

# PROJECT MANUAL



## FIXTURES, FURNITURE & EQUIPMENT PACKAGE

**SENIOR CENTER  
LEBANON AVENUE  
COLCHESTER, CT 06415**

**RFP #2024-SC1/SC2  
S/P+A PROJECT #20.003**

**VOLUME 1 OF 1  
PUBLIC BID**

**Issued for Bid: May 1, 2024**



**Architects | Engineers | Interior Designers  
Silver Petrucelli + Associates, Inc.  
3190 Whitney Avenue, Hamden, CT 06518  
311 State Street, New London, CT 06320**



FIXTURES, FURNITURE, & EQUIPMENT PACKAGE

**SENIOR CENTER  
LEBANON AVENUE  
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RFP #2024-SC-1/SC-2**

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Legal Notice

TOWN OF COLCHESTER  
Selectmen's Office  
127 Norwich Avenue – Colchester, CT 06415  
Tel (860) 537-7220

**INVITATION TO BID**

Notice is hereby given that sealed bids by which the Town of Colchester will contract for the

**New Senior Center**

**Furniture, Fixtures & Equipment  
RFP #2024-SC-1/SC-2**

will be received in the Selectmen's Office, Colchester Town Hall, 127 Norwich Ave, until

**2:00 pm, Thursday, May 23, 2024**

when bids will be publicly opened and read aloud at Colchester Town Hall, Meeting Room #1.

A bid bond for five percent (5%) of the base bid cost is required and must accompany each proposal.  
Bids must be held firm for ninety (90) days beyond the bid opening date.

The successful bidder must file a one hundred percent (100%) Performance Bond, a one hundred percent (100%) Labor & Materials Bond and a Certificate of Insurance with the Purchasing Agent within ten (10) days of notice of bid award.

Attention of bidders is directed to certain requirements of this contract which require compliance with certain local, state, and federal requirements.

Plans and specifications must be obtained directly from the Town of Colchester's website, [www.colchesterct.gov/doing-business-colchester](http://www.colchesterct.gov/doing-business-colchester), under the RFP/RFQ tab, at no cost to the Contractor.

**Each bidder is responsible for checking the website to determine if any addenda have been issued.**

The Town of Colchester reserves the right to reject any and all bids or any part thereof, or to waive defects in same, or to accept any proposal, or part thereof, deemed to be in the best interest of the Town of Colchester for whatever reason.

An Affirmative Action/Equal Opportunity Employer.  
Minority/Women's Business Enterprises are encouraged to apply.



# DRAFT AIA® Document A701® - 2018

## Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

<< >>  
<< >>  
<< >>

### THE OWNER:

(Name, legal status, address, and other information)

<< >>< >>  
<< >>  
<< >>  
<< >>

### THE ARCHITECT:

(Name, legal status, address, and other information)

<< >>< >>  
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**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.



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## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)*

<< >>

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper



documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

### § 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.  
*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

« »

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

### § 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

#### § 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

**§ 3.4 Addenda**

**§ 3.4.1** Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*

« »

**§ 3.4.2** Addenda will be available where Bidding Documents are on file.

**§ 3.4.3** Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

**§ 3.4.4** Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

**ARTICLE 4 BIDDING PROCEDURES**

**§ 4.1 Preparation of Bids**

**§ 4.1.1** Bids shall be submitted on the forms included with or identified in the Bidding Documents.

**§ 4.1.2** All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

**§ 4.1.3** Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

**§ 4.1.4** Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

**§ 4.1.5** All requested Alternates shall be bid. If no change in the Base Bid is required, enter “No Change” or as required by the bid form.

**§ 4.1.6** Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder’s refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

**§ 4.1.7** Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent’s authority to bind the Bidder.

**§ 4.1.8** A Bidder shall incur all costs associated with the preparation of its Bid.

**§ 4.2 Bid Security**

**§ 4.2.1** Each Bid shall be accompanied by the following bid security:

*(Insert the form and amount of bid security.)*

« »

**§ 4.2.2** The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

**§ 4.2.3** If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall

affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning *« »* days after the opening of Bids, withdraw its Bid and request the return of its bid security.

#### § 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

*(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)*

« »

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

#### § 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

*(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)*

« »

### ARTICLE 5 CONSIDERATION OF BIDS

#### § 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

#### § 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

### **§ 5.3 Acceptance of Bid (Award)**

**§ 5.3.1** It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

**§ 5.3.2** Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## **ARTICLE 6 POST-BID INFORMATION**

### **§ 6.1 Contractor's Qualification Statement**

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

### **§ 6.2 Owner's Financial Capability**

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

### **§ 6.3 Submittals**

**§ 6.3.1** After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

**§ 6.3.2** The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

**§ 6.3.3** Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

**§ 6.3.4** Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

## **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

### **§ 7.1 Bond Requirements**

**§ 7.1.1** If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

**§ 7.1.2** If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

**§ 7.1.3** The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

« »

## § 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

## ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

« »

- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

« »

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

« »

- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013.)

« »

- .5 Drawings

**Number**

**Title**

**Date**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- .6 Specifications

**Section**

**Title**

**Date**

**Pages**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

.7 Addenda:

Number	Date	Pages

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017.)

The Sustainability Plan:

Title	Date	Pages

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents listed below:

(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

PART 1 - GENERAL

1.1 COMPLETION DATE

- A. All work as required by these specifications and drawings shall be completed by the date stipulated in the Vendor's bid form. There is no exception to this contract requirement, unless approved otherwise by contract change order.
- B. If the Vendor neglects, fails, or refuses to achieve substantial completion by 11:59 pm by the date stipulated in the Vendor's bid form for each of the bid components requiring durations or deadlines, liquidated damages of Five Hundred Dollars (\$500.00) per day or part thereof shall be due for each bid component to the Owner and subtracted from the unpaid contract amount or bond held by the Owner.

1.2 QUESTIONS

- A. Questions regarding this bid can be directed, in writing only, to:

Brianna Dash, Interior Designer  
Email: [bdash@silverpetrucelli.com](mailto:bdash@silverpetrucelli.com)

- B. Installation coordination shall be with the following:

Anthony Tarnowski, Building Committee Chair  
Email: [seniorcenterbuildingcommittee@colchesterct.gov](mailto:seniorcenterbuildingcommittee@colchesterct.gov)  
Cell: 860.608.0473

1.3 RESPONSIBILITY FOR MEASUREMENT OF QUANTITIES

- A. The Vendor shall have sole responsibility for the accuracy of all measurements and for estimating the material quantities required to satisfy these specifications.

1.4 DISCREPANCIES AND ADDENDA

- A. Should a Bidder find any discrepancies in the Drawings and Specifications, or should they be in doubt as to their meaning, they shall notify the Owner at once, who will send a written Addendum to all Bidders concerned. Oral instructions or decisions, unless confirmed by Addenda, will not be considered valid, legal, or binding. No change order requests will be authorized or considered because of the failure of the Vendor to include work called for in the Addenda in their bid.

1.5 MODIFICATIONS TO AIA DOCUMENT A701, Instructions to Bidders, 2018.

The following sections modify the provisions and procedures to the degree listed in the sections and articles listed in these supplementary instructions.

ARTICLE 3 **Make the following changes:**

- 3.1.1 **Delete** all but the first sentence and “, as indicated below,” from the first sentence.
- 3.1.2 **Delete** in its entirety.
- 3.2.2 **Delete** all but the first sentence.

3.3.2.1 **Delete** all but the first sentence.

3.4.1 **Delete** all but the first sentence.

3.4.3 **Delete the phrase** "four days prior to the date for receipt" and insert "24 hours prior to the date and time for receipt".

**ARTICLE 4 Make the following changes:**

4.2.1 **Revise to read as follows:** "Each Bid shall be accompanied by the bid security as indicated on the Invitation to Bid."

4.2.4 **Revise last sentence to read as follows:** "However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may withdraw its Bid and request the return of its bid security after the length of time on the Invitation to Bid."

4.3.1 **Add to the end the following:** "Paper copy".

4.4.3 **Add to the end the following:** "Owner will return bid security to the Bidder."

**ARTICLE 5 Add the following:**

**5.3.3** Contractors who have paid liquidated damages or penalties to an Owner for failing to comply with the schedule of any project in the last five (5) years are disqualified from this project, subject to an appeal to the Owner's Representative(s) where the Contractor demonstrates that 1) subsequent to the project which resulted in penalties the Contractor completed two (2) similar projects or demonstrably similar projects in a timely fashion; and 2) that the factors which lead to delays and penalties in the first instance no longer exist. Payment of liquidated damages or penalties may also be defined as "having been found by the Owner to be in non-compliance with the project schedule and negotiating a financial settlement for the project in which value was returned to the Owner, either via change orders or 'work-in-kind' or other recognized manner". The Contractor under consideration shall respond to this clause in the Contractor's Qualification Statement, A305 as indicated in Section 6.1 of the Instructions to Bidders, A701.

**ARTICLE 6 Add the following:**

**6.1.1** The Owner will make investigations as he deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish the Owner all such information and data for this purpose as the Owner may request.

**6.4 Work Phasing Schedule**

Bidders to whom award of the Contractor is under consideration shall submit to the Architect within fifteen (15) days of the Contract date, a detailed work Phasing Schedule describing the bodies of work to be undertaken and areas of the project to be addressed in per week periods between the Award of the Contract and the Bidder's proposed date of Substantial Completion.

**ARTICLE 7 Add the following:**

**7.3** The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.



- 7.4** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 7.5.1.
- 7.5** If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
- 7.5.1** The Owner has notified the Contractor and the Surety at its address described in Paragraph 7.12 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
- 7.5.2** The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 7.5.1; and
- 7.5.3** The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
- 7.6** When the Owner has satisfied the conditions of Paragraph 7.5.3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- 7.6.1** Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
- 7.6.2** Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
- 7.6.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages (as described in Paragraph 7.8) in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default: or
- 7.6.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefore.
- 7.7** If the Surety does not proceed as provided in Paragraph 7.6 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its

obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 7.6.4, and the Owner refuses the payment rendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

- 7.8** After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 7.6.1, 7.6.2, or 7.6.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
- 7.8.1** The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.8.2** Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 7.6; and
  - 7.8.3** Late delivery penalties or if penalties are not specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 7.9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
- 7.10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 7.11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 7.12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
- 7.13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common-law bond.
- 7.14** Definitions.

**7.14.1** Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**7.14.2** Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

**7.14.3** Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

**7.14.4** Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**ARTICLE 8 Make the following changes:**

**Delete** in its entirety.

**Add the following Articles:**

**ARTICLE 9 MISCELLANEOUS REQUIREMENTS**

**9.1 Overtime**

The Contractor must include within their base price all overtime, nights, holidays, and weekends as required to meet the Project Completion date.

**9.2 Public Health Emergency**

The Contractor shall anticipate and incorporate in their Bid all potential costs related to a public health emergency such as the COVID-19/Coronavirus Pandemic, including rules, regulations, and recommendations issued by public authorities. The potential costs may include, but are not limited to, costs related to social distancing, manpower levels, project scheduling, construction coordination, material/product supplies and delivery delays, material escalation costs, increased subcontractor/supplier costs, loss of productivity and inefficiency costs, extended general conditions costs, and any other potential costs.

**ARTICLE 10 BIDDERS REPRESENTATION**

Each bidder shall fully acquaint himself with conditions as they exist, so that he fully understands the complexities and restrictions attending the execution of the Work included in the Bid Documents. The failure to receive or examine any form, instrument, or document, or to visit the site to become acquainted with field conditions, shall in no way relieve the Bidder from any obligation with respect to the Bidder's proposal.

END OF SECTION



(To be submitted in triplicate)

BIDDER:

\_\_\_\_\_

Name

\_\_\_\_\_

Address

To: **First Selectman  
Town of Colchester  
127 Norwich Avenue  
Colchester, CT 06415**

Project: **Fixtures, Furniture & Equipment Package  
Senior Center  
Lebanon Avenue  
Colchester, CT 06415  
RFP #2024-SC-1/SC-2**

In preparing this bid, we have carefully examined the Bidding Documents for this Project. We have visited the site and noted the conditions affecting the Work.

The Bidding Documents referred to include Drawings and Project Manual dated May 1, 2024, prepared by Silver/Petrucci + Associates, Inc., Hamden, Connecticut.

We propose to perform the work described in the Bidding Documents, in keeping with definitions of Article 1 of the Instructions to Bidders, for the Base Bid Sum as follows:

**Base Bid:** Vendor may bid on any or all the Base Bids.

**FF&E Package (RFP #SC-1)** for the Total Cost of:

\$ \_\_\_\_\_ Dollars (\$) .00).  
written figure

We will commence work on the project \_\_\_\_\_ calendar days after receipt of "Notice to Proceed" or signing of Contract. We will be able to substantially complete the project within \_\_\_\_\_ calendar days thereafter. (See SIB 1.1.B).

**See attached Category Summary sheets for breakdowns, which must be included with this Bid for the categories which the bidder is submitting. If no bid is offered for various categories, then 'No Bid' must be indicated across that Category Summary bid form.**

**Gym Equipment Package – Category G (RFP #SC-2)** for the Total Cost of:

\$ \_\_\_\_\_ Dollars (\$) .00).  
written figure

We will commence work on the project \_\_\_\_\_ calendar days after receipt of "Notice to Proceed" or signing of Contract. We will be able to substantially complete the project within \_\_\_\_\_ calendar days thereafter. (See SIB 1.1.B).

**See attached Category Summary sheets for breakdowns, which must be included with this Bid for the categories which the bidder is submitting. If no bid is offered for various categories, then 'No Bid' must be indicated across that Category Summary bid form.**

**Unit Prices:** Refer to Category Summary sheets attached and provide a unit price for each of the items listed.

If written notice of the acceptance of this Bid is mailed, telegraphed, or delivered to the undersigned at the Address designated below, within ninety (90) days after the date of Bid Opening, or any time thereafter before this Bid is withdrawn, the undersigned will, within ten (10) days after the date of mailing, telegraphing, or delivering of the notice, execute and deliver a contract in the Standard Form of Agreement Between the Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E), AIA Document A151, or similar contract modified as may be mutually agree upon.

The undersigned acknowledges that he has examined the documents, visited and examined the site as required under "Instructions to Bidders", examined the availability of labor and materials and further agrees to comply with all the requirements as to the conditions of employment and wage rates set forth in the Contract Documents.

**Addenda:**

The undersigned acknowledges receipt of the following addenda to the Contract Documents, listed by number and date:

Number , Dated: \_\_\_\_\_  
Number , Dated: \_\_\_\_\_

Number , Dated: \_\_\_\_\_  
Number , Dated: \_\_\_\_\_

Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENTS – Vendor is to attach the following:**

1. **Category Summary Sheets**
2. **Contractor’s Qualification Statement (AIA A305)**
3. **Bid Bond**

**NON-COLLUSIVE BID STATEMENT**

The undersigned bidder certifies that this bid is made independently and without collusion, agreement, understanding or planned course of action with any other bidder and that the contents of the bid shall not be disclosed to anyone other than employees, agents, or sureties prior to the official bid opening.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title  
of Agent submitting bid: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

This Bid may be withdrawn prior to the scheduled Bid Opening or any postponement thereof.













