIN-FACED, AIR COMPARTMENT - 1/2 INCH FIBERGLASS, SKIN-FACED.
9. WITH UNIT MOUNTED DISCONNECT SWITCH
10. 4 YEAR COMPRESSOR ONLY WARRANTY, EXTENDED PARTS WARRANTY, 1ST YEAR LABOR ALLOWANCE

EXHAUST FAN SCHEDULE										
SYMBOL	MAKE	MODEL	TYPE	CFM	SP	H.P.	VOLTAGE	DRIVE	RPM	SONES
EF-2	COOK	120SQN17D(VF)	INLINE	830	.50	1/4	120-1PH	DIRECT	1216	6.8
EF-3	COOK	100SQN28D(VF)	INLINE	750	.50	1/3	120-1PH	DIRECT	1784	7.8

REMARKS- EACH FAN SHALL HAVE:
1. FAN MOUNTED SPEED CONTROL
2. DISCONNECT NEMA-1 PRE-WIRED
3. HANGING MATERIALS WITH RUBBER-N-SHEAR VIBRATION ISOLATOR (4 PER FAN)
4. EF-2 AND EF-3 ARE THE IDENTIFICATION NUMBERS OF THE EXISTING FANS THAT ARE TO BE REPLACED.

DIFFUSER/GRILLE SCHEDULE						
SYMBOL	MAKE	MODEL	TYPE	FACE SIZE	NECK OR INLET SIZE	OPTIONS
①	TITUS	TDCA-AA	SUPPLY SQUARE DIFFUSER	6" x 6" WITH 24" x 24" MODULE	SAME AS BRANCH DUCT (6"ø)	BORDER TYPE 3
②	TITUS	TDCA-AA	SUPPLY SQUARE DIFFUSER	9" x 9" WITH 24" x 24" MODULE	SAME AS BRANCH DUCT (8"ø)	BORDER TYPE 3
③	TITUS	TDCA-AA	SUPPLY SQUARE DIFFUSER	10" x 10" WITH 24" x 24" MODULE	SAME AS BRANCH DUCT (10"ø)	BORDER TYPE 3
④	TITUS	5OFF	RETURN GRILLE	6" x 6" WITH 24" x 24" MODULE	PROVIDE MOUNTING BOX	BORDER TYPE 3
⑤	TITUS	5OFF	RETURN GRILLE	8" x 8" WITH 24" x 24" MODULE	PROVIDE MOUNTING BOX	BORDER TYPE 3
⑥	TITUS	5OFF	RETURN GRILLE	14" x 14" WITH 24" x 24" MODULE	PROVIDE MOUNTING BOX	BORDER TYPE 3
⑦	TITUS	5OFF	RETURN GRILLE	16" x 16" WITH 24" x 24" MODULE	PROVIDE MOUNTING BOX	BORDER TYPE 3

PLEASE NOTE: ALL DIFFUSERS, RETURN GRILLES AND EXHAUST GRILLES SHALL BE ALUMINUM.

ELECTRICAL SPECIFICATIONS

SCOPE - WORK SHALL CONSIST OF FURNISHING OF ALL LABOR, MATERIALS AND SERVICES REQUIRED, COMPLETE AND READY FOR PROPER OPERATION, FOR THE INSTALLATION OF ALL ELECTRICAL WORK CALLED FOR BY THE ACCOMPANYING PLANS AND SPECIFICATIONS. ALL SYSTEMS AND EQUIPMENT SHALL BE FULLY OPERATIONAL UNDER THIS CONTRACT BEFORE THE JOB IS CONSIDERED COMPLETE.

CODES, REGULATIONS AND STANDARDS - ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT CODES IN EFFECT:

- 2020 NATIONAL ELECTRICAL CODE
- 2022 CONNECTICUT STATE BUILDING CODE
- 2022 CONNECTICUT STATE FIRE SAFETY AND FIRE PREVENTION CODES
- ANY AND ALL LOCAL, STATE AND FEDERAL AUTHORITIES HAVING JURISDICTION OVER WORK

PERMITS, FEES AND INSPECTIONS - THE CONTRACTOR SHALL GIVE ALL NECESSARY NOTICES, OBTAIN ALL PERMITS, PAY ALL GOVERNMENT AND STATE SALES TAXES AND FEES APPLICABLE. HE SHALL COMPLETE ALL DOCUMENTS, FILE ALL DRAWINGS, OBTAIN ALL NECESSARY APPROVALS FROM THE PROPER AUTHORITY HAVING JURISDICTION AND OBTAIN ALL REQUIRED CERTIFICATES OF INSPECTION COVERING HIS WORK.

GUARANTEES - ALL WORKMANSHIP AND MATERIALS SHALL BE FULLY GUARANTEED FOR A PERIOD OF ONE YEAR AFTER ACCEPTANCE OF ENTIRE INSTALLATION COVERED BY THIS CONTRACT. SHOULD ANY DEFECTS OCCUR DURING THIS TIME PERIOD, THE CONTRACTOR SHALL REPAIR AND/OR REPLACE ALL DEFECTIVE EQUIPMENT, MATERIALS AND/OR WORK AT NO EXTRA CHARGE.

SHOP DRAWINGS - SUBMIT ELECTRONIC COPIES OF DETAILED SHOP DRAWINGS FOR REVIEW OF ALL EQUIPMENT AND MATERIALS SPECIFIED AND BEING FURNISHED FOR PROJECT. SUBMITTALS SHALL BE SPECIFIC, WITH ITEMS BEING SUBMITTED FOR APPROVAL CLEARLY IDENTIFIED.

PROPERTY AND EQUIPMENT PROTECTION - CONTRACTOR SHALL TAKE ALL MEANS NECESSARY AND/OR REQUIRED TO PROTECT OWNER'S PROPERTY WITHIN WORKING AREAS FROM DUST, DEBRIS AND PHYSICAL DAMAGE GENERATED BY HIS WORK. PROTECT ALL EXISTING ELECTRICAL EQUIPMENT INCLUDED IN THIS CONTRACT AGAINST DAMAGE, ETC, AS CONTRACTOR WILL BE HELD RESPONSIBLE FOR ANY DAMAGE TO EQUIPMENT FURNISHED BY HIM UNTIL FINAL ACCEPTANCE.

CUTTING, PATCHING, REPAIRING AND PAINTING - ELECTRICAL CONTRACTOR SHALL PERFORM ALL CUTTING FOR ELECTRICAL ITEMS TO BE SUPPLIED. CONTRACTOR SHALL REMOVE ALL PATCHING, REPAIRING AND PAINTING FOR ALL ELECTRICAL ITEMS UNDER THIS CONTRACT.

INTERRUPTION OF EXISTING SERVICES - PRECAUTIONS SHALL BE TAKEN AS NOT TO DISTURB OPERATIONS OF ADJACENT OCCUPIED TENANT AREAS. PRIOR TO PERFORMING WORK REQUIRING INTERRUPTION OF EXISTING BUILDING SERVICES, THE CONTRACTOR SHALL SECURE APPROVAL OF PROPOSED OPERATION FROM BUILDING OWNER 72 HOURS IN ADVANCE.

CLEAN UP - CONTRACTOR SHALL TAKE CARE TO AVOID ACCUMULATION OF BOXES AND DEBRIS RESULTING FROM THE INSTALLATION OF HIS WORK. CONTRACTOR SHALL REMOVE ALL DEBRIS FROM THE PREMISES EACH DAY AND KEEP THE WORK AREA CLEAN.

PENETRATION SEALANT - ALL PENETRATIONS SHALL BE SEALED WITH 3M INTUMESCENT FIRE BARRIER PENETRATION SEALANT, APPLIED PER MANUFACTURER'S AND UL GUIDELINES.

RECORD DRAWINGS - MAINTAIN A SET OF ELECTRICAL DRAWINGS AT THE SITE INDICATING ACTUAL DEVICE LOCATIONS AND CONDUIT ROUTINGS ON THE PROJECT. CLEARLY MARK ALL ITEMS IN RED ON THE DRAWINGS. AT THE COMPLETION OF THE PROJECT, PROVIDE A COMPLETE SET OF AS-BUILT DRAWINGS CLEARLY SHOWING ALL LOCATIONS AND TURN OVER TO OWNER.

REMOVALS - CONTRACTOR SHALL DISCONNECT AND REMOVE ALL ELECTRICAL WORK AS SHOWN AND NOTED ON DRAWINGS, AND ALL ELECTRICAL WORK NOT BEING USED. BEFORE SUBMITTING HIS BID, THE CONTRACTOR SHALL VISIT THE SITE AND SURVEY THE EXISTING CONDITIONS UNDER WHICH HIS WORK WILL BE INSTALLED. ALL NEW AND EXISTING EQUIPMENT AND SYSTEMS SHALL BE FULLY OPERATIONAL BEFORE THIS PROJECT IS CONSIDERED COMPLETE. CONTRACTOR SHALL PERFORM REMOVALS WITH MINIMUM DISRUPTION OF EXISTING FUNCTIONING ELECTRICAL SYSTEMS.

ALL DEVICES WHICH ARE NO LONGER REQUIRED TO FUNCTION SHALL BE DE-ENERGIZED, DISCONNECTED AND REMOVED BACK TO THE SOURCE OF SUPPLY. ALL EXISTING ACTIVE CIRCUITS WHICH FEED DEVICES THAT ARE TO REMAIN SHALL BE MAINTAINED IN SERVICE AND SHALL BE RE-REF. DISCONNECT AND COMPLETELY REMOVE ALL UNUSED CONDUIT, WIRING, CABLING, BOXES, SUPPORTS, ETC. BACK TO THE SOURCE OF SUPPLY.

MATERIALS AND WORKMANSHIP - ALL MATERIALS REQUIRED FOR THE WORK SHALL BE NEW, OF FIRST-CLASS QUALITY AND BEAR THE UL LABEL. WHERE NO SPECIFIC BRAND OR QUALITY OF MATERIAL IS GIVEN, A FIRST-CLASS STANDARD ARTICLE SHALL BE FURNISHED. ALL WORK SHALL BE OF A QUALITY CONSISTENT WITH GOOD TRADE PRACTICE AND SHALL BE INSTALLED IN A NEAT, WORKMANLIKE MANNER.

CONDUCTORS - CONDUCTORS FOR BUILDING WIRE SHALL BE UL LISTED, 600 VOLTS, 75°C, SINGLE CONDUCTOR TYPE THHN/THHN. 98% CONDUCTIVITY ANNEALED UNCOATED COPPER WITH PVC INSULATION COVERED WITH NYLON SHEATH JACKET. ALL CONDUCTORS SHALL BE STRANDED. MINIMUM SIZE CONDUCTOR SHALL BE #12 AWG. MANUFACTURED BY ROME CABLE OR EQUAL.

ELECTRICAL METALLIC TUBING (EMT) - ELECTRICAL METALLIC TUBING SHALL BE GALVANIZED THIN WALL STEEL CONDUIT. CONNECTORS AND COUPLINGS SHALL BE HEAVY DUTY, ZINC PLATED STEEL. SET SCREW TYPE CONDUIT BODIES SHALL BE CAST ALUMINUM WITH ALUMINUM COVER AND SET SCREW HUBS. CONDUIT STRAPS SHALL BE SNAP-TYPE, DOUBLE RIBBED ZINC PLATED STEEL. MANUFACTURED BY ALLIED TUBE AND CONDUIT OR EQUAL. MINIMUM SIZE CONDUIT SHALL BE 3/4".

METAL CLAD CABLE (TYPE MC) - METAL CLAD CABLE SHALL BE OF INTERLOCKING GALVANIZED STEEL ARMOR CONSTRUCTION. COLOR CODED THERMOPLASTIC/NYLON INSULATION THHN, 90°C, 600V, COPPER CONDUCTORS WITH INTERNAL INSULATED EQUIPMENT COPPER GROUND CONDUCTOR. MINIMUM SIZE SHALL BE #12 AWG UNLESS OTHERWISE INDICATED. MANUFACTURED BY AMERICAN FLEXIBLE CONDUIT OR EQUAL.

METAL CLAD CABLE (TYPE MC-PCS) - TYPE MC-PCS CABLE SHALL BE OF INTERLOCKING ARMOR CONSTRUCTION. COLOR CODED THERMOPLASTIC/NYLON INSULATION THHN, 90°C, 600V, COPPER CONDUCTORS WITH INTERNAL INSULATED EQUIPMENT COPPER GROUND CONDUCTOR ASSEMBLY WITHIN CABLE WITH 16/2 AWG CU TYPE TFN, PURPLE AND GRAY INSULATION. MINIMUM SIZE CONDUCTOR #12 AWG, MANUFACTURED BY AFC OR SOUTHWIRE.

OUTLET BOXES - OUTLET BOXES SHALL BE GALVANIZED STEEL, OF PROPER TYPE AND SIZE AS REQUIRED FOR THE APPLICATION. BOXES SHALL BE SECURED FIRMLY TO BUILDING STRUCTURE TO TAKE THE WEIGHT OF LIGHTING FIXTURES AND DEVICES, AND SET TRUE AND SQUARE. OUTLET BOXES SHALL BE ATTACHED SUCH THAT THEY WILL NOT ROCK, SHIFT OR MOVE WHEN DEVICES ARE USED. MANUFACTURED BY RACO OR EQUAL.

SURFACE METAL RACEWAY - SURFACE METAL RACEWAY SHALL BE AS MANUFACTURED BY WIREMOLD. MINIMUM SIZE 700, WITH MATCHING DEVICE PLATES AND ALL REQUIRED MOUNTING ACCESSORIES.

WIRING DEVICES - DEVICES SHALL BE 20A COMMERCIAL GRADE, UL LISTED, BACK & SIDE WIRED, SELF-GROUNDING WITH GROUND LUG, BROWN COLOR. MANUFACTURED BY HUBBELL. COVER PLATES SHALL BE TYPE 302/304 BRUSHED STAINLESS STEEL, BY LEVITON OR EQUAL.

LIGHTING FIXTURES - FURNISH AND INSTALL ALL LIGHTING FIXTURES AS SHOWN ON PLANS AND SCHEDULES, COMPLETE WITH REQUIRED ACCESSORIES AND MOUNTING HARDWARE. PROVIDE LAMPING FOR ALL FIXTURES WITH LUMEN OUTPUT, WATTAGE AND COLOR TEMPERATURE AS SPECIFIED IN SCHEDULE. CLEAN AND REMOVE ALL PAINT, STICKERS, DIRT, SMUDGES AND FINGERPRINTS FROM FIXTURES AFTER FINAL CLEAN-UP.