## Itemized Category Summary Sheet - FF&E

Colchester Senior Center  
Project Number:20.003

Name of Bidder: \_\_\_\_\_

Substitutions of equal specification and quality will be reviewed. If bidding an item not listed below please provide full spec for review prior to approval

### CATEGORY-E Task/Stackable Chairs

Item	Total	Item Description	Pre-approved	Unit	Total
E01	34	JSI Armless Stack Chair			
E02	22	JSI Stackable Armchair			
E03	25	JSI Armless Stack Chair-Plastic Chair Only			
E04	10	Allseating Eighty- Two Task Chair			
E05	12	JSI Conference Task Chairs			
E06	1	JSI Task Chair			
E07	44	Sandler Armchair-Stackable			
E08	96	Sandler Armless Chair- Stackable			
E09	6	JSI Guest Chair			
E10	1	JSI Task Chair			

Bid Total Price for Category:

For the delivery & installation of Base Bid Equipment & Furniture in accordance with the Contract Documents, including all supervision, labor, services & equipment necessary for the completion of the work for the following

\_\_\_\_\_ Dollars

## Itemized Category Summary Sheet - FF&E

Colchester Senior Center  
Project Number:20.003

Name of Bidder: \_\_\_\_\_

Substitutions of equal specification and quality will be reviewed. If bidding an item not listed below please provide full spec for review prior to approval

### Category G Gym Equipment

Item Code	Total Qty.	Item Description	Pre-approved Substitution	Unit Price	Total Price
G01	1	Precor Elliptical			
G02	1	Scifit Upper Body Ergometer			
G03	1	Cbyer Cycle Upright			
G04	2	Precor Treadmill			
G05	1	Precor Upright cycle/Stationary Bike			
G06	2	NuStep T-5 Recumbent Stepper			
G07	1	Precor Recumbent Cycle			
G08	1	Precor Flat/Incline/Decline Bench			
G09	1	Precor& SDR Dumbbell Rack			
G10	1	Body Solid Pro Club Line Flat Bench			

Bid Total Price for Category:

For the delivery & installation of Base Bid Equipment & Furniture in accordance with the Contract Documents, including all supervision, labor, services & equipment necessary for the completion of the work for the following

\_\_\_\_\_ Dollars



## Itemized Category Summary Sheet - FF&E

Colchester Senior Center  
Project Number:20.003:

Name of Bidder: \_\_\_\_\_

Substitutions of equal specification and quality will be reviewed. If bidding an item not listed below please provide full spec for review prior to approval

### Category N Art Equipment

Item Code	Total Qty.	Item Description	Pre-approved Substitution	Unit Price	Total Price
N01	8	AS HANGING Display System-Art Hanging System			

Bid Total Price for Category:

For the delivery & installation of Base Bid Equipment & Furniture in accordance with the Contract Documents, including all supervision, labor, services & equipment necessary for the completion of the work for the following

\_\_\_\_\_ Dollars

## Itemized Category Summary Sheet - FF&E

Colchester Senior Center  
Project Number:20.003

Name of Bidder: \_\_\_\_\_

Substitutions of equal specification and quality will be reviewed. If bidding an item not listed below please provide full spec for review prior to approval

### Category O Soft/Lounge Furniture

Item Code	Total Qty.	Item Description	Pre-approved Substitution	Unit Price	Total Price
O01	1	Cabot Wren Sofa			
O01.1	2	Decorative Pillows			
O01.2	2	Decorative Pillows			
O02	4	Cabot Wren Lounge Chair			
O03	1	Cabot Wren Lounge Chair			

Bid Total Price for Category:

For the delivery & installation of Base Bid Equipment & Furniture in accordance with the Contract Documents, including all supervision, labor, services & equipment necessary for the completion of the work for the following

\_\_\_\_\_ Dollars







# DRAFT AIA® Document A305® – 2020

## Contractor's Qualification Statement

**THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.**

**SUBMITTED BY:** (Organization name and address.)  
« »

**SUBMITTED TO:** (Organization name and address.)  
« »

### TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

« »

### THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

- Exhibit A – General Information
- Exhibit B – Financial and Performance Information
- Exhibit C – Project-Specific Information
- Exhibit D – Past Project Experience
- Exhibit E – Past Project Experience (Continued)

### CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

\_\_\_\_\_  
Organization's Authorized Representative  
Signature

« »

\_\_\_\_\_  
Date

« »

\_\_\_\_\_  
Printed Name and Title

### NOTARY

State of: « »

County of: « »

Signed and sworn to before me this « » day of « » « »

\_\_\_\_\_  
Notary Signature

My commission expires: « »

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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# DRAFT AIA® Document A151™ - 2019

## Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E)

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

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

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

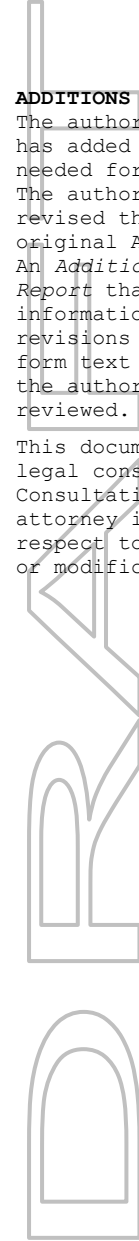
for the following Project:  
(Name, location, and detailed description)

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

The Owner and Vendor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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



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### ARTICLE 1 GENERAL PROVISIONS

#### § 1.1 Governing Law, including the Uniform Commercial Code

This Agreement is for the sale of goods, specifically furniture, furnishings, and equipment (FF&E), and shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rule and including the jurisdiction's Uniform Commercial Code (UCC) as adopted. If this Agreement conflicts with terms provided by the UCC, the Agreement shall prevail. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.7.

#### § 1.2 The Contract Documents

The Contract Documents are enumerated in Article 15 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Vendor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

#### § 1.3 The Contract

The Contract Documents form the Contract for the Work. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior proposals, offers, terms and conditions, negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Vendor. The primary purpose of the Contract is the sale of goods, and any services provided are incidental to such primary purpose.

## **§ 1.4 Modifications**

A Modification is a written amendment to the Contract for changes in the Work signed by both parties or a written order for a minor change in the Work signed by the Architect. A minor change in the Work is a change that is consistent with the intent of the Contract Documents and does not involve an adjustment in the Contract Sum or an extension of the Contract Time.

## **§ 1.5 The Work**

The Work means the Vendor's performance, including the sale of FF&E and any incidental fabrication, shipping, warehousing, delivery, installation, and other items or services required by the Contract Documents and provided, or to be provided, by the Vendor. The Work includes all labor, materials, temporary protection, storage, and equipment necessary to fulfill the Vendor's obligations, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work may constitute the whole or a part of the Project.

## **§ 1.6 Instruments of Service**

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

## **§ 1.7 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

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

**§ 1.7.2** The Vendor, sub-vendors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 1.8 and 1.9, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors, and suppliers may not use the Instruments of Service on other projects, or in connection with additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

## **§ 1.8 Digital Data Use and Transmission**

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

## **§ 1.9 Building Information Models Use and Reliance**

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

## **§ 1.10 Severability**

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

## **§ 1.11 Notice**

**§ 1.11.1** Except as otherwise provided in Section 1.11.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to

whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

« »

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

### § 1.12 Assignment of Contract

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

## ARTICLE 2 CONTRACT SUM AND PAYMENTS

### § 2.1 Contract Sum

§ 2.1.1 The Owner shall pay the Vendor the Contract Sum in current funds for the Vendor's performance of the Contract. The Contract Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

### § 2.1.2 Alternates

§ 2.1.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 2.1.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance

§ 2.1.3 Unit prices, if any:

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

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

§ 2.1.4 Allowances, if any, included in the Contract Sum:

*(Identify each allowance.)*

Item	Price

§ 2.1.5 Liquidated damages, if any:

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

« »

§ 2.1.6 Other:

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*



**§ 2.2 Payments**

**§ 2.2.1** The Owner shall make payments to the Vendor in conformance with the following payment terms:  
*(Insert payment terms, such as payment due dates, deposit requirements, and prompt payment discounts, if any.)*

**§ 2.2.2** When payment is due pursuant to the payment terms of Section 2.2.1, the Vendor shall submit to the Owner an itemized invoice, supported by data substantiating the Vendor’s right to payment.

**§ 2.2.3** Except with the Owner’s knowledge and consent, the Vendor shall not engage in any activity, or offer any employment, interest, or contribution to the Owner’s employees or consultants, that would reasonably appear to compromise the Owner’s employees’ or consultants’ judgment with respect to this Project.

**ARTICLE 3 TIME**

**§ 3.1 Contract Time**

**§ 3.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for completion of the Work. The Contract Time shall be measured from the date of commencement. The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

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

**§ 3.1.3** If the Vendor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Vendor’s control; or (3) other causes that the Vendor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 14.

**§ 3.1.4** If the Vendor fails to achieve completion of the Work as provided in this Article 3, liquidated damages, if any, shall be assessed as set forth in Section 2.1.5.

**§ 3.2 Date of Commencement**

The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

[ << >> ] The date of this Agreement.

[ << >> ] A date set forth in a notice to proceed issued by the Owner.

[ << >> ] Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

<< >>

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

**§ 3.3 Completion**

**§ 3.3.1** Completion of the Work occurs upon acceptance of all FF&E in the Contract Documents in accordance with Article 8.

**§ 3.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Vendor shall achieve completion of the entire Work:

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

[ « » ] Not later than « » ( « » ) calendar days from the date of commencement of the Work.

[ « » ] By the following date: « »

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

Portion of Work	Completion Date

**ARTICLE 4 OWNER**

**§ 4.1 The Owner's Representative**

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall not be changed without ten days' prior notice to the Vendor. The Owner identifies the following representative:  
*(Name, address, email address, and other information)*

« »  
« »  
« »  
« »  
« »  
« »

**§ 4.2 Information and Services Required of the Owner**

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

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

- .1 areas of the Project premises that the Vendor may use to perform the Work;
- .2 access to the Project premises for the Vendor at reasonable times;
- .3 information regarding any restrictions on the use of, or access to, the Project premises;
- .4 suitable space for receipt, inspection, acceptance, and staging of materials and FF&E;
- .5 utilities and facilities on the Project premises and vertical transportation necessary for progress and execution of the Work; and
- .6 a secured premises for storage of FF&E until acceptance.

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

**ARTICLE 5 VENDOR**

**§ 5.1 The Vendor's Representative**

The Vendor shall identify a representative authorized to act on behalf of the Vendor with respect to the Project. The Vendor's representative shall not be changed without ten days' prior notice to the Owner and Architect. The Vendor identifies the following representative:  
*(Name, address, email address, and other information)*

« »  
« »  
« »  
« »  
« »  
« »

**§ 5.2** The Vendor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents by activities or duties of the Architect in the Architect's administration of the Contract.

**§ 5.3** The Vendor shall coordinate its Work with the work provided by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor may communicate with the Owner's other vendors, consultants, and contractors, for the purposes of completing the Work. The Vendor shall keep the Owner reasonably informed of any such communications. The Vendor shall be entitled to rely on the accuracy and completeness of work and information furnished by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor shall provide prompt written notice to the Owner if the Vendor becomes aware of any error, omission, or inconsistency in such work or information.

**§ 5.4 Review of Contract Documents and Inspection of Project Premises by Vendor**

**§ 5.4.1** Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises, if required in the Contract Documents, and correlated personal observations with requirements of the Contract Documents.

**§ 5.4.2** Before starting each portion of the Work, including placing orders for FF&E, the Vendor shall (1) carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 4.2; (2) visit and inspect the Project premises in order to gain an understanding of the conditions under which the Work is to be performed; (3) determine availability of facilities for access, delivery, transportation, and staging; (4) determine any restrictions imposed by the Owner and the Owner's separate vendors and contractors; and (5) correlate observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner and Architect conditions observed that would impede the Vendor's performance of the Work. The Vendor's obligations to review the Contract Documents are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Vendor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review is made in the Vendor's capacity as a vendor and not as a licensed design professional, unless otherwise specifically provided for in the Contract Documents.

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

**§ 5.4.4** If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 5.4.2 or 5.4.3, the Vendor shall submit Claims as provided in Article 14. If the Vendor fails to perform the obligations of Sections 5.4.2 or 5.4.3, the Vendor shall pay such costs and damages to the Owner, subject to Section 14.12, as would have been avoided if the Vendor had performed such obligations. If the Vendor performs those obligations, the Vendor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies, or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

**§ 5.5 Supervision**

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

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

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

## **§ 5.6 Labor and Materials**

**§ 5.6.1** Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, tools, installation equipment and machinery, delivery, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

**§ 5.6.3** The Vendor shall make no substitution or change in the Contract Documents unless done in accordance with a Modification, and after providing the Architect notice and a reasonable opportunity to evaluate the proposed substitution or change and consult with the Owner.

## **§ 5.7 Taxes**

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

## **§ 5.8 Permits, Fees, Notices, and Compliance with Laws**

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

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

## **§ 5.9 Allowances**

The Vendor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select items under allowances with reasonable promptness. Allowance amounts shall include the costs to the Vendor of items delivered at the Project premises and all required taxes, less applicable trade discounts. Vendor's costs for unloading and handling at the Project premises, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Modification. The amount of the Modification shall reflect the difference between actual costs and the allowances under Section 2.1.4.

## **§ 5.10 Vendor's Schedules**

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

**§ 5.10.2** The Vendor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

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

**§ 5.10.4** The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of contractors and separate vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate in determining mutually acceptable dates and times for delivery, installation, and inspection of the Work, and

use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

### **§ 5.11 Submittals**

**§ 5.11.1** The Vendor shall review for compliance with the Contract Documents and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents in coordination with the Vendor's progress schedule and in such sequence as to allow the Architect reasonable time for review. By submitting shop drawings, product data, samples, and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field installation criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. Shop drawings, product data, samples and similar submittals are not Contract Documents.

**§ 5.11.2** The Vendor shall provide the Owner with available manufacturer's warranty documents, product data, and material safety data sheets.

### **§ 5.12 Cleaning Up**

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

### **§ 5.13 Access to Work**

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

### **§ 5.14 Indemnification**

**§ 5.14.1** To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 5.14.1.

**§ 5.14.2** In claims against any person or entity indemnified under Section 5.14.1 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 5.14.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Vendor or sub-vendor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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

## **ARTICLE 6 TITLE AND RISK OF LOSS**

**§ 6.1** Title to all FF&E shall be transferred to the Owner upon acceptance in accordance with Article 8.

**§ 6.2** The risk of loss with respect to all FF&E provided by the Vendor shall remain with the Vendor, and the Owner has no obligation to insure such FF&E, until acceptance in accordance with Article 8.

## **ARTICLE 7 DELIVERY AND INSTALLATION**

**§ 7.1** The Vendor shall deliver FF&E in accordance with the Vendor's progress schedule, or at a time agreed upon by the Owner and Architect, and in accordance with Article 5.

§ 7.2 Delivery and installation of all FF&E shall be made at the Project premises unless otherwise specified in the Contract Documents.

§ 7.3 The Vendor shall coordinate with the Owner regarding the logistics of the Vendor's delivery and installation obligations at the Project premises.

## **ARTICLE 8 ACCEPTANCE**

§ 8.1 The Owner and Architect may conduct a preliminary inspection of FF&E within seven days after its delivery to the Project premises for the purpose of verifying the delivery and quantities. Preliminary inspections shall not constitute acceptance of, taking charge over, or taking control of, such FF&E. The Architect shall report to the Vendor any defects, damage, deficiencies, or nonconformity observed during the preliminary inspection.

§ 8.2 When the Vendor considers the Work, or a portion thereof which the Owner agrees to accept separately, to be complete, the Vendor shall notify the Owner and Architect. The Vendor shall allow the Owner and Architect a reasonable amount of time to inspect the FF&E to determine, based on conformance with the Contract Documents, if it is accepted or rejected in whole or in part. Based on the Architect's recommendation to the Owner and the Owner's own inspection, if any, the Owner shall accept or reject the FF&E, in whole or in part.

§ 8.3 If the Owner rejects any of the FF&E, the Owner, or the Architect acting on behalf of the Owner, shall notify the Vendor within seven days of the date of inspection, specifying the basis for such rejection. Upon rejection, the Vendor shall provide a remedy and evidence of arrangements to accomplish such remedy. The Owner shall allow the Vendor a reasonable amount of time to remedy the rejected FF&E. When the Vendor considers the remedied FF&E to be complete, the parties shall follow the procedures set forth in Section 8.2. If the Owner rejects any of the FF&E for a second time, the Owner shall promptly notify the Vendor and the Vendor shall promptly remove the rejected FF&E from the Project premises and refund payments made for such rejected goods to the Owner. If the Vendor disagrees with an Owner's rejection, the Vendor may make a claim.