INSTALLATION - ALL WORK, MATERIALS AND MANNER OF INSTALLATION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE 2020 NATIONAL ELECTRICAL CODE AND ALL APPLICABLE CODES. PROVIDE WIRING TO ALL EQUIPMENT FURNISHED UNDER THIS DIVISION AND BY OWNER. THE TERM "WIRING" SHALL BE CONSIDERED TO BE COMPRISED OF THE CONDUIT, CONDUCTORS, AND CONNECTIONS, COMPLETE AND READY FOR PROPER OPERATION.

ELECTRICAL DRAWINGS ARE DIAGRAMMATIC ONLY AND CONDUIT RUNS ARE SHOWN SCHEMATICALLY. BUILDING CONDITIONS WILL DETERMINE ACTUAL CONDUIT ROUTING. ALL CONDUIT AND WIRING SHALL BE INSTALLED PARALLEL AND PERPENDICULAR TO BUILDING LINES. CONDUIT AND WIRING PASSING THROUGH FIRE RATED PARTITIONS SHALL BE SEALED WITH FIRE RETARDANT SEALANT.

CONDUCTORS WITHIN PANELBOARDS, PULL BOXES AND OTHER EQUIPMENT SHALL BE NEATLY ARRANGED AND TIED WITH CABLE TIES. CIRCUITS SHALL BE CONNECTED TO PANELS SO THAT TOTAL LOAD IS DISTRIBUTED AS EVENLY AS POSSIBLE BETWEEN EACH LINE AND NEUTRAL. BALANCE ALL PANELS TO +/- 10%.

ELECTRICAL METALLIC TUBING (EMT) SHALL BE USED FOR CONCEALED AND EXPOSED LIGHTING, AND POWER BRANCH CIRCUIT WIRING. BRANCH CIRCUIT WIRING FOR RECEPTACLES AND DEVICES IN DRYWALL CONSTRUCTION AND ACCESSIBLE HUNG CEILING SPACES SHALL BE TYPE MC CABLE. BRANCH CIRCUIT WIRING FOR LIGHTING FIXTURES AND SWITCHES IN DRYWALL CONSTRUCTION AND ACCESSIBLE HUNG CEILING SPACES SHALL BE TYPE MC-PCS CABLE.

NEW WIRING ON EXISTING CMU WALLS SHALL BE RUN IN WIREMOLD SURFACE RACEWAY.

CONDUCTOR IDENTIFICATION - CONDUCTORS #6 AWG AND SMALLER SHALL HAVE COLOR-CODED INSULATION. BRANCH CIRCUIT CONDUCTORS SHALL BE IDENTIFIED FOR PHASE ROTATION.

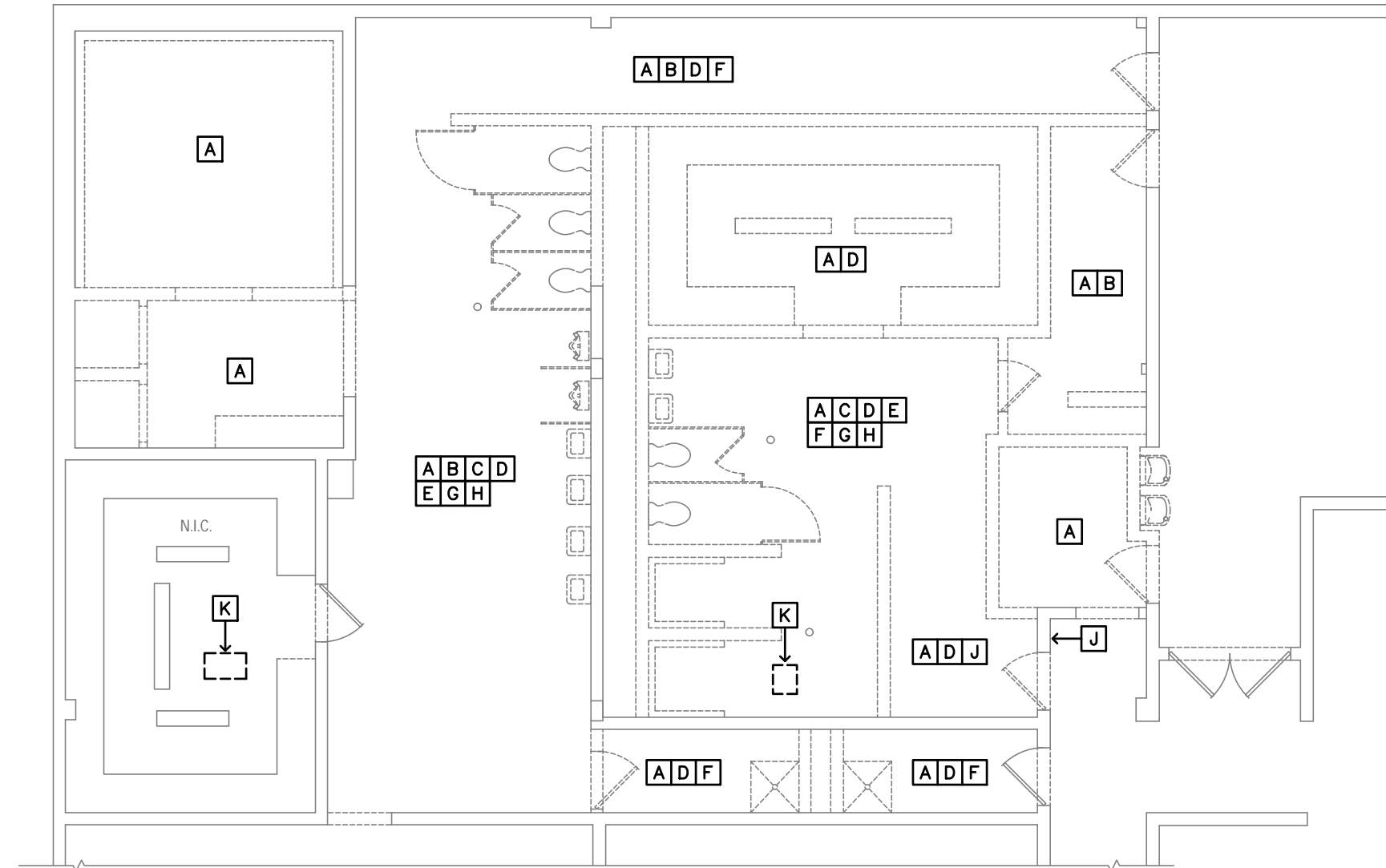
IDENTIFICATION - EXISTING MODIFIED PANELS SHALL HAVE NEW TYPEWRITTEN CIRCUIT DIRECTORY IDENTIFYING ALL BRANCH CIRCUITS, SPARES AND SPACES. PROVIDE PERMANENT LABEL AT TOP OF EACH DEVICE COVER PLATE WITH PANEL AND CIRCUIT NUMBER.

GROUNDING - ALL ELECTRICAL WORK SHALL BE GROUNDED AND BONDED IN CONFORMANCE WITH THE 2020 NATIONAL ELECTRICAL CODE AND LOCAL REQUIREMENTS. PROVIDE GREEN INSULATED GROUNDING CONDUCTOR IN ALL RACEWAYS.