§ 8.4 FF&E not inspected in accordance with Section 8.2 or rejected in accordance with Section 8.3 shall be deemed accepted.

§ 8.5 The Owner's acceptance under this Article 8 cannot be revoked; however, the provisions of this Article 8 do not preclude recovery of damages as provided by law. The Owner's acceptance, or failure to discover a Vendor's breach after acceptance, shall not bar the Owner from making claims in accordance with Article 14 or from remedies and damages due to the Vendor's breach of this Agreement, including the Vendor's breach of warranties in Article 9.

## **ARTICLE 9 WARRANTIES**

§ 9.1 The Vendor warrants to the Owner that the FF&E furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Vendor further warrants that the FF&E will conform to the requirements of the Contract Documents. FF&E not conforming to these requirements may be considered defective. The Vendor's warranty excludes remedy for damage or defect caused by abuse, alterations to the FF&E not executed by the Vendor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 9.2 The Vendor assigns to the Owner all FF&E manufacturers' warranties and guarantees upon acceptance in accordance with Article 8.

§ 9.3 The Vendor hereby provides to the Owner all warranties relating to the FF&E implied by law, including the warranty of merchantability and warranty of fitness for a particular purpose.

§ 9.4 The Vendor acknowledges that no exclusion of, or limitation on, warranties contained in any proposal, product literature, or other submittal shall affect the warranties provided in this Article 9.

## **ARTICLE 10 ARCHITECT**

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

§ 10.2 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Vendor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with sub-vendors and suppliers shall be through the Vendor. Communications by and with separate vendors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 10.4 The Architect will visit the Project premises at intervals appropriate to the stage of the Work, or as otherwise agreed with the Owner, to become generally familiar with, and to keep the Owner informed about, the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery, storage, or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

§ 10.5 The Architect may order minor changes in the Work. The Architect's order for minor changes shall be in writing. If the Vendor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Vendor shall notify the Architect and shall not proceed to implement the change in the Work. If the Vendor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Vendor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 10.6 The Architect will conduct inspections of FF&E and provide recommendations as set forth in Article 8. Pursuant to Article 8, the Architect is only responsible for identifying defects, deficiencies, or nonconformities that the Architect actually observes, or reasonably should observe, during its inspections. The Architect is not required to make exhaustive or continuous inspections to fulfill its responsibilities in Article 8 and has no responsibility to discover latent defects.

§ 10.7 The Architect will review and approve or take other appropriate action upon the Vendor's submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

## **ARTICLE 11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS**

§ 11.1 The Owner shall coordinate the activities of the Owner's own forces and of each separate vendor or contractor, if any, with the Work.

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

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

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

## ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

### § 12.1 Safety Precautions and Programs

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work, and materials and FF&E to be incorporated therein, whether in storage on or off the Project premises, under care, custody, or control of the Vendor or sub-vendors; and
- .3 other property at the Project premises or adjacent thereto.

The Vendor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Vendor shall promptly remedy damage and loss to property caused in whole or in part by the Vendor, sub-vendors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Vendor is responsible under Sections 12.1.2 and 12.1.3. The Vendor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect, or of anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor. The foregoing obligations of the Vendor are in addition to the Vendor's obligations under Section 5.14.

### § 12.2 Hazardous Materials and Substances

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

§ 12.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Vendor, sub-vendors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 12.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

## ARTICLE 13 INSURANCE

§ 13.1 The Vendor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Article 13 or elsewhere in the Contract Documents. The Vendor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Vendor shall maintain the required insurance from the date of commencement of the Work to the date of completion of the Work, unless a different duration is stated below.

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

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;



- 3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- 4 bodily injury or property damage arising out of completed operations; and
- 5 the Vendor's indemnity obligations under Section 5.14.

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

§ 13.4 The Vendor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Sections 13.2 and 13.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 13.5 Workers' Compensation at statutory limits.

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

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

§ 13.8 The Vendor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article 13 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final invoice and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 13.1. The certificates will show the Owner as an additional insured on the Vendor's Commercial General Liability and excess or umbrella liability policy.

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

§ 13.10 To the fullest extent permitted by law, the Vendor shall cause the commercial liability coverage required by this Article 13 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Vendor's negligent acts or omissions during the Vendor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Vendor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 13.11 Within three (3) business days of the date the Vendor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Article 13, the Vendor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Vendor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Vendor. The furnishing of notice by the Vendor shall not relieve the Vendor of any contractual obligation to provide any required coverage.

**§ 13.12 Other Insurance Provided by the Vendor**

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

**§ 13.13 Waiver of Subrogation**

**§ 13.13.1** The Owner and Vendor waive all rights against (1) each other and any of their sub-vendors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) separate vendors or contractors, if any, and any of their sub-vendors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Vendor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, separate vendors and contractors, and sub-vendors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 13.13.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual, or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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

**ARTICLE 14 CLAIMS AND DISPUTES****§ 14.1 Binding Dispute Resolution**

For any claim subject to, but not resolved by, mediation pursuant to Section 14.6, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Section 14.7 of this Agreement

Litigation in a court of competent jurisdiction

Other *(Specify)*

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

**§ 14.2** Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 12.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 14.12, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

**§ 14.3 Notice of Claims**

Claims by either the Owner or Vendor shall be initiated by notice to the other party in accordance with Section 1.11.2.

**§ 14.4 Time Limits on Claims**

The Owner and Vendor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of completion of the Work. The Owner and Vendor waive all claims and causes of action not commenced in accordance with this Section 14.4.

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

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

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

§ 14.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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

#### § 14.11 Continuing Contract Performance

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

#### § 14.12 Waiver of Claims for Consequential Damages

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

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

This mutual waiver is applicable, without limitation, to all consequential damages. Nothing contained in this Section 14.12 shall be deemed to preclude an assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

**ARTICLE 15 ENUMERATION OF CONTRACT DOCUMENTS**

§ 15.1 The Contract Documents are defined in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 15.2 The Agreement is this executed AIA Document A151™–2019, Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings, and Equipment.

§ 15.3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203–2013 incorporated into this Agreement.)*

« »

§ 15.4 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

« »

Section	Title	Date	Pages

§ 15.5 The Drawings:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

« »

Number	Title	Date

§ 15.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to quotations or proposal requirements are not part of the Contract Documents unless the quotation or proposal requirements are enumerated in this Article 15.

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

.1 Other Exhibits:

*(Check all boxes that apply.)*

[ « » ] The Sustainability Plan:

Title	Date	Pages

[ « » ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.2 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents.)*

« »

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

\_\_\_\_\_  
**OWNER** *(Signature)*

« »« »

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**VENDOR** *(Signature)*

« »« »

\_\_\_\_\_  
*(Printed name and title)*

TEL  
BY  
D



GENERAL CONDITIONS

The Work of this Contract shall be subject to the American Institute of Architects Document A151, "Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E)", herein referred to as the Agreement.

SUPPLEMENTARY CONDITIONS

The supplementary Conditions contain changes and additions to the Agreement. Where any part of the Agreement is modified or voided by the Supplementary Conditions, the remaining unaltered provisions shall remain in effect.

**ARTICLE 1 Add the following:**

**1.2.1** When applied to materials and equipment required for the Work, the following words shall mean the following:

- .1 The word "provide" shall mean to furnish, pay for, deliver, install, adjust, clean, and otherwise make materials and equipment fit and ready for their intended use.
- .2 The word "furnish" shall mean to secure, pay for, deliver to site, unload, and uncrate materials and equipment.
- .3 The word "install" shall mean to place in position, incorporate in the work, adjust, clean, make fit and ready for use and perform all services except those included under the term "furnish".
- .4 The phrase "furnish and install" shall be equivalent to the word "provide". Each shall be interpreted to mean "the Vendor shall furnish all labor, material and equipment and install...".
- .5 "As required" shall mean as required to produce a fully completed project or result to the satisfaction of the Architect.

**1.2.2** Where discrepancies or conflicts occur:

- .1 Amendments and Addenda shall take precedence over the Specifications.
- .2 The Specifications shall take precedence over the Drawings.
- .3 Stated dimensions shall take precedence over scaled dimensions.
- .4 Large-scale detail drawings shall take precedence over small-scale drawings.
- .5 Schedules shall take precedence over other data on the drawings.

**1.2.3** In case of a difference between Drawings or Specifications or within either document itself in describing the Work, the better quality, greater quantity, or costlier work will be assumed to be and shall be included in the Contract price. The Vendor shall not proceed with such work until the Architect has been contacted for clarification and proper direction.

**1.2.4** Instructions or specifications of a particular manufacturer as referred to herein shall be binding as a part of this Specification. Obtain such written instructions and maintain on the job with the Specification.

**1.2.5** All work shown or referred to in the Contract Documents shall be included in the Contract excepting those items which are specifically noted as being "provided under another contract" or "provided by the Owner", or "not in contract (NIC)".

**1.3.1** Parties to the Contract shall not take advantage of obvious error or apparent discrepancy in Contract Documents. Notice of discovered error or discrepancy shall immediately be given

in writing to the Architect to make such corrections and interpretations as he may deem necessary for completion of the work in a satisfactory and acceptable manner.

- 1.4.1** The Vendor's proposal for changes in the Work shall be itemized completely and in detail and shall include material costs and quantities, labor wages, time, insurance, pensions, and equipment rental other than small tools, and the number of additional calendar days, if any, which are required to complete the Work.

Where unit prices have been established, the proposal shall state the quantity involved and the applicable unit price.

**1.4.2 Allowance for Overhead and Profit**

- .1 The allowance for overhead and profit is compensation for administration, superintendence, materials for temporary structures, additional premiums on bonds and the use of small tools.
- .2 For additions, deletions or other changes in the Work ordered under this Section, the Vendor may apply an allowance of up to fifteen percent (15%) for profit and overhead to the net cost of the work actually performed by him.

**ARTICLE 2 Make the following changes:**

- 2.2.2 **Add** to the beginning "At least fifteen (15) days prior to".

**Add the following:**

**2.2.2.1** During progress of the Work, the Owner will pay the Vendor ninety-five percent (95%) of the total amount of each monthly payment due. The remaining five percent (5%) will be retained by the Owner until the Project is substantially completed. There will be no further reduction considered until final acceptance of the Project in accordance with the Contract Documents.

**2.2.2.2** A prerequisite to final payment shall be that the Vendor furnish proof that he has completed all specification requirements covering the following item as applicable:

Warranties.

**ARTICLE 3 Add the following:**

**3.1.3.1** No extension of time will be allowed for adverse weather conditions unless the number of days of inclement weather is substantially greater or conditions substantially more severe than the average for the calendar period as recorded by a recognized weather observation agency.

**ARTICLE 5 Make the following changes:**

- 5.7 **Add the following:** No amount shall be included for State Sales Tax or for Federal Excise Tax on materials or supplies purchased for this project. The Owner will supply tax exempt number.

**ARTICLE 9 Add the following:**

- 9.5** Project Warranty: Unless otherwise specified, Vendor shall warrant (guaranty) all work against defects resulting from the use of material, workmanship or equipment which is inferior, defective, or



not in accordance with the terms of the Contract. This warranty, unless stated otherwise in a given section of the Specifications, shall be for a period of one (1) year from the date of issuance of the Certificate of Substantial Completion for the Project.

**9.5.1 Warranty Obligations**

- .1 Vendor shall restore or remove-and-replace warranted work to its originally specified condition, at such time during warranty as it does not comply with or fulfill terms of warranty.
- .2 Vendor shall restore or remove-and-replace other work which has been damaged by failure of warranted work, or which must be removed and replaced to gain access to warranted work.
- .3 Cost of restoration or removal-and-replacement is Vendor's obligation, without regard to whether Owner has already benefited from use of failing work.
- .4 Except as otherwise indicated or required by governing regulations, warranties do not cover consequential damage to property other than the Work of the Contract.
- .5 Upon restoration or removal-and-replacement of warranted work which has failed, Vendor shall reinstate the warranty by issuing newly executed form, for at least the remaining period of time of the original warranty, but for not less than half of the original warranty period.
- .6 Warranties and warranty periods shall not diminish implied warranties, and shall not deprive Owner of actions, rights, and remedies otherwise available if the Vendor fails to fulfill the requirements of the Contract Documents.

**9.5.2** Vendor shall furnish fully executed warranties to Owner in accordance with the General Conditions and Section 017700.

**ARTICLE 10 Add the following:**

**10.8** The provisions of Article 15 notwithstanding, the Vendor expressly agrees to joinder in arbitration proceedings between Owner/Architect upon specific written request of the Owner. This agreement shall be valid with the Architect's acceptance of an equal provision in their respective contracts.

**ARTICLE 11 Make the following changes:**

11.4.1 In a dispute between the Owner and the Vendor concerning rubbish and orderliness on the site, the Owner may have the rubbish removed and charge the cost to the Vendor. Upon written notification from the Architect that the project requires cleaning, the Vendor shall within 24 hours remove all rubbish and hazards from the project and shall arrange his material and equipment in an orderly manner on the site. If this cleaning is not completed within 24 hours, the Owner may engage labor to clean up the projects to his satisfaction and deduct the costs from any monies due the Vendor.

**ARTICLE 13 Make the following changes:**

13.1 **Revise** "authorized to do business in the jurisdiction in which the Project is located" to read "licensed to do business in Connecticut".

13.2 **Revise** to read as follows:

"Insurance shall be provided as required in the attached Insurance Requirements. Furthermore, the Certificate must name as Additional Insureds: Silver/Petrucci + Associates, Inc. The coverage must be on a primary, non-contributory basis."

13.3, 13.4, 13.5, 13.6, and 13.7, **delete** in their entirety.

**Add the following:**

**13.8.1** The Vendor, before commencing work, shall supply Owner with Certificates of Insurance evidencing compliance with the insurance requirements. Each certificate shall state that the insurance evidenced by such certificate will not be canceled or reduced without thirty (30) days prior written notice to the Owner.

**13.8.2** The Vendor shall promptly furnish to the Owner copies of any endorsements subsequently issued amending coverage or limits.

13.13 **Revise** to read: Waiver of subrogation is required in favor of the Town of Colchester on all policies.

**ARTICLE 15 Make the following changes:**

14.6 **Revise** to read as follows: In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations. The provisions of Article 14 notwithstanding, the Vendor expressly agrees to joinder in mediation proceedings between Owner/Architect upon specific written request of the Owner. This agreement shall be valid with the Architect's acceptance of an equal provision in their respective contracts.

END OF SECTION

## INSURANCE REQUIREMENTS

The successful Bidder will be required to furnish and maintain a comprehensive general liability certificate of insurance naming the Town of Colchester as additional insured. The Candidate shall maintain for the life of the Contract the insurance coverage set forth below provided by insurance companies authorized to do business in the State of Connecticut with a rating by AM Best of "A" or better. A certificate of insurance indicating these amounts, and listing the Town of Colchester as additional insured, must be submitted at the time of award.

A. Commercial General Liability:

Limits of Liability:- Each Occurrence - \$1,000,000    General Aggregate - 2,000,000

includes coverage for:

- 1. Products/Completed Operations.
- 2. Contractual Insurance.
- 3. Broad Form Property Damage.
- 4. Independent Contractors.
- 5. Personal Injury.
- 6. Premises-Operations.

B. Auto Liability - Combined Single Limit \$1,000,000

C. Owners Contractors Protective Liability (OCP) in the name of The Town of Colchester:

Each Occurrence - \$1,000,000

General Aggregate - \$1,000,000

D. Worker's Compensation – Statutory

E. Umbrella Policy – \$3,000,000 Minimum

F. The Town of Colchester shall be listed as additional insured on Commercial General Liability and Umbrella/Excess policies.

G. The contract of insurance shall provide for notice to the Town of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

The contractor shall defend, save harmless and indemnify the Town of Colchester, its officers, agents, employees, and assigns from any damages resulting from any challenge to the legality of the bid process or any of the documents used here, including, but not limited to, the Request for Proposals or Contract Agreements. In addition, the contractor agrees to indemnify and hold harmless the Town of Colchester and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the contractor's performance or lack of performance of the Contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Town, or any of their respective members, officers, employees, sub-committees of the Town or agents in any suit or claim arising from the contractor's performance or lack of performance of the Contract or arising from the enforcement of this provision.



# DRAFT AIA® Document G702® - 1992

## Application and Certificate for Payment

TO OWNER: PROJECT: APPLICATION NO: 001 Distribution to:

FROM: VIA ARCHITECT: CONTRACTOR: OWNER: ARCHITECT: CONTRACTOR: FIELD: OTHER:

PERIOD TO: General Construction

CONTRACT FOR: / /

CONTRACT DATE: / /

PROJECT NOS: / /

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703®, Continuation Sheet, is attached.

- 1. ORIGINAL CONTRACT SUM ..... \$0.00
  - 2. NET CHANGE BY CHANGE ORDERS ..... \$0.00
  - 3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$0.00
  - 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)..... \$0.00
  - 5. RETAINAGE:
    - a. 0 % of Completed Work (Column D + E on G703: \$0.00) = \$0.00
    - b. 0 % of Stored Material (Column F on G703: \$0.00) = \$0.00
- Total Retainage (Lines 5a + 5b or Total in Column I of G703)..... \$0.00

- 6. TOTAL EARNED LESS RETAINAGE..... \$0.00  
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$0.00  
(Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE..... \$0.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE..... \$0.00  
(Line 3 less Line 6)

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$0.00  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

ARCHITECT: \_\_\_\_\_ Date: \_\_\_\_\_  
 By: \_\_\_\_\_  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.









FIXTURES, FURNITURE, & EQUIPMENT PACKAGE

**SENIOR CENTER  
LEBANON AVENUE  
COLCHESTER, CT 06415  
RFP #2024-SC-1/SC-2**

S/P+A PROJECT #20.003

Drawing Number

Drawing Name

COVER

*Fixtures, Furniture, & Equipment Drawings*

A230

FURNITURE PLAN

END OF DRAWING LIST



SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Sections:
  - 1. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Vendor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Vendor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. A list of unit prices is included in the Bid Form.

END OF SECTION 012200



SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Sections:
  - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
  - 2. Divisions 02 through 49 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Vendor.
  - 1. Substitutions for Cause: Changes proposed by Vendor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Vendor or Owner that are not required in order to meet other Project requirements but may offer advantage to Vendor or Owner.

1.4 SUBMITTALS

- A. Substitution Requests: Submit a single copy of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use **CSI Form 1.5C, 13.1A** or comparable form.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - c. Detailed, SIDE-BY-SIDE comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.

- e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects with project names and addresses and names and addresses of Architects and Owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
  - j. Detailed comparison of Vendor's schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Vendor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Vendor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven (7) days of receipt of a request for substitution. Architect will notify Vendor of acceptance or rejection of proposed substitution within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

#### 1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

#### 1.6 PROCEDURES

- A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

### PART 2 - PRODUCTS

#### 2.1 SUBSTITUTIONS

- A. Procurement Substitution Request: Submit to Architect seven (7) days prior to date of bid opening.
- B. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than fifteen (15) days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Vendor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
  - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - b. Substitution request is fully documented and properly submitted.
  - c. Requested substitution will not adversely affect Vendor's schedule.
  - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
  - e. Requested substitution is compatible with other portions of the Work.
  - f. Requested substitution has been coordinated with other portions of the Work.
  - g. Requested substitution provides specified warranty.
  
- C. Substitutions for Convenience: Architect will consider requests for substitution if received within sixty (60) days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
  1. Conditions: Architect will consider Vendor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - b. Requested substitution does not require extensive revisions to the Contract Documents.
    - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - d. Substitution request is fully documented and properly submitted.
    - e. Requested substitution will not adversely affect Vendor's schedule.
    - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - g. Requested substitution is compatible with other portions of the Work.
    - h. Requested substitution has been coordinated with other portions of the Work.
    - i. Requested substitution provides specified warranty.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500





SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections:
  - 1. Section 016000 "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request or twenty (20) days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Vendor's schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
    - e. Quotation Form: Use forms acceptable to Architect.
- B. Vendor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Vendor may initiate a claim by submitting a request for a change to the Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Vendor's schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Architect.

#### 1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Unit Price Adjustment: Refer to Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit price work.

#### 1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Vendor on AIA Document G701.

#### 1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Vendor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections:
  - 1. Section 012200 "Unit Prices" for administrative requirements governing the use of unit prices.
  - 2. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 3. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Vendor's schedule.
  - 4. Section 013300 "Submittal Procedures" for administrative requirements governing the preparation and submittal of the submittal schedule.

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Vendor's schedule.
  - 1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Vendor's schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date but no later than seven (7) days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one (1) line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Vendor's name and address.
    - e. Date of submittal.
  - 2. Arrange schedule of values consistent with format of AIA Document G703.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent (5%) of Contract Sum.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Vendor's option.
8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Vendor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Vendor. Architect will return incomplete applications without action.
  1. Entries shall match data on the schedule of values and Vendor's schedule. Use updated schedules if revisions were made.
  2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
  5. Include updated and approved Vendor's schedule, potential Change Order Log, and Product Submittal Log.
- E. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
  2. A single electronic and notarized copy may be submitted in lieu of paper copies.
- F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. Schedule of values.
  2. Vendor's schedule (preliminary if not final).
  3. Products list (preliminary if not final).
  4. Schedule of unit prices.
  5. Submittal schedule (preliminary if not final).
  6. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  7. Initial progress report.
  8. Report of pre-construction conference.
  9. Certificates of insurance and insurance policies.
  10. Performance and payment bonds.
  11. Data needed to acquire Owner's insurance.
- G. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing one hundred percent (100%) completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- H. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G707, "Consent of Surety to Final Payment."
  6. Evidence that claims have been settled.
  7. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900



SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

- 1. Requests for Information (RFIs).
- 2. Project meetings.

- B. Related Sections:

- 1. Section 013200 "Construction Progress Documentation" for preparing and submitting Vendor's schedule.
- 2. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Vendor seeking information from each other during construction.

1.4 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Vendor shall prepare and submit an RFI in the form specified.

- 1. Coordinate and submit RFIs in a prompt manner so as to avoid delays in work.

- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

- 1. Project name.
- 2. Project number.
- 3. Date.
- 4. Name of Vendor.
- 5. Name of Architect.
- 6. RFI number, numbered sequentially.
- 7. RFI subject.
- 8. Specification Section number and title and related paragraphs, as appropriate.
- 9. Drawing number and detail references, as appropriate.
- 10. Field dimensions and conditions, as appropriate.
- 11. Vendor's suggested resolution. If Vendor's solution(s) impacts the Contract Time or the Contract Sum, Vendor shall state impact in the RFI.
- 12. Vendor's signature.
- 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

- a. Include dimensions, thicknesses, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716 or comparable form.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven (7) working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
  - 1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Architect's actions on submittals.
    - f. Incomplete RFIs or inaccurately prepared RFIs.
  - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
  - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Vendor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
    - a. If Vendor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within ten (10) days of receipt of the RFI response.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven (7) days if Vendor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
  - 1. Project name.
  - 2. Name and address of Vendor.
  - 3. Name and address of Architect.
  - 4. RFI number including RFIs that were dropped and not submitted.
  - 5. RFI description.
  - 6. Date the RFI was submitted.
  - 7. Date Architect's response was received.
  - 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

## 1.5 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.



3. Minutes: Vendor is responsible for recording significant discussions and agreements achieved. Vendor is also responsible for distributing the meeting minutes to everyone concerned including Owner and Architect, within three (3) days of the meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100



SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

- 1. Vendor's schedule.
- 2. Field condition reports.

- B. Related Sections:

- 1. Section 013300 "Submittal Procedures" for submitting schedules and reports.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a schedule consume time and resources.

- 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
- 2. Predecessor Activity: An activity that precedes another activity in the network.
- 3. Successor Activity: An activity that follows another activity in the network.

- B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.

- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

- D. Event: The starting or ending point of an activity.

- E. Float: The measure of leeway in starting and completing an activity.

- 1. Float time is not for the exclusive use or benefit of either Owner or Vendor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
- 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
- 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

- F. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. PDF electronic file.
- B. Vendor's Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- C. Field Condition Reports: Submit at time of discovery of differing conditions.

1.5 COORDINATION

- A. Coordinate Vendor's schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from entities involved.
  - 2. Coordinate each activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 VENDOR'S SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than twenty (20) days, unless specifically allowed by Architect.
  - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than sixty (60) days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  - 3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Vendor's schedule with submittal schedule.
  - 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
  - 5. Punch List and Final Completion: Include not more than thirty (30) days for punch list and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
  2. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Use of premises restrictions.
    - c. Seasonal variations.
  3. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    - a. Submittals.
    - b. Purchases.
    - c. Fabrication.
    - d. Deliveries.
    - e. Installation.
    - f. Adjusting.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- E. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
1. Refer to Section 012900 "Payment Procedures" for cost reporting and payment procedures.
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
  2. Unanswered RFIs.
  3. Rejected or unreturned submittals.
  4. Notations on returned submittals.
- G. Recovery Schedule: When periodic update indicates the Work is fourteen (14) or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Vendor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- H. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
- 2.2 VENDOR'S SCHEDULE (GANTT CHART)
- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Vendor's schedule within seven (7) days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in ten percent (10%) increments within time bar.

2.3 REPORTS

- A. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 VENDOR'S SCHEDULE

- A. Vendor's Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one (1) week before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Construction Administrator, Owner, and other parties identified by Vendor with a need-to-know schedule responsibility.
  - 1. When revisions are made, distribute updated schedules to the same parties. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Periodic construction photographs.
- B. Related Sections:
  - 1. Section 013300 "Submittal Procedures" for submitting photographic documentation.
  - 2. Section 017700 "Closeout Procedures" for submitting photographic documentation as project record documents at Project closeout.

1.3 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Digital Photographs: Submit image files within three (3) days of taking photographs.
  - 1. Submit photos by uploading to web-based Project management software site. Include copy of key plan indicating each photograph's location and direction.

1.4 FORMATS AND MEDIA

- A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels. Use flash in low light levels or backlit conditions.
- B. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
- C. Metadata: Record accurate date and time from camera.
- D. File Names: Name media files with date, Project area, and sequential numbering suffix.

1.5 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs using the maximum depth of field and in focus.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.

- B. Periodic Construction Photographs: Take eighteen to twenty (18-20) photographs weekly, coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
  
- C. Additional Photographs: Architect may request photographs in addition to periodic photographs specified.
  - 1. In emergency situations, take additional photographs within 24 hours of request.
  - 2. Circumstances that could require additional photographs include, but are not limited to, the following:
    - a. Immediate follow-up when on-site events result in construction damage or losses.
    - b. Substantial Completion of a major phase or component of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013233



SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
  - 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Vendor's schedule.
  - 3. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with the schedule of values and Vendor's schedule.
2. Submit concurrently with Vendor's schedule. Include submittals required during the first sixty (60) days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Format: Arrange the following information in a tabular format:
  - a. Scheduled date for first submittal.
  - b. Specification Section number and title.
  - c. Submittal Category: Action, informational.
  - d. Description of the Work covered.
  - e. Scheduled date for Architect's final release or approval.
  - f. Scheduled dates for purchasing.
  - g. Scheduled dates for installation.

#### 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of the Building Information Model (BIM) of the Contract Drawings will **not** be provided by Architect for Vendor's use in preparing submittals unless requested and Architect's user agreement properly completed.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  1. Coordinate each submittal with fabrication, purchasing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  1. Initial Review: Allow seven (7) days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Vendor when a submittal being processed must be delayed for coordination.
  2. Resubmittal Review: Allow five (5) days for review of each resubmittal.
  3. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow seven (7) days for initial review of each submittal.
- D. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:
  1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.

- a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
3. Provide means for insertion to permanently record Vendor's review and approval markings and action taken by Architect.
4. Include the following information on an inserted cover sheet:
  - a. Project name.
  - b. Date.
  - c. Name and address of Architect.
  - d. Name of Vendor.
  - e. Number and title of appropriate Specification Section.
  - f. Drawing number and detail references, as appropriate.
  - g. Location(s) where product is to be installed, as appropriate.
  - h. Related physical samples submitted directly.
  - i. Other necessary identification.
5. Include the following information as keywords in the electronic file metadata:
  - a. Project name.
  - b. Number and title of appropriate Specification Section.
  - c. Manufacturer name.
  - d. Product name.
- E. Options: Identify options requiring selection by the Architect.
- F. Deviations: Identify deviations from the Contract Documents on submittals.
- G. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review received from sources other than Vendor.
  1. Transmittal Form: Provide locations on form for the following information:
    - a. Project name.
    - b. Date.
    - c. Destination (To:).
    - d. Source (From:).
    - e. Category and type of submittal.
    - f. Submittal purpose and description.
    - g. Specification Section number and title.
    - h. Indication of full or partial submittal.
    - i. Drawing number and detail references, as appropriate.
    - j. Transmittal number, numbered consecutively.
    - k. Submittal and transmittal distribution record.
    - l. Remarks.
    - m. Signature of transmitter.
  2. On an attached separate sheet, prepared on Vendor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- I. Distribution: Furnish copies of final submittals to fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Submit electronic submittals via email as PDF electronic files.
    - a. Architect will return annotated file. Annotate and retain one (1) copy of file as an electronic Project record document file.
  - 2. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Notation of coordination requirements.
    - f. Availability and delivery time information.
  - 4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  - 5. Submit Product Data before or concurrent with Samples.

- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8½ by 11 inches but no larger than 30 by 42 inches.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one (1) submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
  3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Vendor.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents.
  2. Manufacturer and product name, and model number if applicable.
  3. Number and name of room or space.
  4. Location within room or space.
- F. Vendor's Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Section 012900 "Payment Procedures."

- H. Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
- I. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Architects and Owners, and other information specified.
- J. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- K. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- L. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- M. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."