SPlicing - SPlicing SHALL BE DONE WITH INSULATED OR NON-INSULATED CONNECTORS OF APPROPRIATE TYPES AND CURRENT-CARRYING CAPACITY. NON-INSULATED CONNECTORS SHALL BE WRAPPED WITH INSULATING TAPE TO THICKNESS OF INSULATION OF SPLICED CONDUCTORS. TAPE SHALL BE 3M OR SUPER 88 SCOTCH FLAME-RETARDANT, COLD AND WEATHER RESISTANT.

FIRE ALARM SYSTEM - FURNISH AND INSTALL ALL MATERIALS, EQUIPMENT LABOR AND SERVICE REQUIRED FOR EXTENDING PRESENT FIRE ALARM SYSTEM AS INDICATED ON DRAWINGS. ALL NEW EQUIPMENT SHALL BE OF THE SAME MANUFACTURER AS THE EXISTING FIRE ALARM EQUIPMENT. A MANUFACTURER'S AUTHORIZED REPRESENTATIVE SHALL PROVIDE SUPERVISION OF PROGRAMMING AND FINAL CONNECTIONS BETWEEN EQUIPMENT AND WIRING SYSTEMS.

ALL WIRING SHALL BE UL APPROVED FOR THE APPLICATION AND SHALL COMPLY TO BUILDING STANDARDS. FIRE ALARM WIRING SHALL BE INSTALLED IN CONDUIT OR FIRE ALARM 'MC' CABLE. JUNCTION BOXES SHALL BE SPRAYED RED AND LABELED 'FIRE ALARM'. WIRING COLOR CODE SHALL BE MAINTAINED THROUGHOUT THE INSTALLATION.



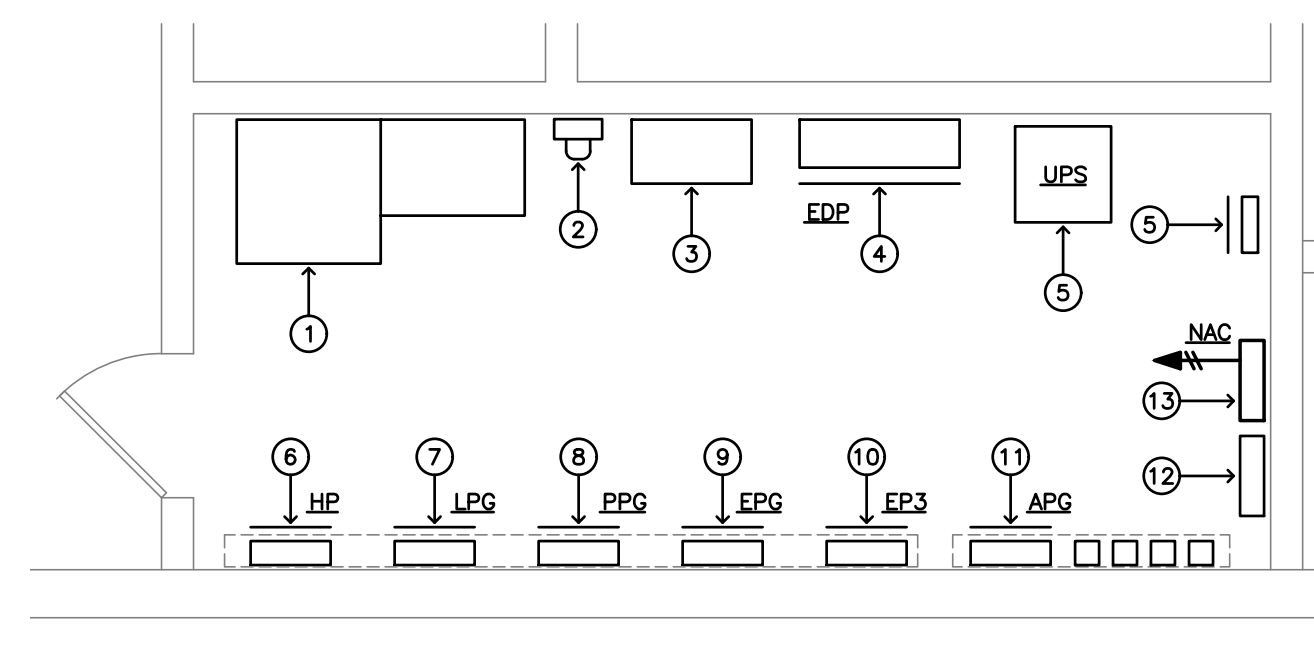
ELECTRICAL REMOVALS PLAN

SCALE: 1/8" = 1'-0"

REMOVALS LEGEND

DISCONNECT & REMOVE (UNLESS OTHERWISE INDICATED), THE FOLLOWING:

- [A] - LIGHTING FIXTURES, SWITCHES AND ASSOCIATED CONDUIT AND WIRING
- [B] - EXIT SIGNS AND ASSOCIATED CONDUIT AND WIRING
- [C] - CALL-FOR-AID SYSTEM DEVICES AND ASSOCIATED WIRING
- [D] - RECEPTACLES AND ASSOCIATED CONDUIT AND WIRING
- [E] - VOICE/DATA OUTLET AND ASSOCIATED BACKBOX AND CABLING
- [F] - FIRE ALARM DEVICES AND ASSOCIATED WIRING
- [G] - ELECTRIC HAND DRYER AND ASSOCIATED CONDUIT AND WIRING
- [H] - CEILING PAGING SPEAKER AND ASSOCIATED CABLING
- [J] - ACCESS SYSTEM CARD READER, DOOR RELEASE PUSHBUTTON AND ASSOCIATED CONDUIT AND WIRING
- [K] - EXHAUST FAN AND ASSOCIATED CONDUIT AND WIRING