### PART 3 - EXECUTION

#### 3.1 VENDOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with reviewed stamp before submitting to Architect.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Section 017700 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, review stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Vendor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

#### 3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Vendor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300





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## SECTION 014200 - REFERENCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Vendor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "As Required": As required to produce a fully completed project or result to the satisfaction of the Architect.
- D. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- E. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- F. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- G. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- H. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- I. "Provide": Furnish and install, complete and ready for the intended use.
- J. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

#### 1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
- 1.4 ABBREVIATIONS AND ACRONYMS
- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
1. AABC - Associated Air Balance Council; [www.aabc.com](http://www.aabc.com).
  2. AAMA - American Architectural Manufacturers Association; [www.aamanet.org](http://www.aamanet.org).
  3. AAPFCO - Association of American Plant Food Control Officials; [www.aapfco.org](http://www.aapfco.org).
  4. AASHTO - American Association of State Highway and Transportation Officials; [www.transportation.org](http://www.transportation.org).
  5. AATCC - American Association of Textile Chemists and Colorists; [www.aatcc.org](http://www.aatcc.org).
  6. ABMA - American Bearing Manufacturers Association; [www.americanbearings.org](http://www.americanbearings.org).
  7. ABMA - American Boiler Manufacturers Association; [www.abma.com](http://www.abma.com).
  8. ACI - American Concrete Institute; (Formerly: ACI International); [www.concrete.org](http://www.concrete.org).
  9. ACPA - American Concrete Pipe Association; [www.concrete-pipe.org](http://www.concrete-pipe.org).
  10. AEIC - Association of Edison Illuminating Companies, Inc. (The); [www.aeic.org](http://www.aeic.org).
  11. AF&PA - American Forest & Paper Association; [www.afandpa.org](http://www.afandpa.org).
  12. AGA - American Gas Association; [www.aga.org](http://www.aga.org).
  13. AHAM - Association of Home Appliance Manufacturers; [www.aham.org](http://www.aham.org).
  14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); [www.ahrinet.org](http://www.ahrinet.org).
  15. AI - Asphalt Institute; [www.asphaltinstitute.org](http://www.asphaltinstitute.org).
  16. AIA - American Institute of Architects (The); [www.aia.org](http://www.aia.org).
  17. AISC - American Institute of Steel Construction; [www.aisc.org](http://www.aisc.org).
  18. AISI - American Iron and Steel Institute; [www.steel.org](http://www.steel.org).
  19. AITC - American Institute of Timber Construction; [www.aitc-glulam.org](http://www.aitc-glulam.org).
  20. AMCA - Air Movement and Control Association International, Inc.; [www.amca.org](http://www.amca.org).
  21. ANSI - American National Standards Institute; [www.ansi.org](http://www.ansi.org).
  22. AOSA - Association of Official Seed Analysts, Inc.; [www.aosaseed.com](http://www.aosaseed.com).
  23. APA - APA - The Engineered Wood Association; [www.apawood.org](http://www.apawood.org).
  24. APA - Architectural Precast Association; [www.archprecast.org](http://www.archprecast.org).
  25. API - American Petroleum Institute; [www.api.org](http://www.api.org).
  26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
  27. ARI - American Refrigeration Institute; (See AHRI).
  28. ARMA - Asphalt Roofing Manufacturers Association; [www.asphaltroofing.org](http://www.asphaltroofing.org).
  29. ASCE - American Society of Civil Engineers; [www.asce.org](http://www.asce.org).
  30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
  31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; [www.ashrae.org](http://www.ashrae.org).
  32. ASME - ASME International; (American Society of Mechanical Engineers); [www.asme.org](http://www.asme.org).
  33. ASSE - American Society of Sanitary Engineering; [www.asse-plumbing.org](http://www.asse-plumbing.org).
  34. ASSP - American Society of Safety Professionals (The); [www.assp.org](http://www.assp.org).
  35. ASTM - ASTM International; [www.astm.org](http://www.astm.org).
  36. ATIS - Alliance for Telecommunications Industry Solutions; [www.atis.org](http://www.atis.org).

37. AVIXA - Audiovisual and Integrated Experience Association; (Formerly: Infocomm International); [www.soundandcommunications.com](http://www.soundandcommunications.com).
38. AWEA - American Wind Energy Association; [www.awea.org](http://www.awea.org).
39. AWI - Architectural Woodwork Institute; [www.awinet.org](http://www.awinet.org).
40. AWMAC - Architectural Woodwork Manufacturers Association of Canada; [www.awmac.com](http://www.awmac.com).
41. AWWA - American Water Works Association; [www.awwa.org](http://www.awwa.org).
42. AWS - American Welding Society; [www.aws.org](http://www.aws.org).
43. AWWA - American Water Works Association; [www.awwa.org](http://www.awwa.org).
44. BHMA - Builders Hardware Manufacturers Association; [www.buildershardware.com](http://www.buildershardware.com).
45. BIA - Brick Industry Association (The); [www.gobrick.com](http://www.gobrick.com).
46. BICSI - BICSI, Inc.; [www.bicsi.org](http://www.bicsi.org).
47. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); [www.bifma.org](http://www.bifma.org).
48. BISSC - Baking Industry Sanitation Standards Committee; [www.bissc.org](http://www.bissc.org).
49. BWF - Badminton World Federation; (Formerly: International Badminton Federation); [www.bissc.org](http://www.bissc.org).
50. CDA - Copper Development Association; [www.copper.org](http://www.copper.org).
51. CE - Conformite Europeenne; [www.ec.europa.eu/growth/single-market/ce-marking](http://www.ec.europa.eu/growth/single-market/ce-marking).
52. CEA - Canadian Electricity Association; [www.electricity.ca](http://www.electricity.ca).
53. CFFA - Chemical Fabrics and Film Association, Inc.; [www.chemicalfabricsandfilm.com](http://www.chemicalfabricsandfilm.com).
54. CFSEI - Cold-Formed Steel Engineers Institute; [www.cfsei.org](http://www.cfsei.org).
55. CGA - Compressed Gas Association; [www.cganet.com](http://www.cganet.com).
56. CIMA - Cellulose Insulation Manufacturers Association; [www.cellulose.org](http://www.cellulose.org).
57. CISCA - Ceilings & Interior Systems Construction Association; [www.cisca.org](http://www.cisca.org).
58. CISPI - Cast Iron Soil Pipe Institute; [www.cispi.org](http://www.cispi.org).
59. CLFMI - Chain Link Fence Manufacturers Institute; [www.chainlinkinfo.org](http://www.chainlinkinfo.org).
60. CPA - Composite Panel Association; [www.compositepanel.org](http://www.compositepanel.org).
61. CRI - Carpet and Rug Institute (The); [www.carpet-rug.org](http://www.carpet-rug.org).
62. CRRC - Cool Roof Rating Council; [www.coolroofs.org](http://www.coolroofs.org).
63. CRSI - Concrete Reinforcing Steel Institute; [www.crsi.org](http://www.crsi.org).
64. CSA - CSA Group; [www.csa-group.org](http://www.csa-group.org).
65. CSI - Construction Specifications Institute (The); [www.csiresources.org](http://www.csiresources.org).
66. CSSB - Cedar Shake & Shingle Bureau; [www.cedarbureau.org](http://www.cedarbureau.org).
67. CTA - Consumer Technology Association; [www.cta.tech](http://www.cta.tech).
68. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); [www.coolingtechnology.org](http://www.coolingtechnology.org).
69. CWC - Composite Wood Council; (See CPA).
70. DASMA - Door and Access Systems Manufacturers Association; [www.dasma.com](http://www.dasma.com).
71. DHA - Decorative Hardwoods Association; (Formerly: Hardwood Plywood & Veneer Association); [www.decorativehardwoods.org](http://www.decorativehardwoods.org).
72. DHI - Door and Hardware Institute; [www.dhi.org](http://www.dhi.org).
73. ECA - Electronic Components Association; (See ECIA).
74. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
75. ECIA - Electronic Components Industry Association; [www.ecianow.org](http://www.ecianow.org).
76. EIA - Electronic Industries Alliance; (See TIA).
77. EIMA - EIFS Industry Members Association; [www.eima.com](http://www.eima.com).
78. EJMA - Expansion Joint Manufacturers Association, Inc.; [www.ejma.org](http://www.ejma.org).
79. EOS/ESD Association; (Electrostatic Discharge Association); [www.esda.org](http://www.esda.org).
80. ESTA - Entertainment Services and Technology Association; (See PLASA).
81. ETL - Intertek (See Intertek); [www.intertek.com](http://www.intertek.com).
82. EVO - Efficiency Valuation Organization; [www.evo-world.org](http://www.evo-world.org).
83. FCI - Fluid Controls Institute; [www.fluidcontrolsintstitute.org](http://www.fluidcontrolsintstitute.org).
84. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); [www.fiba.com](http://www.fiba.com).

85. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); [www.fivb.org](http://www.fivb.org).
86. FM Approvals - FM Approvals LLC; [www.fmglobal.com](http://www.fmglobal.com).
87. FM Global - FM Global; (Formerly: FMG - FM Global); [www.fmglobal.com](http://www.fmglobal.com).
88. FRSA - Florida Roofing, Sheet Metal Contractors Association, Inc.; [www.floridarroof.com](http://www.floridarroof.com).
89. FSA - Fluid Sealing Association; [www.fluidsealing.com](http://www.fluidsealing.com).
90. FSC - Forest Stewardship Council U.S.; [www.fscus.org](http://www.fscus.org).
91. GA - Gypsum Association; [www.gypsum.org](http://www.gypsum.org).
92. GANA - Glass Association of North America; (See NGA).
93. GS - Green Seal; [www.greenseal.org](http://www.greenseal.org).
94. HI - Hydraulic Institute; [www.pumps.org](http://www.pumps.org).
95. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
96. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
97. HPVA - Hardwood Plywood & Veneer Association; (See DHA).
98. HPW - H. P. White Laboratory, Inc.; [www.hpwhite.com](http://www.hpwhite.com).
99. IAPSC - International Association of Professional Security Consultants; [www.iapsc.org](http://www.iapsc.org).
100. IAS - International Accreditation Service; [www.iasonline.org](http://www.iasonline.org).
101. ICBO - International Conference of Building Officials; (See ICC).
102. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
103. ICEA - Insulated Cable Engineers Association, Inc.; [www.icea.net](http://www.icea.net).
104. ICPA - International Cast Polymer Association; [www.theicpa.com](http://www.theicpa.com).
105. ICRI - International Concrete Repair Institute, Inc.; [www.icri.org](http://www.icri.org).
106. IEC - International Electrotechnical Commission; [www.iec.ch](http://www.iec.ch).
107. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); [www.ieee.org](http://www.ieee.org).
108. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); [www.ies.org](http://www.ies.org).
109. IESNA - Illuminating Engineering Society of North America; (See IES).
110. IEST - Institute of Environmental Sciences and Technology; [www.iest.org](http://www.iest.org).
111. IGMA - Insulating Glass Manufacturers Alliance; [www.igmaonline.org](http://www.igmaonline.org).
112. IGSHPA - International Ground Source Heat Pump Association; [www.igshpa.org](http://www.igshpa.org).
113. II - Infocomm International; (See AVIXA).
114. ILI - Indiana Limestone Institute of America, Inc.; [www.iliai.com](http://www.iliai.com).
115. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); [www.intertek.com](http://www.intertek.com).
116. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); [www.isa.org](http://www.isa.org).
117. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
118. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); [www.isfanow.org](http://www.isfanow.org).
119. ISO - International Organization for Standardization; [www.iso.org](http://www.iso.org).
120. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
121. ITU - International Telecommunication Union; [www.itu.int](http://www.itu.int).
122. KCMA - Kitchen Cabinet Manufacturers Association; [www.kcma.org](http://www.kcma.org).
123. LMA - Laminating Materials Association; (See CPA).
124. LPI - Lightning Protection Institute; [www.lightning.org](http://www.lightning.org).
125. MBMA - Metal Building Manufacturers Association; [www.mbma.com](http://www.mbma.com).
126. MCA - Metal Construction Association; [www.metalconstruction.org](http://www.metalconstruction.org).
127. MFMA - Maple Flooring Manufacturers Association, Inc.; [www.maplefloor.org](http://www.maplefloor.org).
128. MFMA - Metal Framing Manufacturers Association, Inc.; [www.metalframingmfg.org](http://www.metalframingmfg.org).
129. MHI - Material Handling Industry of America; [www.mhia.org](http://www.mhia.org).
130. MIA - Marble Institute of America; (See NSI).
131. MMPA - Moulding & Millwork Producers Association; [www.wmmpa.com](http://www.wmmpa.com).
132. MPI - Master Painters Institute; [www.paintinfo.com](http://www.paintinfo.com).
133. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; [www.mss-hq.org](http://www.mss-hq.org).
134. NAAMM - National Association of Architectural Metal Manufacturers; [www.naamm.org](http://www.naamm.org).

135. NACE - NACE International; (National Association of Corrosion Engineers International); [www.nace.org](http://www.nace.org).
136. NADCA - National Air Duct Cleaners Association; [www.nadca.com](http://www.nadca.com).
137. NAIMA - North American Insulation Manufacturers Association; [www.naima.org](http://www.naima.org).
138. NALP - National Association of Landscape Professionals; [www.landscapeprofessionals.org](http://www.landscapeprofessionals.org).
139. NBGQA - National Building Granite Quarries Association, Inc.; [www.nbgqa.com](http://www.nbgqa.com).
140. NBI - New Buildings Institute; [www.newbuildings.org](http://www.newbuildings.org).
141. NCAA - National Collegiate Athletic Association (The); [www.ncaa.org](http://www.ncaa.org).
142. NCMA - National Concrete Masonry Association; [www.ncma.org](http://www.ncma.org).
143. NEBB - National Environmental Balancing Bureau; [www.nebb.org](http://www.nebb.org).
144. NECA - National Electrical Contractors Association; [www.necanet.org](http://www.necanet.org).
145. NeLMA - Northeastern Lumber Manufacturers Association; [www.nelma.org](http://www.nelma.org).
146. NEMA - National Electrical Manufacturers Association; [www.nema.org](http://www.nema.org).
147. NETA - InterNational Electrical Testing Association; [www.netaworld.org](http://www.netaworld.org).
148. NFHS - National Federation of State High School Associations; [www.nfhs.org](http://www.nfhs.org).
149. NFPA - National Fire Protection Association; [www.nfpa.org](http://www.nfpa.org).
150. NFPA - NFPA International; (See NFPA).
151. NFRC - National Fenestration Rating Council; [www.nfrc.org](http://www.nfrc.org).
152. NGA - National Glass Association (The); (Formerly: Glass Association of North America); [www.glass.org](http://www.glass.org).
153. NHLA - National Hardwood Lumber Association; [www.nhla.com](http://www.nhla.com).
154. NLGA - National Lumber Grades Authority; [www.nlga.org](http://www.nlga.org).
155. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
156. NOMMA - National Ornamental & Miscellaneous Metals Association; [www.nomma.org](http://www.nomma.org).
157. NRCA - National Roofing Contractors Association; [www.nrca.net](http://www.nrca.net).
158. NRMCA - National Ready Mixed Concrete Association; [www.nrmca.org](http://www.nrmca.org).
159. NSF - NSF International; [www.nsf.org](http://www.nsf.org).
160. NSI - National Stone Institute; (Formerly: Marble Institute of America); [www.naturalstoneinstitute.org](http://www.naturalstoneinstitute.org).
161. NSPE - National Society of Professional Engineers; [www.nspe.org](http://www.nspe.org).
162. NSSGA - National Stone, Sand & Gravel Association; [www.nssga.org](http://www.nssga.org).
163. NTMA - National Terrazzo & Mosaic Association, Inc. (The); [www.ntma.com](http://www.ntma.com).
164. NWFA - National Wood Flooring Association; [www.nwfa.org](http://www.nwfa.org).
165. NWRA - National Waste & Recycling Association; [www.wasterecycling.org](http://www.wasterecycling.org).
166. PCI - Precast/Prestressed Concrete Institute; [www.pci.org](http://www.pci.org).
167. PDI - Plumbing & Drainage Institute; [www.pdionline.org](http://www.pdionline.org).
168. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); [www.plasa.org](http://www.plasa.org).
169. RCSC - Research Council on Structural Connections; [www.boltcouncil.org](http://www.boltcouncil.org).
170. RFCI - Resilient Floor Covering Institute; [www.rfci.com](http://www.rfci.com).
171. RIS - Redwood Inspection Service; [www.redwoodinspection.com](http://www.redwoodinspection.com).
172. SAE - SAE International; [www.sae.org](http://www.sae.org).
173. SCTE - Society of Cable Telecommunications Engineers; [www.scte.org](http://www.scte.org).
174. SDI - Steel Deck Institute; [www.sdi.org](http://www.sdi.org).
175. SDI - Steel Door Institute; [www.steeldoor.org](http://www.steeldoor.org).
176. SEFA - Scientific Equipment and Furniture Association (The); [www.sefalabs.com](http://www.sefalabs.com).
177. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
178. SIA - Security Industry Association; [www.siaonline.org](http://www.siaonline.org).
179. SJI - Steel Joist Institute; [www.steeljoist.org](http://www.steeljoist.org).
180. SMA - Screen Manufacturers Association; [www.smainfo.org](http://www.smainfo.org).
181. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; [www.smacna.org](http://www.smacna.org).
182. SMPTE - Society of Motion Picture and Television Engineers; [www.smpte.org](http://www.smpte.org).
183. SPFA - Spray Polyurethane Foam Alliance; [www.sprayfoam.org](http://www.sprayfoam.org).
184. SPIB - Southern Pine Inspection Bureau; [www.spib.org](http://www.spib.org).

185. SPRI - Single Ply Roofing Industry; [www.spri.org](http://www.spri.org).
  186. SRCC - Solar Rating & Certification Corporation; [www.solar-rating.org](http://www.solar-rating.org).
  187. SSINA - Specialty Steel Industry of North America; [www.ssina.com](http://www.ssina.com).
  188. SSPC - SSPC: The Society for Protective Coatings; [www.sspc.org](http://www.sspc.org).
  189. STI - Steel Tank Institute; [www.steeltank.com](http://www.steeltank.com).
  190. SWI - Steel Window Institute; [www.steelwindows.com](http://www.steelwindows.com).
  191. SWPA - Submersible Wastewater Pump Association; [www.swpa.org](http://www.swpa.org).
  192. TCA - Tilt-Up Concrete Association; [www.tilt-up.org](http://www.tilt-up.org).
  193. TCNA - Tile Council of North America, Inc.; [www.tileusa.com](http://www.tileusa.com).
  194. TEMA - Tubular Exchanger Manufacturers Association, Inc.; [www.tema.org](http://www.tema.org).
  195. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); [www.tiaonline.org](http://www.tiaonline.org).
  196. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
  197. TMS - The Masonry Society; [www.masonrysociety.org](http://www.masonrysociety.org).
  198. TPI - Truss Plate Institute; [www.tpinst.org](http://www.tpinst.org).
  199. TPI - Turfgrass Producers International; [www.turfgrassod.org](http://www.turfgrassod.org).
  200. TRI - Tile Roofing Institute; [www.tilerooting.org](http://www.tilerooting.org).
  201. UL - Underwriters Laboratories Inc.; [www.ul.com](http://www.ul.com).
  202. UNI - Uni-Bell PVC Pipe Association; [www.uni-bell.org](http://www.uni-bell.org).
  203. USAV - USA Volleyball; [www.usavolleyball.org](http://www.usavolleyball.org).
  204. USGBC - U.S. Green Building Council; [www.usgbc.org](http://www.usgbc.org).
  205. USITT - United States Institute for Theatre Technology, Inc.; [www.usitt.org](http://www.usitt.org).
  206. WA - Wallcoverings Association; [www.wallcoverings.org](http://www.wallcoverings.org).
  207. WCLIB - West Coast Lumber Inspection Bureau; [www.wclib.org](http://www.wclib.org).
  208. WCMA - Window Covering Manufacturers Association; [www.wcmanet.org](http://www.wcmanet.org).
  209. WDMA - Window & Door Manufacturers Association; [www.wdma.com](http://www.wdma.com).
  210. WI - Woodwork Institute; [www.wicnet.org](http://www.wicnet.org).
  211. WSRCA - Western States Roofing Contractors Association; [www.wsrca.com](http://www.wsrca.com).
  212. WWPA - Western Wood Products Association; <http://www.wwpa.org>.
- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
1. IAPMO - International Association of Plumbing and Mechanical Officials; [www.iapmo.org](http://www.iapmo.org).
  2. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
  3. ICC-ES - ICC Evaluation Service, LLC; [www.icc-es.org](http://www.icc-es.org).
- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
1. COE - Army Corps of Engineers; [www.usace.army.mil](http://www.usace.army.mil).
  2. CPSC - Consumer Product Safety Commission; [www.cpsc.gov](http://www.cpsc.gov).
  3. DOC - Department of Commerce; National Institute of Standards and Technology; [www.nist.gov](http://www.nist.gov).
  4. DOD - Department of Defense; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
  5. DOE - Department of Energy; [www.energy.gov](http://www.energy.gov).
  6. EPA - Environmental Protection Agency; [www.epa.gov](http://www.epa.gov).
  7. FAA - Federal Aviation Administration; [www.faa.gov](http://www.faa.gov).
  8. FG - Federal Government Publications; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).
  9. GSA - General Services Administration; [www.gsa.gov](http://www.gsa.gov).
  10. HUD - Department of Housing and Urban Development; [www.hud.gov](http://www.hud.gov).
  11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; [www.eetd.lbl.gov](http://www.eetd.lbl.gov).
  12. OSHA - Occupational Safety & Health Administration; [www.osha.gov](http://www.osha.gov).

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13. SD - Department of State; [www.state.gov](http://www.state.gov).
  14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; [www.trb.org](http://www.trb.org).
  15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; [www.ars.usda.gov](http://www.ars.usda.gov).
  16. USDA - Department of Agriculture; Rural Utilities Service; [www.usda.gov](http://www.usda.gov).
  17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; [www.ojp.usdoj.gov](http://www.ojp.usdoj.gov).
  18. USP - U.S. Pharmacopeial Convention; [www.usp.org](http://www.usp.org).
  19. USPS - United States Postal Service; [www.usps.com](http://www.usps.com).
- D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CFR - Code of Federal Regulations; Available from Government Printing Office; [www.govinfo.gov](http://www.govinfo.gov).
  2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
  3. DSCC - Defense Supply Center Columbus; (See FS).
  4. FED-STD - Federal Standard; (See FS).
  5. FS - Federal Specification; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
    - a. Available from Defense Standardization Program; [www.dsp.dla.mil](http://www.dsp.dla.mil).
    - b. Available from General Services Administration; [www.gsa.gov](http://www.gsa.gov).
    - c. Available from National Institute of Building Sciences/Whole Building Design Guide; [www.wbdg.org](http://www.wbdg.org).
  6. MILSPEC - Military Specification and Standards; (See DOD).
  7. USAB - United States Access Board; [www.access-board.gov](http://www.access-board.gov).
  8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200





SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Sections:
  - 1. Section 012500 "Substitution Procedures" for requests for substitutions.
  - 2. Section 014200 "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
  - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one (1) week of receipt of a comparable product request. Architect will notify Vendor of approval or rejection of proposed comparable

product request within seven (7) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.

- a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
- b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

## 1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Vendor is given option of selecting between two (2) or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

## 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

- B. Delivery and Handling:

1. Coordinate delivery with installation time to ensure minimum holding time for items that are easily damaged or sensitive to deterioration, theft, and other losses.
2. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
3. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

- C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
5. Protect stored products from damage and liquids from freezing.

## 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Vendor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  - 3. Refer to Divisions 02 through 49. Sections for specific content requirements and particular requirements for submitting special warranties.
- C. **Warranties are to commence at Substantial Completion of each phase of this project.**
- D. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect will make selection.
  - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
  - 6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
  - 1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Vendor's convenience will not be considered.
  - 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Vendor's convenience will not be considered.
  - 3. Products:
    - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one (1) of the products listed that complies with requirements. Comparable products or substitutions for Vendor's convenience will be considered, unless otherwise indicated.
    - b. Non-Restricted List: Where Specifications include a list of names of both available manufacturers and products, provide one (1) of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

4. Manufacturers:
    - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one (1) of the manufacturers listed that complies with requirements. Comparable products or substitutions for Vendor's convenience will be considered, unless otherwise indicated.
    - b. Non-Restricted List: Where Specifications include a list of available manufacturers, provide a product by one (1) of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
  5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one (1) of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one (1) of the other named manufacturers.
- C. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Vendor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  2. Detailed, SIDE-BY-SIDE comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  3. Evidence that proposed product provides specified warranty.
  4. List of similar installations for completed projects with project names and addresses and names and addresses of Architects and Owners, if requested.
  5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Installation of the Work.
  - 2. Patching.
  - 3. Progress cleaning.
  - 4. Protection of installed construction.
  - 5. Correction of the Work.

1.3 DEFINITIONS

- A. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 QUALITY ASSURANCE

- A. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

1.5 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

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## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of utilities and construction indicated as existing are not guaranteed.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
    - a. Description of the Work.
    - b. List of detrimental conditions, including substrates.
    - c. List of unacceptable installation tolerances.
    - d. Recommended corrections.
  - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Vendor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

### 3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
  - 4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.

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- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
  - C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
  - D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
  - E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
  - F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
  - G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
    - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
    - 2. Allow for building movement, including thermal expansion and contraction.
  - H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
  - I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.4 PATCHING

- A. Patching, General: Employ skilled workers to perform patching. Proceed with patching at the earliest feasible time, and complete without delay.
- B. Protection: Protect in-place construction during patching to prevent damage.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  - 1. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
  - 2. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

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### 3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily at the end of each workday, including common areas. Empty or remove dumpsters at the end of each work week. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold waste materials more than seven (7) days during normal weather or three (3) days if the temperature is expected to rise above 80 deg F (27 deg C).
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Utilize containers intended for holding waste materials of type to be stored.
  - 4. Coordinate progress cleaning for joint-use areas where more than one (1) installer has worked.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. Waste Disposal: Do not bury or burn waste materials on-site.
- G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.6 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.



3.7 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300



SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

- 1. Substantial Completion procedures.
- 2. Final completion procedures.
- 3. Warranties.

- B. Related Sections:

- 1. Section 017300 "Execution" for progress cleaning of Project site.
- 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
- 3. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
- 4. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.

- 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
- 2. Advise Owner of pending insurance changeover requirements.
- 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- 4. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, and similar final record information.
- 5. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
- 6. Complete final cleaning requirements, including touchup painting.
- 7. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Vendor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Vendor of items, either on Vendor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

#### 1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 012900 "Payment Procedures".
  2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
  5. Secure and provide both temporary and final Certificate of Occupancy from the Building Official, meeting all local and state permit closeout requirements.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Vendor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Vendor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Vendor that are outside the limits of construction. Use **CSI Form 14.1A** or comparable form.
1. Organize list of spaces in sequential order, starting with from lowest floor to highest floor.
  2. Organize items applying to each space by major element.
  3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Vendor.
    - e. Page number.
  4. Submit list of incomplete items in the following format:
    - a. PDF electronic file. Architect will return annotated file.

#### 1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

- B. Partial Occupancy: Submit properly executed warranties within fifteen (15) days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Vendor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8½-by-11-inch paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Vendor.
  - 4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 - EXECUTION (Not Used)

END OF SECTION 017700



SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

- 1. Operation and maintenance documentation directory.
- 2. Product maintenance manuals.

- B. Related Sections:

- 1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
- 2. Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual specification sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

- 1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
- 2. Where applicable, clarify and update reviewed manual content to correspond to modifications and field conditions.

- B. Format: Submit operations and maintenance manuals in the following format:

- 1. Two (2) thumb drives. Enable review comments on draft submittals.
- 2. Two (2) paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return both copies to be given to the Owner.

- C. Initial Manual Submittal: Submit draft copy of each manual at least thirty (30) days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.

- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least fifteen (15) days before commencing demonstration and training. Architect will return copy with comments.
  - 1. Correct or modify each manual to comply with Architect's comments. Submit copies of each corrected manual within fifteen (15) days of receipt of Architect's comments and prior to commencing demonstration and training.
- E. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

#### 1.5 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
  - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  - 2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- B. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
  - 1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8½-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
    - a. If two (2) or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
  - 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
  - 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment. Enclose title pages and directories in clear plastic sleeves.
  - 4. Supplementary Text: Prepared on 8½-by-11-inch white bond paper.
  - 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
    - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.



- b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

#### 1.6 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  - 1. Title page.
  - 2. Table of contents.
  - 3. Manual contents.
- B. Title Page: Include the following information:
  - 1. Subject matter included in manual.
  - 2. Name and address of Project.
  - 3. Name and address of Owner.
  - 4. Date of submittal.
  - 5. Name and contact information for Vendor.
  - 6. Name and contact information for Architect.
  - 7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  - 8. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
  - 1. If operation or maintenance documentation requires more than one (1) volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one (1) system into a single binder.

#### 1.7 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

E. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:

- 1. Record Drawings.
- 2. Record Specifications.
- 3. Record Product Data.
- 4. Miscellaneous record submittals.

- B. Related Sections:

- 1. Section 017700 "Closeout Procedures" for general closeout procedures.
- 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
- 3. Divisions 02 through 49 Sections for specific requirements for project record documents of the Work in those Sections.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:

- 1. Number of Copies: Submit one (1) set(s) of marked-up record prints.

- B. Record Specifications: Submit one (1) paper copy of Project's Specifications, including addenda and contract modifications.

- C. Record Product Data: Submit one (1) paper copy of each submittal.

- 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one (1) set of marked-up paper copies of the Contract Drawings and Shop Drawings.

- 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data to provide information for preparation of corresponding marked-up record prints.

- a. Accurately record information in an acceptable drawing technique.
  - b. Record data as soon as possible after obtaining it.
  - c. Cross-reference record prints to corresponding archive photographic documentation.
2. Content: Types of items requiring marking include, but are not limited to, the following:
- a. Dimensional changes to Drawings.
  - b. Revisions to details shown on Drawings.
  - c. Changes made by Change Order or Construction Change Directive.
  - d. Changes made following Architect's written orders.
  - e. Details not on the original Contract Drawings.
  - f. Field records for variable and concealed conditions.
  - g. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Format: Paper copy.
  3. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.
    - e. Name of Vendor.

## 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  2. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  3. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
  4. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as paper copy.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as paper copy.
  - 1. Include record Product Data directory organized by specification section number and title, electronically linked to each item of record Product Data.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one (1) copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839



SECTION 120000 - MOVEABLE FURNITURE AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section however this Section supersedes that of any similar clause in Division 01.

1.2 SUMMARY

- A. Section Includes:

- 1. Moveable furniture and equipment.

1.3 COORDINATION

- A. Coordinate the work with location and placement of utilities. Coordinate characteristics of utilities with requirements of instructional equipment.
- B. Pre-construction Meeting: Prior to the delivery of any furniture/equipment to the site, the Vendor(s) must convene, attend, and document a pre-construction meeting with the Architect, and General Contractor personnel to determine the delivery and installation coordination requirements and the expectations for the furnishing of the project. The meeting must produce a comprehensive, cooperatively produced schedule for the Vendor's operations during the course of the installation work. Refer to Section 013100 "Project Management and Coordination".

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Staging Area: A staging area will be made available to all vendors for use as a temporary staging area for deliveries. This area is NOT intended to be used as a storage area for an entire delivery. These spaces will be shared equally among all vendors as assigned and managed by the General Contractor. Vendors will be required to move items from said staging area to intended location at no additional cost. Additional staging areas may be identified by the General Contractor at the time of delivery but should not be assumed available unless directed otherwise.
- B. Delivery:
  - 1. Vendors will need to provide their own vehicle lift gate for any deliveries. Vendors will need to provide their own pallet jacks and/or dollies etc. for transport of furniture from trucks, to staging, and to final install locations.
  - 2. All deliveries shall be scheduled between 7:00am-3:30pm, Monday – Friday and must be coordinated with the General Contractor at least thirty (30) days prior to installation. Failure to coordinate could result in a delayed or refused delivery at the vendors' expense.
  - 3. Any damages to the building or site finishes as a result of the FF&E delivery shall be the responsibility of the Vendor.
  - 4. Vendor is responsible to provide temporary furniture at their own expense in the event they are not able to meet the General Contractor's delivery schedule or if items arrive

damaged and require replacement. Provision will be at the discretion of the Owner based on quantity.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. In order to meet the needs of persons with disabilities, when applicable, all items shall comply with the current Connecticut basic building code including 2003 ICC/ANSI A117.1, Section 504 Rehabilitation Act 1973 including the Uniform Federal Accessibility Standards (UFAS) and 504 regulations, and the Americans with Disabilities Act Title II including Americans with Disabilities Act accessibility guidelines (ADAAG) and ADA regulations.
- B. Accessible knee clearances shall be a minimum of 30 inches wide, 27 inches high (24 inches child) and 19 inches deep.
- C. Compliance with current Connecticut fire safety code and current O.S.H.A. - Title 29/labor is also required when applicable.

### 2.2 MOVEABLE FURNITURE AND EQUIPMENT

- A. See attached data sheets for moveable furniture and equipment.