ELECTRICAL ROOM PLAN

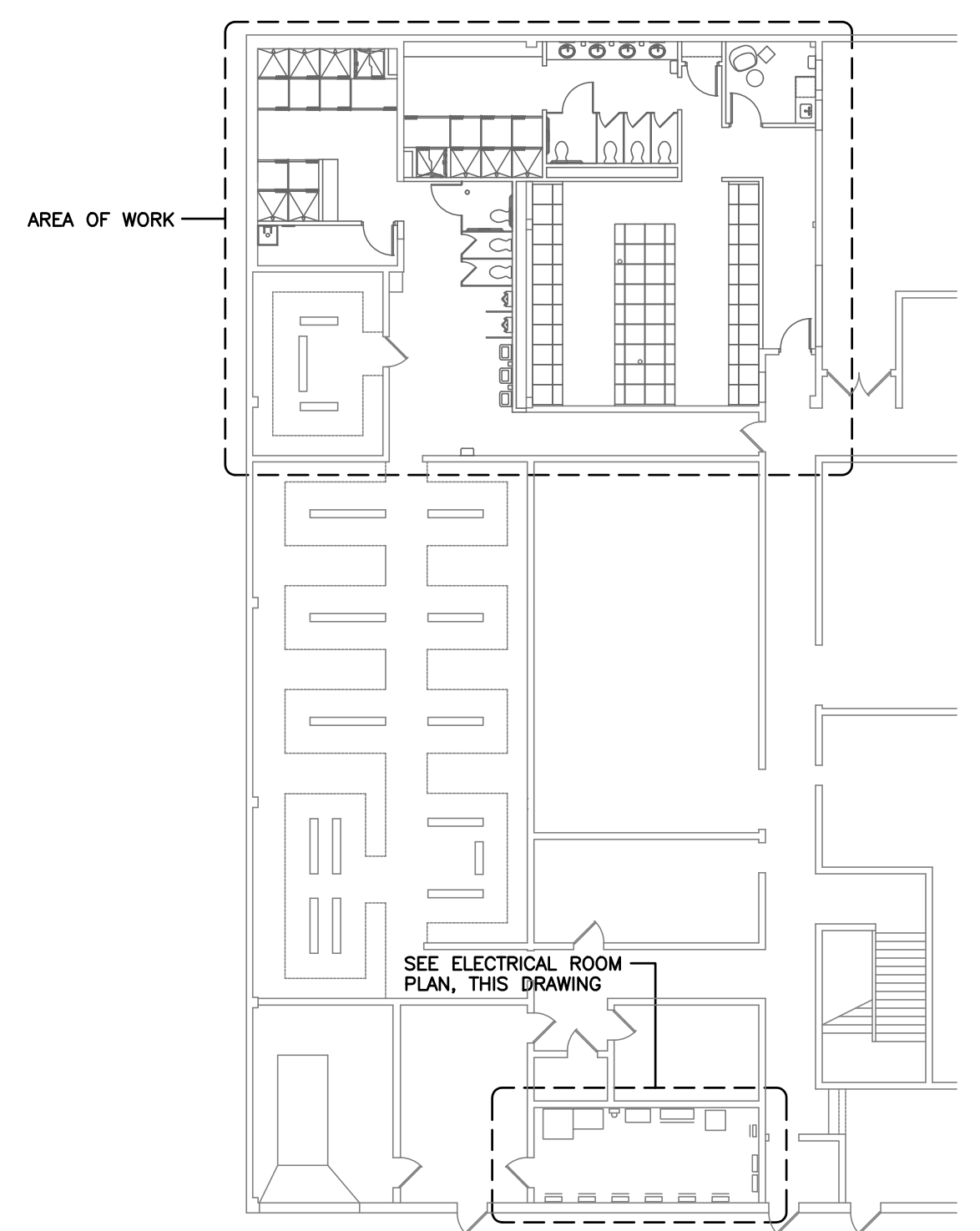
SCALE: 1/4" = 1'-0"

ABBREVIATIONS

- A AMPERE
- ADA AMERICANS WITH DISABILITIES ACT
- AFF ABOVE FINISHED FLOOR
- AHJ AUTHORITY HAVING JURISDICTION
- AWG AMERICAN WIRE GAUGE
- C CONDUIT
- CB CIRCUIT BREAKER
- G, GFCI GROUND FAULT CIRCUIT INTERRUPTER
- GND GROUND
- KVA KILOVOLT-AMPERE
- KW KILOWATT
- N NEUTRAL
- NEC NATIONAL ELECTRICAL CODE
- NFPA NATIONAL FIRE PROTECTION ASSOCIATION
- NTS NOT TO SCALE
- OC ON CENTER
- P POLE
- PH, Ø PHASE
- SQ SQUARE
- UL UNDERWRITERS LABORATORIES
- UNO UNLESS OTHERWISE NOTED
- V VOLT
- VA VOLT-AMPERE
- W WATT

ELECTRICAL SYMBOLS

- [A] - 2' x 2' GRID TROFFER WITH TYPE DESIGNATION, SHADING INDICATES EMERGENCY
- [BA] - RECESSED LINEAR LUMINAIRE WITH TYPE DESIGNATION, SHADING INDICATES EMERGENCY
- [C] - RECESSED DOWNLIGHT WITH TYPE DESIGNATION, SHADING INDICATES EMERGENCY
- [X] - EMERGENCY EXIT SIGN WITH TYPE DESIGNATION
- S - SINGLE POLE TOGGLE SWITCH, 20A @ 120/277V, 48" AFF
- S₃ - THREE-WAY TOGGLE SWITCH, 20A @ 120/277V, 48" AFF
- S₀ - SINGLE POLE WALL SWITCH OCCUPANCY SENSOR, 48" AFF, SENSORSWITCH #WSD OR EQUAL
- [S] - CEILING MOUNTED STANDARD RANGE OCCUPANCY SENSOR, SENSORSWITCH #CM-DPT WITH #PP-20P POWER PACK
- [E] - EXISTING GFCI DUPLEX RECEPTACLE TO REMAIN
- [G] - GFCI DUPLEX RECEPTACLE, 20A @ 125V, 18" AFF UNLESS NOTED OTHERWISE
- [R] - UNDERCOUNTER REFRIGERATOR - GFCI DUPLEX RECEPTACLE, 20A @ 125V, MOUNTED 18" AFF
- [G] - GFCI DUPLEX RECEPTACLE, 20A @ 125V, MOUNTED ABOVE COUNTER
- [H] - HOMERUN TO PANELBOARD
- [C] - CONDUIT AND WIRE - SWITCHED CIRCUIT. CROSS LINES INDICATE NUMBER OF CONDUCTORS FOR CONSTANT FEED IN CIRCUIT, INSULATED GROUND REQUIRED BUT NOT SHOWN.
- [C] - CONDUIT AND WIRE - CONSTANT FEED CIRCUIT, INSULATED GROUND REQUIRED BUT NOT SHOWN
- [J] - JUNCTION BOX
- [S] - SAFETY DISCONNECT SWITCH - NEMA 1 ENCLOSURE
- [C] - CALL-FOR-AID SYSTEM PULL CORD STATION, SEE DETAIL
- [ER] - EXISTING/REPLACED CALL-FOR-AID SYSTEM HORN/STROBE UNIT
- [F] - FIRE ALARM HORN/ADA STROBE UNIT, 80" AFF TO BOTTOM
- [H] - FIRE ALARM HEAT DETECTOR



PANEL LOCATION PLAN

SCALE: 1/16" = 1'-0"

LEGEND

- 1 EXISTING SERVICE ENTRANCE SWITCHBOARD WITH MAIN DISTRIBUTION SECTION, 1600A-120/208V-3ø,4W.
- 2 EXISTING UTILITY REVENUE METER.
- 3 EXISTING AUTOMATIC TRANSFER SWITCH, 800A-120/208V-3ø.
- 4 EXISTING EMERGENCY DISTRIBUTION PANEL 'EDP', 800A-120/208V-3ø.
- 5 EXISTING UPS AND UPS DISTRIBUTION PANEL.
- 6 EXISTING PANEL 'HP', 120/208V-3ø.
- 7 EXISTING PANEL 'LPG', 120/208V-3ø.
- 8 EXISTING PANEL 'PPG', 120/208V-3ø.
- 9 EXISTING PANEL 'EPG', 120/208V-3ø.
- 10 EXISTING PANEL 'EP3', 120/208V-3ø.
- 11 EXISTING PANEL 'APG', 120/208V-3ø.
- 12 EXISTING FIRE ALARM CONTROL PANEL.
- 13 NEW NOTIFICATION APPLIANCE CIRCUIT POWER SUPPLY PANEL, 5 CONFIGURABLE OUTPUT CIRCUITS (6 AMP TOTAL), NEMA 1 ENCLOSURE. PROVIDE MODULES AND INTERFACE TO EXISTING SYSTEM AS REQUIRED.

ELECTRICAL DRAWING LIST

E-1	ELECTRICAL REMOVALS AND SPECIFICATIONS
E-2	ELECTRICAL FLOOR PLAN

ANTINOZZI ASSOCIATES ARCHITECTURE + INTERIORS

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REVISIONS:

NO.	DATE	DESCRIPTION

MERIDEN POLICE DEPARTMENT LOCKER ROOM RENOVATION

50 WEST MAIN STREET
MERIDEN, CONNECTICUT

ELECTRICAL REMOVALS AND SPECIFICATIONS

SCALE: 1/4" = 1'-0" DRAWN BY: MMV REVIEWED BY: MMV

DRAWING NO.:

E-1

DATE: 28 DECEMBER 2023 JOB NUMBER: 23038

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LOCKER ROOM RENOVATION
 50 WEST MAIN STREET
 MERIDEN, CONNECTICUT

DRAWING TITLE:

ELECTRICAL FLOOR PLAN

SCALE: 1/4" = 1'-0" DRAWN BY: MMV REVIEWED BY: MMV

DRAWING NO.:

E-2

DATE: 28 DECEMBER 2023 JOB NUMBER: 23038

LIGHTING FIXTURE SCHEDULE

LIGHTING FIXTURE TYPE **A**

MANUFACTURER: ILP
CATALOG NO.: FLT22-19WLED-U-35
FIXTURE DESCRIPTION: 2' x 2' GRID TROFFER
VOLTAGE: VERIFY
LAMPING: LED, 2,234 LUMENS, 3500K
DRIVER: ELECTRONIC, 0-10V DIMMING
INPUT WATTAGE: 19
MOUNTING: RECESSED - GRID
HOUSING: ALUMINUM - MATTE WHITE FINISH
LENS/LOUVER: FROSTED ACRYLIC LENS
REMARKS:

LIGHTING FIXTURE TYPE **A**

MANUFACTURER: ILP
CATALOG NO.: FLT22-19WLED-U-35-EM10
FIXTURE DESCRIPTION: 2' x 2' GRID TROFFER - EMERGENCY
VOLTAGE: VERIFY
LAMPING: LED, 2,234 LUMENS, 3500K
DRIVER: ELECTRONIC, 0-10V DIMMING
INPUT WATTAGE: 19
MOUNTING: RECESSED - GRID
HOUSING: ALUMINUM - MATTE WHITE FINISH
LENS/LOUVER: FROSTED ACRYLIC LENS
REMARKS: EMERGENCY BATTERY PACK WITH TEST SWITCH, 10 WATTS, 90 MINUTE OPERATION

LIGHTING FIXTURE TYPE **A1**

MANUFACTURER: ILP
CATALOG NO.: FLT22-30WLED-U-35
FIXTURE DESCRIPTION: 2' x 2' GRID TROFFER
VOLTAGE: VERIFY
LAMPING: LED, 3,425 LUMENS, 3500K
DRIVER: ELECTRONIC, 0-10V DIMMING
INPUT WATTAGE: 30
MOUNTING: RECESSED - GRID
HOUSING: ALUMINUM - MATTE WHITE FINISH
LENS/LOUVER: FROSTED ACRYLIC LENS
REMARKS:

LIGHTING FIXTURE TYPE **A2**

MANUFACTURER: ILP
CATALOG NO.: FLT22-45WLED-U-35
FIXTURE DESCRIPTION: 2' x 2' GRID TROFFER
VOLTAGE: VERIFY
LAMPING: LED, 4,793 LUMENS, 3500K
DRIVER: ELECTRONIC, 0-10V DIMMING
INPUT WATTAGE: 45
MOUNTING: RECESSED - GRID
HOUSING: ALUMINUM - MATTE WHITE FINISH
LENS/LOUVER: FROSTED ACRYLIC LENS
REMARKS:

LIGHTING FIXTURE TYPE **B4**

MANUFACTURER: MARK ARCHITECTURAL LIGHTING
CATALOG NO.: SL4L LOP 4FT FLP FL 80CRI 35K 600LMF 120 ZT WL
FIXTURE DESCRIPTION: 4' RECESSED LINEAR LUMINAIRE
VOLTAGE: VERIFY
LAMP & DESIGNATION: LED, 600 LUMENS/FT, 3500K
DRIVER: ELECTRONIC
INPUT WATTAGE: 6 WATTS/FT
MOUNTING: SURFACE - WALL
HOUSING: STEEL HOUSING, ALUMINUM TRIM
LENS/LOUVER: FLUSH SATIN ACRYLIC
REMARKS: WET LOCATION LISTED

LIGHTING FIXTURE TYPE **B4E**

MANUFACTURER: MARK ARCHITECTURAL LIGHTING
CATALOG NO.: SL4L LOP 4FT FLP FL 80CRI 35K 600LMF 120 ZT WL
FIXTURE DESCRIPTION: 4' RECESSED LINEAR LUMINAIRE - EMERGENCY
VOLTAGE: VERIFY
LAMP & DESIGNATION: LED, 600 LUMENS/FT, 3500K
DRIVER: ELECTRONIC
INPUT WATTAGE: 6 WATTS/FT
MOUNTING: SURFACE - WALL
HOUSING: STEEL HOUSING, ALUMINUM TRIM
LENS/LOUVER: FLUSH SATIN ACRYLIC
REMARKS: WET LOCATION LISTED, EMERGENCY BATTERY PACK WITH TEST SWITCH, 10 WATTS, 90 MINUTE OPERATION