## PART 3 - EXECUTION

### 3.1 EXAMINATION AND INSTALLATION

- A. Examine furniture and equipment before installation and proceed with installation only after unsatisfactory conditions have been corrected.
  - 1. Vendor must provide to the General Contractor and Architect a course of action regarding any damaged product replacement within three (3) days of acknowledgement/notification.
- B. All prices are to include freight, set up, and clean up.
- C. To ensure proper attachment of fixtures, furnishings, and equipment items, where "items" are attached to wall, ceiling, overhead structure, and/or floor, Vendor shall provide information adequate for Architect to verify items attached to wall, ceiling, and/or floor are attached securely and per manufacturer's recommendations. Architect's review may be implemented during submittal process. Vendor shall provide struts, hangers, fasteners, safety harnesses, channels, bolts, screws, rods, etc. to securely attach items to existing structure as required to meet field conditions and meet applicable codes.

### 3.2 CLEANING

- A. Trash Removal: Vendors are responsible for removing all trash and/or packing materials from the job site at the end of each day. Use of the Owner's or General Contractor's dumpsters is not permitted.
- B. Final Cleaning: At the completion of installation, Vendors are required to clean all surfaces and rooms of any debris including vacuuming, sweeping, and a wet mopping of the floor as well as a wipe down of any horizontal surfaces. Final cleaning of spaces must be performed in a phased



manner to align with the FF&E delivery schedule and must be completed within the scheduled duration for the FF&E activities.

3.3 PROTECTION

- A. Special Protection: All Vendors delivering and installing furniture, fixtures, or equipment by use of any wheeled equipment (ex. hand trucks, pallet jacks, etc.) are required to provide protection for floors, walls, doors, and hardware as required. Any damages to the building or finishes as a result of the FF&E installation shall be the responsibility of the Vendor.

END OF SECTION 120000



**CODE** A01 **Total QTY:** 1  
**ITEM:** Affinity Rectangular Desk  
**MANUFACTURER:**  
**MODEL:** DAA3048  
**FINISHES:** HPL-Formica Formal Walnut (5782-Ng) (Wksf Laminate)  
 Formica Formal Walnut (5782-Ng) (Casegood (Shell) Laminate)  
**DIMENSIONS:** Size: 30"W x 48"L x 30" H  
**DESCRIPTION:** DAA3048 / Affinity Rectangular Desk Shell 30x48

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

<b>QUANTITY:</b>	<b>Code</b>	<b>A01</b>	
		<b>Room Number</b>	<b>Quantity</b>
		113	1
		<b>SUB TOTAL</b>	<b>1</b>

**CODE** A02  
**ITEM:** Box/File Mobile  
**MANUFACTURER:** Apex  
**MODEL:** A2MP24BFE  
**FINISHES:** Finish/color to match adjacent desk

**Total QTY:** 1

**DIMENSIONS:**

**DESCRIPTION:** A2MP24BFE / Apex 24"D Box File Mobile Pedestal (Full Extension Box, Full Extension File)

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

**QUANTITY:**

<b>Code</b>	<b>A02</b>	
	<b>Room Number</b>	<b>Quantity</b>
	113	1
	<b>SUB TOTAL</b>	<b>1</b>

**CODE** A03 **Total QTY:** 2  
**ITEM:** Box/Box/ File  
**MANUFACTURER:** JSI  
**MODEL:** VST1620MP  
**FINISHES:** HPL\_Designer White (Vision Chassis Laminate Color),Prospect Pull (Pulls-Hardware Finish\_PH1),Arctic Silver (Propect Hardware Finish)  
**DIMENSIONS:** 20d x 16w x 28h  
**DESCRIPTION:** Vision-Box/Box/File Mobile Pedestal- reception, lockable

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

**QUANTITY:**

Code	A03	
	Room Number	Quantity
	137	2
	<b>SUB TOTAL</b>	<b>2</b>

**CODE** A04 **Total QTY:** 4  
**ITEM:** Box/Box/ File  
**MANUFACTURER:** JSI  
**MODEL:** VST1620MP  
**FINISHES:** HPL\_Pinnacle Walnut (Vision Chassis Laminate Color),Arctic Silver (Propect Hardware Finish)  
 Yes Locking (Locking)  
**DIMENSIONS:** 20d x 16w x 28h  
**DESCRIPTION:** Vision-Box/Box/File Mobile Pedestal, Lockable

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

**QUANTITY:**

Code	A04	
	Room Number	Quantity
	134	1
	135	2
	136	1
	<b>SUB TOTAL</b>	<b>4</b>

**CODE** A05  
**ITEM:** Box/Box/ File  
**MANUFACTURER:** JSI  
**MODEL:** VST1620MP  
**FINISHES:** HPL\_Bridal Blanco (Vision Drawer Laminate Color)  
 Prospect Pull (Pulls-Hardware Finish\_PH1)  
**DIMENSIONS:** 20d x 16w x 28h  
**DESCRIPTION:** Vision-Box/Box/File Mobile Pedestal, Lockable

**Total QTY:** 3

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

**QUANTITY:**

Code	A05	
	Room Number	Quantity
	138	1
	140	2
	<b>SUB TOTAL</b>	<b>3</b>

**CODE** A06 **Total QTY:** 1  
**ITEM:** Credenza  
**MANUFACTURER:** JSI  
**MODEL:** VST2048LFC  
**FINISHES:** HPL\_Pinnacle Walnut (Vision Laminate Worksurface Color),Arctic Silver (Propect Hardware Finish),Prospect Pull (Pulls-Hardware Finish\_PH1)  
**DIMENSIONS:** 20' d X x 48" L x 30" H  
**DESCRIPTION:** Vision-Special Size 20x48, Lockable & Eased Edge

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

<b>QUANTITY:</b>	<b>Code</b>	<b>A06</b>	
	<b>Room Number</b>		<b>Quantity</b>
		134	1
	<b>SUB TOTAL</b>		<b>1</b>

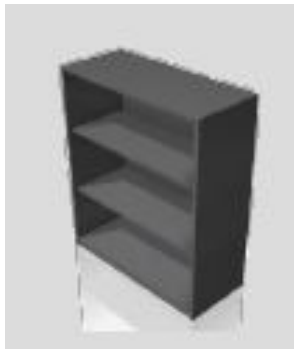


**CODE** A07  
**ITEM:** Bookcase  
**MANUFACTURER:** JSI  
**MODEL:** VST3642BC  
**FINISHES:** HPL\_Pinnacle Walnut (Vision Laminate Color)  
  
**DIMENSIONS:** 15-1/2d x 36w x 42h  
**DESCRIPTION:** 3-Shelf Bookcase

**Total QTY:** 1

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

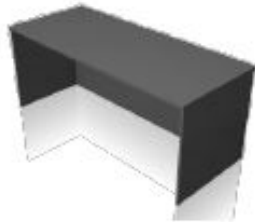
**QUANTITY:**

Code	A07	
Room Number		Quantity
134		1
<b>SUB TOTAL</b>		<b>1</b>

**CODE** A08 **Total QTY:** 3  
**ITEM:** Desk  
**MANUFACTURER:** JSI  
**MODEL:** VST3072SHDF  
**FINISHES:** HPL\_Pinacle Walnut Worksurface Color (Vision Laminate Worksurface Color) & Arctic Silver (Grommet Color)  
**DIMENSIONS:** 30"d x 72"L x 30"H  
**DESCRIPTION:** Vision-Shell Desk w/Recessed Modesty, eased edge, Center Grommet Location w/finished grommet cap( arctic silver)

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

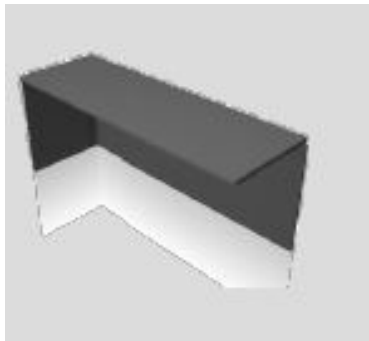
**QUANTITY:**

Code	A08	
	Room Number	Quantity
	134	1
	135	1
	136	1
	<b>SUB TOTAL</b>	<b>3</b>

**CODE** A09 **Total QTY:** 1  
**ITEM:** Desk Return-left  
**MANUFACTURER:** JSI  
**MODEL:** VST2472LSHR  
**FINISHES:** HPL\_Pinacle Walnut Worksurface Color (Vision Laminate Worksurface Color) & Arctic Silver (Grommet Color)  
**DIMENSIONS:** 24"d x 72"L x 30"H  
**DESCRIPTION:** Vision-Shell Return, eased edge, Center Grommet Location w/ finished grommet cap ( arctic silver)

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

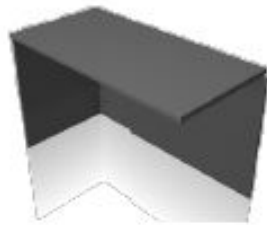
**QUANTITY:**

Code	A09	
Room Number		Quantity
134		1
<b>SUB TOTAL</b>		<b>1</b>

**CODE** A10 **Total QTY:** 1  
**ITEM:** Desk return- left  
**MANUFACTURER:** JSI  
**MODEL:** VST2448LSHR  
**FINISHES:** HPL\_Pinacle Walnut Worksurface Color (Vision Laminate Worksurface Color) & Arctic Silver (Grommet Color)  
**DIMENSIONS:** 24"d x 48"L x 30"H  
**DESCRIPTION:** Vision-Shell Return, Left, eased edge, Center Grommet Location ( arctic silver) with finished grommet cap

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

**QUANTITY:**

Code	A10	
Room Number		Quantity
136		1
<b>SUB TOTAL</b>		<b>1</b>

**CODE** AA01 **Total QTY:** 1  
**ITEM:** Conference Table  
**MANUFACTURER:** JSI  
**MODEL:** NAT42120-30TTPB/EC36  
**FINISHES:** HPL\_Eased Edge (Edge and Top Material)  
 Fawn (Top Color)  
**DIMENSIONS:** Table:42d x 120w x 29      Power unit: 2 1/2d x 12 1/2w x 3 1/4h  
**DESCRIPTION:** Native Rectangular Table with Panel Base-w/ native cove power unit-Option- 1735)  
 1 Cut Out (Cut Outs for 120-240)

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

**QUANTITY:**

Code	AA01	
Room Number		Quantity
114		1
<b>SUB TOTAL</b>		<b>1</b>

**CODE** AA02 **Total QTY:** 1  
**ITEM:** Credenza  
**MANUFACTURER:** JSI  
**MODEL:** VST2072BSC  
**FINISHES:** HPL\_Fawn Worksurface Color (Vision Laminate Worksurface Color), Bar Pull (Pulls-Hardware Finish\_PH1), Polished Nickel Hardware Color Scheme (Hardware Finish), Yes Chassis Grommets  
**DIMENSIONS:** 20d x 72w  
**DESCRIPTION:** Vision Buffet Credenza, Eased Edge (Vision Edge)

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

**QUANTITY:**

Code	Room Number	Quantity
AA02	114	1
<b>SUB TOTAL</b>		<b>1</b>

**CODE** AA03 **Total QTY:** 5  
**ITEM:** Table & Base  
**MANUFACTURER:** Enwork  
**MODEL:** CR3636/LDFB  
**FINISHES:** High pressured Laminate Top:3Mm Formica Formal Walnut (5782-Ng) (Laminates) Edge (Edge)  
 BASE: Black (Paint Finish)  
**DIMENSIONS:** 36"D x 36"W x 30"H  
**DESCRIPTION:** Rectangle Top 36"D x 36"W, 1-piece w matching edge band/Disc Base (23" diameter) for 30"-36"square top.

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

<b>QUANTITY:</b>	<b>Code</b>	<b>AA03</b>	
	<b>Room Number</b>		<b>Quantity</b>
		116	5
	<b>SUB TOTAL</b>		<b>5</b>

**CODE** AA04 **Total QTY:** 15  
**ITEM:** Large Round Tables  
**MANUFACTURER:** Custom  
**MODEL:**  
**FINISHES:** HPL\_Formica Formal Walnut  
**DIMENSIONS:** 6' Diam.  
**DESCRIPTION:** Round Laminate solid Table w/ folding legs. 3mm pvc edge to match laminate/protective glides on bottom of base legs. (Qty. includes client's request for 3 additional tables)

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

<b>QUANTITY:</b>	<b>Code</b>	<b>AA04</b>	
	<b>Room Number</b>		<b>Quantity</b>
		126/127	15
	<b>SUB TOTAL</b>		15



**CODE** B01 **Total QTY:** 12  
**ITEM:** Zori T-Leg Flip Table  
**MANUFACTURER:** Enwork  
**MODEL:** Table: CR3696 Leg base: ENS-CYRSNT3672  
**FINISHES:** High pressured Laminate Table Top:Formica Formal Walnut, 3Mm Edge (Edge)  
 No Cable Management (Cable Management)  
**DIMENSIONS:** Table:36"D x 96"Lx 30"H  
**DESCRIPTION:** CR3696 / Rectangle Top 36"D x 96"W, 1-piece ENS-CYRSNT3672 / Zori T-Leg Flip Table for 36"D x 96"W Top

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

**QUANTITY:**

Code	B01	
	Room Number	Quantity
	104	2
	113	2
	117	4
	126/127	4
	<b>SUB TOTAL</b>	<b>12</b>

**CODE** C01 **Total QTY:** 2  
**ITEM:** Bench Cushion  
**MANUFACTURER:**  
**MODEL:**  
**FINISHES:** Verify w/ owner regarding fabric: Momentum,smart soft,bisque,crypton finish  
**DIMENSIONS:** 2" thick x 18" deep x 84" wide\_ Verify in field!!  
**DESCRIPTION:** Bench Cushion including fabric, Using Commercial grade foam,Cushion to be Boxed, zippered, and top stitched.

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

<b>QUANTITY:</b>	<b>Code</b>	<b>C01</b>	
		<b>Room Number</b>	<b>Quantity</b>
		101	2
		<b>SUB TOTAL</b>	<b>2</b>

**CODE** C02 **Total QTY:** 2  
**ITEM:** Bench Cushion  
**MANUFACTURER:**  
**MODEL:**  
**FINISHES:** Verify w/ owner regarding fabric: Momentum, smart soft,bisque,crypton finish  
**DIMENSIONS:** 2" thick x 18" deep x 68- Verify in field!!  
**DESCRIPTION:** Bench Cushion including fabric,Using Commercial grade foam,Cushion to be Boxed, zippered, and top stitched.