LIGHTING FIXTURE TYPE **BB**

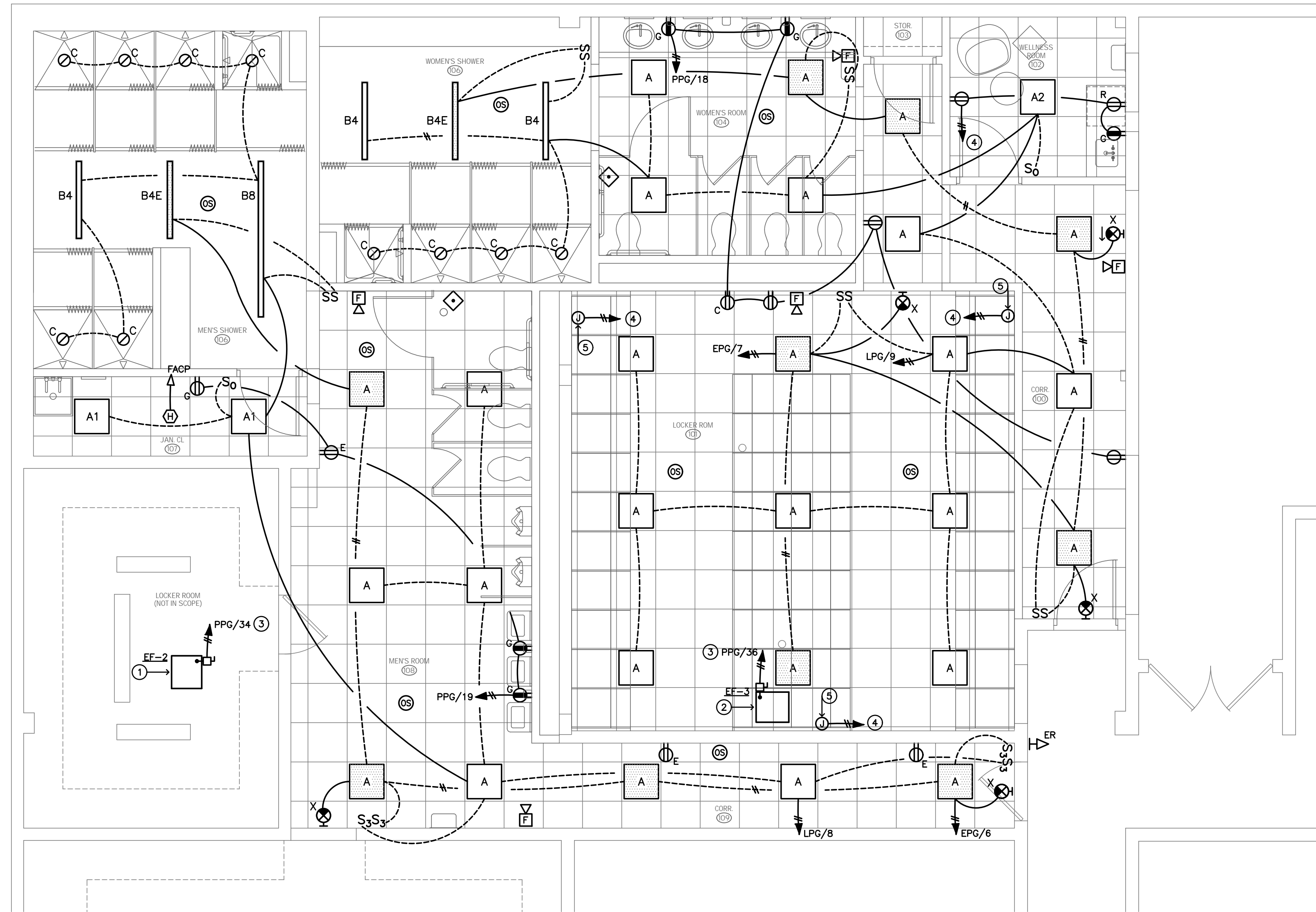
MANUFACTURER: MARK ARCHITECTURAL LIGHTING
CATALOG NO.: SL4L LOP 8FT FLP FL 80CRI 35K 600LMF 120 ZT WL
FIXTURE DESCRIPTION: 8' RECESSED LINEAR LUMINAIRE
VOLTAGE: VERIFY
LAMP & DESIGNATION: LED, 600 LUMENS/FT, 3500K
DRIVER: ELECTRONIC
INPUT WATTAGE: 6 WATTS/FT
MOUNTING: SURFACE - WALL
HOUSING: STEEL HOUSING, ALUMINUM TRIM
LENS/LOUVER: FLUSH SATIN ACRYLIC
REMARKS: WET LOCATION LISTED

LIGHTING FIXTURE TYPE **C**

MANUFACTURER: JUNO
CATALOG NO.: JSF 5IN07LM 30K 90CRI MVOLT ZT WH
FIXTURE DESCRIPTION: 5" DIA. SURFACE DOWNLIGHT
VOLTAGE: 120
LAMPING: LED, 700 LUMENS, 3000K
DRIVER: ELECTRONIC, 0-10V DIMMING
INPUT WATTAGE: 10
MOUNTING: SURFACE
HOUSING: THERMOPLASTIC
LENS/LOUVER: DIFFUSING LENS
REMARKS: NON CONDUCTIVE, WET LOCATION LISTED

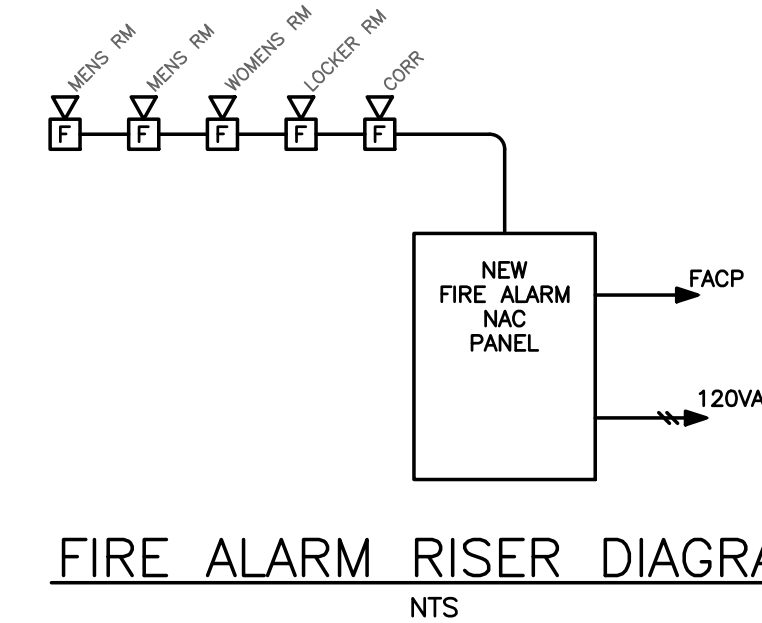
LIGHTING FIXTURE TYPE **X**

MANUFACTURER: LITHONIA
CATALOG NO.: LQM S W 3R MVOLT ELN
FIXTURE DESCRIPTION: SINGLE FACE EMERGENCY EXIT SIGN
VOLTAGE: 120/277
LAMP & DESIGNATION: LED
MOUNTING: SURFACE - WALL
HOUSING: THERMOPLASTIC - WHITE
LENS/LOUVER: RED LETTERS - WHITE FACE
REMARKS: MAINTENANCE FREE BATTERY, 90 MINUTE OPERATION, SHADED AREA INDICATES FACE, CHEVRON DIRECTIONAL ARROWS AS INDICATED.

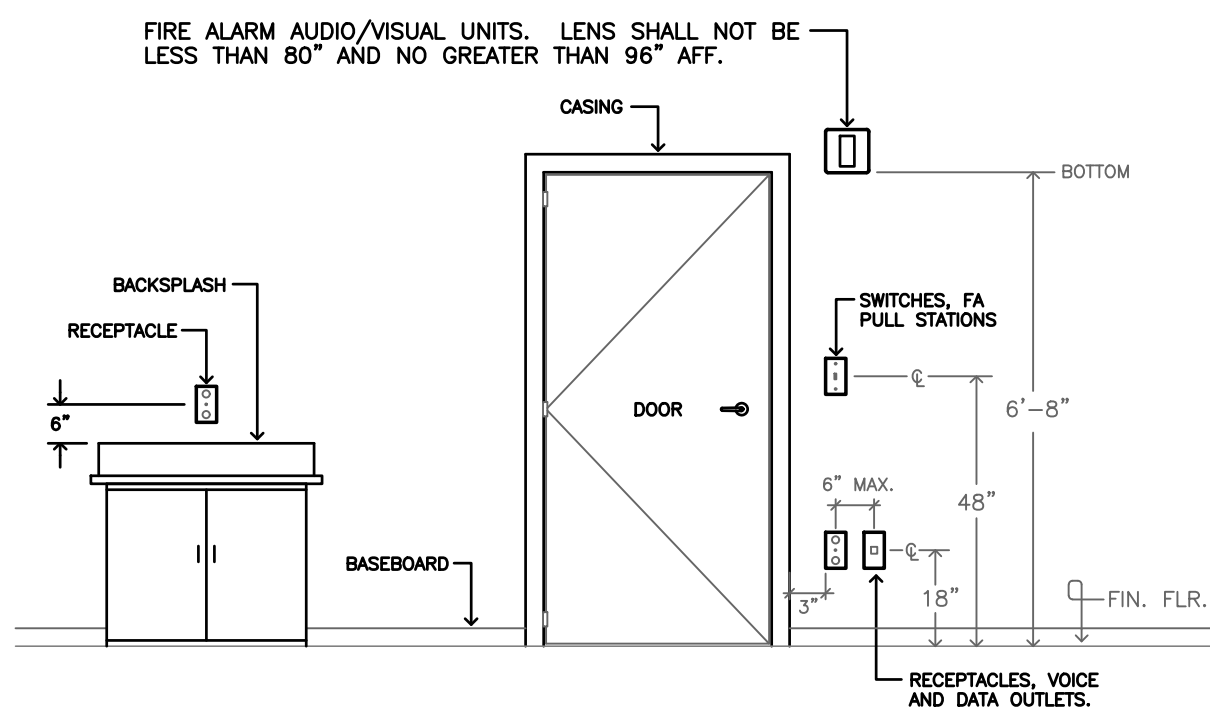


ELECTRICAL FLOOR PLAN
SCALE: 1/4" = 1'-0"

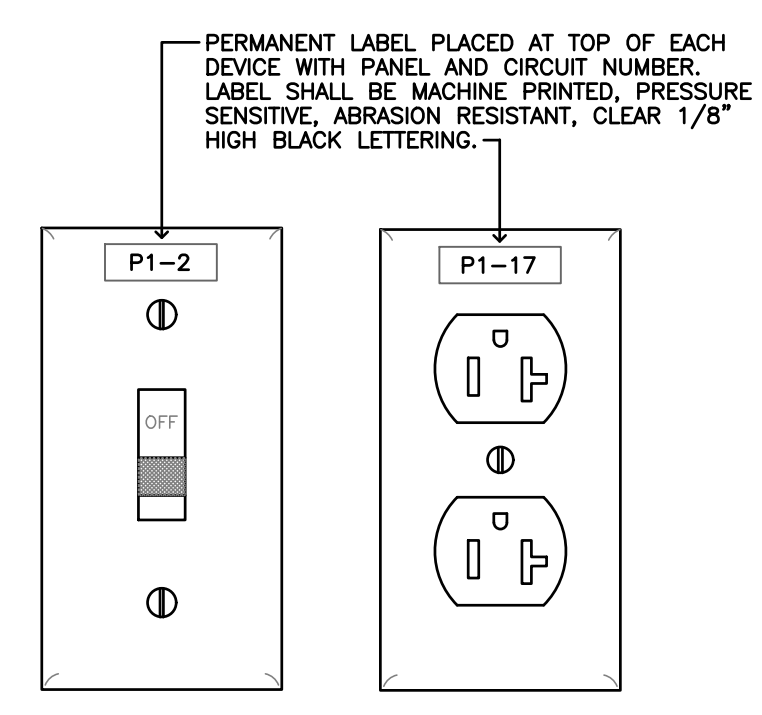
- LEGEND**
- 1 NEW EXHAUST FAN, 1/4HP-120V-1φ.
 - 2 NEW EXHAUST FAN, 1/3HP-120V-1φ.
 - 3 CONNECT TO EXISTING EXHAUST FAN BRANCH CIRCUIT WIRING, VERIFY CIRCUIT NUMBERS IN FIELD.
 - 4 TO SPARE 20A-1P BRANCH CIRCUIT IN PANEL, VERIFY SPARE CIRCUITS WITH FACILITIES DIRECTOR.
 - 5 LOCKER USB PORT POWER CONNECTION, 120V. VERIFY ROUGH-IN REQUIREMENTS IN FIELD WITH FACILITIES DIRECTOR.



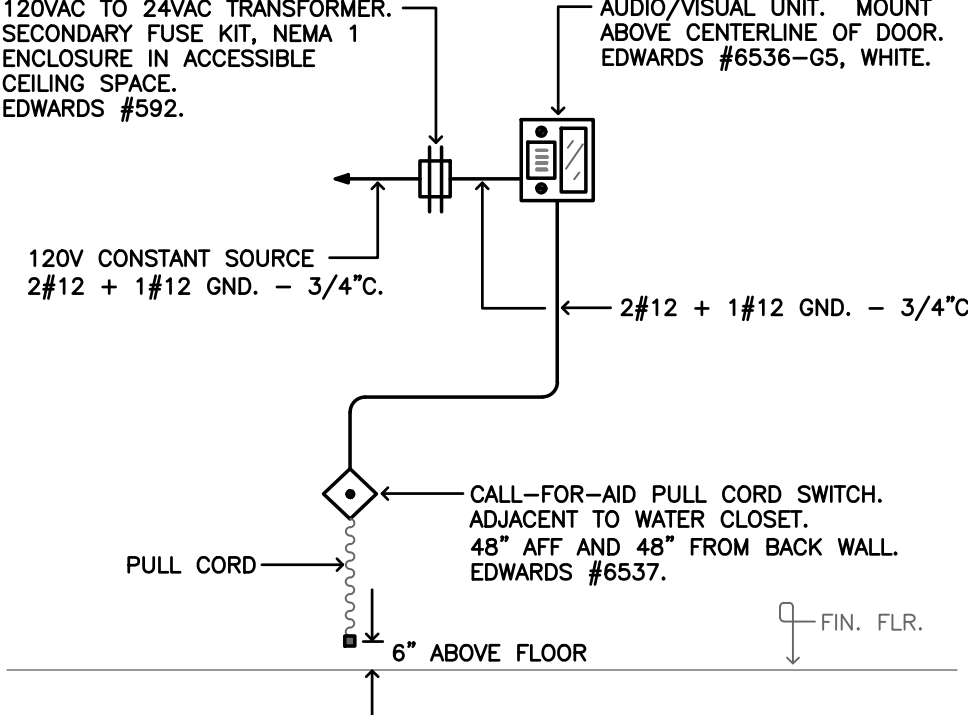
FIRE ALARM RISER DIAGRAM
NTS



TYPICAL DEVICE MOUNTING DETAIL
NTS



DEVICE PLATE LABELING DETAIL
NTS



CALL-FOR-AID SYSTEM DETAIL
NTS

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer’s written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

**ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS;
HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner’s furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner’s interest therein as necessary for giving notice of or filing a mechanic’s or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 6. any inspection, test, or approval by others; or
 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

- A. Owner may perform other work related to the Project at the Site with Owner’s employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner’s employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor’s Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor’s Work. Contractor’s failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor’s Work except for latent defects and deficiencies in such other work.

7.02 Coordination

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not

exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

- involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying

documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

CITY OF MERIDEN, CONNECTICUT

INSURANCE REQUIREMENTS

Contractor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Meriden as an **Additional Insured on a primary and non-contributory basis** to all policies except Workers Compensation and Professional Liability. All policies should also include a Waiver of Subrogation. Umbrella/Excess shall state that it follows form over General Liability, Auto Liability and Workers Compensation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"-VIII. In addition, all Carriers are subject to approval by the City of Meriden.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Workers' Compensation and Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$1,000,000
	EL Disease Each Employee	\$1,000,000
	EL Disease Policy Limit	\$1,000,000
Errors & Omissions	Each Occurrence	\$1,000,000

Original, completed Certificates of Insurance must be presented to the City of Meriden prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of the policies.