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

<b>QUANTITY:</b>	<b>Code</b>	<b>C02</b>	
		<b>Room Number</b>	<b>Quantity</b>
		129	2
		<b>SUB TOTAL</b>	<b>2</b>

**CODE** D01  
**ITEM:** Cocktail Table  
**MANUFACTURER:** Cabot Wren  
**MODEL:** LS363616  
**FINISHES:** Wood:  
Britany Smoke  
**DIMENSIONS:** 36"W x 36"D x 16"H  
**DESCRIPTION:** Lumos ARC Square Cocktail

**Total QTY:** 1

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

<b>Code</b>	<b>D01</b>	
	<b>Room Number</b>	<b>Quantity</b>
	115	1
	<b>SUB TOTAL</b>	<b>1</b>

**CODE** D02  
**ITEM:** Side Table  
**MANUFACTURER:** Cabot Wren  
**MODEL:** SDT202021C  
**FINISHES:** Wood:  
 Britany Smoke Solid Surface Top: white  
**DIMENSIONS:** 20"W x 20"D x 21"H  
**DESCRIPTION:** Stand Round End Table,

**Total QTY:** 3

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

<b>QUANTITY:</b>	<b>Code</b>	<b>D02</b>	
		<b>Room Number</b>	<b>Quantity</b>
		115	3
		<b>SUB TOTAL</b>	<b>3</b>

**CODE** E01 **Total QTY:** 34  
**ITEM:** Knox Armless Stack Chair  
**MANUFACTURER:** JSI  
**MODEL:** KN3003PU  
**FINISHES:** Seat Vinyl Material:Momentum Fabric (Grade C Fabric Manufacturer Selection)  
 Canter Epu (Momentum Grade C Fabrics)  
**DIMENSIONS:**  
**DESCRIPTION:** KN3003PU / Knox Armless Stack Chair - Plastic Back/Uph. Seat/Nylon Arm

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

**QUANTITY:**

Code	E01	
	Room Number	Quantity
	104	8
	113	8
	117	18
	<b>SUB TOTAL</b>	<b>34</b>

**CODE** E02 **Total QTY:** 22  
**ITEM:** Knox Stackable Armchair  
**MANUFACTURER:** JSI  
**MODEL:** KN3001PUF  
**FINISHES:** Seat Vinyl Material:Momentum Fabric (Grade C Fabric Manufacturer Selection)  
 Canter Epu (Momentum Grade C Fabrics)  
**DIMENSIONS:**  
**DESCRIPTION:** KN3003PUF / Knox Flared Arm Stack Chair - Plastic Back/Uph. Seat

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

**QUANTITY:**

Code	E02	
	Room Number	Quantity
	104	8
	113	8
	117	6
	<b>SUB TOTAL</b>	<b>22</b>

**CODE** E03  
**ITEM:** Knox Armless Chair- Plastic Only  
**MANUFACTURER:** JSI  
**MODEL:** KN3003PP-3  
**FINISHES:** Salty Blue (Plastic Colors (PC1))  
 Arctic Silver (Metal Frame Color (MF13))  
**DIMENSIONS:** 21 1/4d x 21 1/4w x 32h  
**DESCRIPTION:** Knox Armless Stack Chair -Set of 3 (packaged)-All Plastic

**Total QTY:** 25

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

<b>QUANTITY:</b>	<b>Code</b>	<b>E03</b>	
	<b>Room Number</b>		<b>Quantity</b>
		108	25
	<b>SUB TOTAL</b>		25



**CODE** E04 **Total QTY:** 10  
**ITEM:** Eighty- Two task chair  
**MANUFACTURER:** Allseating  
**MODEL:** 73082-T1  
**FINISHES:** Black (FRAME FINISH)M11 Mesh In New Wave (BACK MESH OPTIONS)Allseating: Oasis (GRADE 1 FABRIC SELECTION)  
**DIMENSIONS:**  
**DESCRIPTION:** 73082-T1 / Eighty Two, Mesh Back, Midback, Basic Synchro Tilt, T1 Arm

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

**QUANTITY:**

Code	E04	
	Room Number	Quantity
	113	1
	135	1
	136	1
	137	2
	138	1
	140	4
	<b>SUB TOTAL</b>	<b>10</b>

**CODE** E05 **Total QTY:** 12  
**ITEM:** Conference Task chairs  
**MANUFACTURER:** JSI  
**MODEL:** AW6000C  
**FINISHES:** Stinson Fabric (Grade F Fabric Manufacturer Selection)  
 Honeycomb Shag Color: 66406 Champion Base: Silver/Metal base w/ black caster  
**DIMENSIONS:** 28d x 26w x 32h  
**DESCRIPTION:** Arwyn Swivel Guest Chair with 5 Star Base

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

<b>QUANTITY:</b>	<b>Code</b>	<b>E05</b>	
	<b>Room Number</b>		<b>Quantity</b>
		114	12
	<b>SUB TOTAL</b>		12

**CODE** E06 **Total QTY:** 1  
**ITEM:** Lounge Task Chair  
**MANUFACTURER:** JSI  
**MODEL:** MA1530K  
**FINISHES:** Whisper Neo) spradling Grade C fabric) Color: Cappuccino Wood Finish: pinnacle walnut & antique brass trim nails  
**DIMENSIONS:** D: 25" W:26-1/2" H:44"  
**DESCRIPTION:** Madison Exec Swivel, Plain Seat w/Tufted Back & Trim Nails , wood base standard, black casters

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

**QUANTITY:**

Code	E06	
	Room Number	Quantity
	115	1
	<b>SUB TOTAL</b>	<b>1</b>

**CODE** E07  
**ITEM:** Armchair  
**MANUFACTURER:** Sandler  
**MODEL:**

**Total QTY:** 44

**FINISHES:** Grade 2 Seat: Spectrum Vinyl-Navy (Sandler Uk Supplied) Remaining Chair: Richloom Boman Sandler seating wood finish: #24A, walnut finish

**DIMENSIONS:** Overall:36.6"H, 23.4" W, 20.2" D

**DESCRIPTION:** Armchair with High Back for indoor use. Aluminum Woodlook frame with seat upholstered/WOODLOOK 2.2

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

**QUANTITY:**

Code	E07	
	Room Number	Quantity
	116	20
	126/127	24
	<b>SUB TOTAL</b>	<b>44</b>

**CODE** E08 **Total QTY:** 96  
**ITEM:** Armless  
**MANUFACTURER:** Sandler  
**MODEL:**  
**FINISHES:** Seat only: Grade 2 Spectrum Vinyl-Navy (Sandler Uk Supplied) Remaining chair:  
 Rich loom Boman Blue Sandler seating wood finish: #24A, walnut finish  
**DIMENSIONS:** Overall:36.6"H, 19"-3" W, 21.7" D  
**DESCRIPTION:** Armless Chair with High Back for indoor use. Aluminum  
 Woodlook frame with seat and back upholstered -WOODLOOK 1.2

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

<b>QUANTITY:</b>	<b>Code</b>	<b>E08</b>	
	<b>Room Number</b>		<b>Quantity</b>
		126/127	96
		<b>SUB TOTAL</b>	96

**CODE** E09 **Total QTY:** 6  
**ITEM:** Guest Chair  
**MANUFACTURER:** JSI  
**MODEL:** RI2571  
**FINISHES:** Seat: Architex Percheron In Bay,Back: (Com fabric) Remaining Chair: Wolf Gordon Erba In Voyage  
 Wood Finish: Pinnacle Walnut  
**DIMENSIONS:** Overall size: 25" D x 22'-1/2W x 31-1/2"H Arm height: 25-1/2"  
**DESCRIPTION:** Ria Guest Chair,Upholstered Seat & Back,Rubber Cushion Metal Glides (Standard) (Glides)

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

**QUANTITY:**

Code	E09	
	Room Number	Quantity
	134	2
	135	2
	136	2
	<b>SUB TOTAL</b>	<b>6</b>

<b>CODE</b>	E10	<b>Total QTY:</b>	<u>1</u>
<b>ITEM:</b>	Task Chair		
<b>MANUFACTURER:</b>	Allseating		
<b>MODEL:</b>	79189-T2		
<b>FINISHES:</b>	Allseating: Oasis (GRADE 1 FABRIC SELECTION) Bay (OASIS COLOR SELECTION)		
<b>DIMENSIONS:</b>	38.75" - 43" H   28.5" W   28.5" D		
<b>DESCRIPTION:</b>	Inertia Upholstered Back, Task, Highback, Basic Synchro Tilt, Task 2		

**KNEE CLEARANCE:**

**IMAGE:**

**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

<b>QUANTITY:</b>	<b>Code</b>	<b>E10</b>	
	<b>Room Number</b>		<b>Quantity</b>
	134		1
	<b>SUB TOTAL</b>		<b>1</b>

**CODE:** G01  
**ITEM:** Elliptical  
**MANUFACTURER:** Precor  
**MODEL:** EFX635  
**FINISHES:** Color: Black pearl  
  
**DIMENSIONS:** Dimensions (L x W x H): 82 x 30 x 68 i  
**DESCRIPTION:** Elliptical - P31 Console

**Total QTY:** 1

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

<b>QUANTITY:</b>	<b>Code</b>	<b>G01</b>	
	<b>Room Number</b>		<b>Quantity</b>
		107	1
	<b>SUB TOTAL</b>		<b>1</b>



**CODE** G02  
**ITEM:** Upper Body Ergometer  
**MANUFACTURER:** Scifit  
**MODEL:**  
**FINISHES:** Color: Charcoal  
**DIMENSIONS:** 61" L x 30" W x 62" H  
**DESCRIPTION:** Upper Body Ergometer - Premium Seat

**Total QTY:** 1

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

<b>QUANTITY:</b>	<b>Code</b>	<b>G02</b>	
	<b>Room Number</b>		<b>Quantity</b>
		107	1
	<b>SUB TOTAL</b>		<b>1</b>

**CODE** G03  
**ITEM:** Cyber Cycle Upright  
**MANUFACTURER:** Cbyer Cycle  
**MODEL:**  
**FINISHES:**

**Total QTY:** 1

**DIMENSIONS:** 47" L x 24"w x62"H

**DESCRIPTION:** Cyber Cycle Upright,Industry leading 26.5" Touchscreen  
● Full 1080p resolution (1920 x 1080)  
● Intel I5 Processor  
● nVidia HD Graphics

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

**QUANTITY:**

Code	G03	
	Room Number	Quantity
	107	1
	<b>SUB TOTAL</b>	<b>1</b>

**CODE:** G04  
**ITEM:** Treadmill  
**MANUFACTURER:** Precor  
**MODEL:** TRM631  
**FINISHES:** Color: Black pearl  
  
**DIMENSIONS:** Dimensions (L x W x H): 83 x 35 x 62 in  
**DESCRIPTION:** Treadmill - P31 Console

**Total QTY:** 2

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

<b>QUANTITY:</b>	<b>Code</b>	<b>G04</b>	
	<b>Room Number</b>		<b>Quantity</b>
		107	2
	<b>SUB TOTAL</b>		2

**CODE** G05  
**ITEM:** Upright cycle/Stationary Bike  
**MANUFACTURER:** Precor  
**MODEL:** UBK635  
**FINISHES:** Color: Black pearl

**Total QTY:** 1

**DIMENSIONS:**  
**DESCRIPTION:** Upright Cycle - P31 Console

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

<b>QUANTITY:</b>	<b>Code</b>	<b>G05</b>	
	<b>Room Number</b>		<b>Quantity</b>
		107	1
	<b>SUB TOTAL</b>		1

**CODE** G06  
**ITEM:** Recumbent Stepper  
**MANUFACTURER:** Nustep T-5  
**MODEL:**  
**FINISHES:**  
**DIMENSIONS:**  
**DESCRIPTION:** T-5 Recumbent Stepper

**Total QTY:** 2

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

<b>QUANTITY:</b>	<b>Code</b>	<b>G06</b>	
	<b>Room Number</b>		<b>Quantity</b>
		107	2
		<b>SUB TOTAL</b>	<b>2</b>

**CODE** G07  
**ITEM:** Recumbent Cycle  
**MANUFACTURER:** Precor  
**MODEL:** RBK635  
**FINISHES:**

**Total QTY:** 1

**DIMENSIONS:** Dimensions (L x W x H): 43 x 21 x 57 in  
**DESCRIPTION:** Recumbent Cycle - P31 Console

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

**QUANTITY:**

Code	G07	
	Room Number	Quantity
	107	1
	<b>SUB TOTAL</b>	<b>1</b>

**CODE:** G08  
**ITEM:** Flat/Incline/Decline Bench  
**MANUFACTURER:** Precor  
**MODEL:** VBR6117  
**FINISHES:** Color: Black pearl  
  
**DIMENSIONS:** 55" Lx 29.5"Wx 18"H  
**DESCRIPTION:** Flat/Incline/Decline Bench

**Total QTY:** 1

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

<b>QUANTITY:</b>	<b>Code</b>	<b>G08</b>	
	<b>Room Number</b>		<b>Quantity</b>
		107	1
		<b>SUB TOTAL</b>	<b>1</b>

**CODE** G09

**Total QTY:** 1

**ITEM:**

**MANUFACTURER:** Precor& SDR

**MODEL:** VBR6804

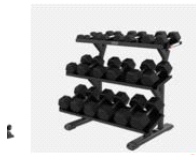
**FINISHES:** Color: Black pearl

**DIMENSIONS:**

**DESCRIPTION:** 3 Tier Tray Style Dumbbell Rack/Rubber Hex Dumbbells 3,5,8,10,12,15,20,25/30lb dumbbells (pairs) (256lb)

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

**QUANTITY:**

<b>Code</b>	<b>G09</b>	
	<b>Room Number</b>	<b>Quantity</b>
	107	1
	<b>SUB TOTAL</b>	<b>1</b>



**CODE** G10  
**ITEM:** Pro Club Line Flat Bench  
**MANUFACTURER:** Body Solid  
**MODEL:** SFB125  
**FINISHES:**  
  
**DIMENSIONS:** LxWxH  
**DESCRIPTION:** Pro Club Line Flat Bench

**Total QTY:** 1

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

<b>QUANTITY:</b>	<b>Code</b>	<b>G10</b>	
		<b>Room Number</b>	<b>Quantity</b>
		107	1
		<b>SUB TOTAL</b>	<b>1</b>

**CODE** H01  
**ITEM:** Flux Lockers  
**MANUFACTURER:** JSI  
**MODEL:** FLT1818-69FLK-J3DL  
**FINISHES:** Arctic Silver (Metal Finishes)  
 Prism Pull (Pull/Lock (3))  
**DIMENSIONS:** 18d x 18w x 69h

**Total QTY:** 6

**DESCRIPTION:** Flux 69”h Triple Locker Left - Storage Cabinet- 18d x 18w x 69h ( qty of 4 cubbies= 1 column of Lockers) Adhered to wall for safety feature( Confirm w/ owner before install)Include Flux Locker Number Plate- 0.0625d x 1w x 1h/One Finished top for lockers

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

**QUANTITY:**

Code	H01	
	Room Number	Quantity
	107	3
	108	3
	<b>SUB TOTAL</b>	<b>6</b>

**CODE** H02 **Total QTY:** 2  
**ITEM:** Bench & Cushion  
**MANUFACTURER:** JSI  
**MODEL:** CUTOM-FLT/VSB1836CUSH  
**FINISHES:** Momentum Fabric (Grade C Fabric Manufacturer Selection)  
 Canter Epu, Vinyl  
**DIMENSIONS:** 18" D x 36" W  
**DESCRIPTION:** Custom Flux Laminate Unit, 2 Open Cubbies side by side below a single cushion top

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:**

**QUANTITY:**

Code	H02	
	Room Number	Quantity
	107	1
	108	1
	<b>SUB TOTAL</b>	<b>2</b>

**CODE** N01  
**ITEM:** Art Equipment  
**MANUFACTURER:** AS HANGING Display System  
**MODEL:**  
**FINISHES:**

**Total QTY:** 8

**DIMENSIONS:** Track Length : 72 in (6 ft)

**DESCRIPTION:** All-in-One Classic Wall Cable Hanging Kit, Silver and Stainless Steel Hanging Wire, [http://www.ashanging.com/en\\_us/all-in-one-classic-wall-cablehanging-kit](http://www.ashanging.com/en_us/all-in-one-classic-wall-cablehanging-kit) ( Install right below ceiling)

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

**QUANTITY:**

<b>Code</b>	<b>N01</b>	
	<b>Room Number</b>	<b>Quantity</b>
	102	5
	130	3
	<b>SUB TOTAL</b>	<b>8</b>

**CODE** O01 **Total QTY:** 1  
**ITEM:** Lounge Sofa  
**MANUFACTURER:** Cabot Wren  
**MODEL:** 5831-3  
**FINISHES:** Gr J Fabric: Momentum Smart Soft Antique In Bisque Wood:  
 Brittany Smoke  
**DIMENSIONS:** W: 84.50 in D: 39.75 in H: 38.00 in Arm H: 24.50 in  
**DESCRIPTION:** Ricki Sofa:W: 84.50 in D: 39.75 in H: 38.00 in Arm H: 24.50 in

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

**QUANTITY:**

Code	Room Number	Quantity
O01	115	1
<b>SUB TOTAL</b>		<b>1</b>

**CODE** O01.1

**Total QTY:** 2

**ITEM:** Pillows

**MANUFACTURER:**

**MODEL:** PW1818P

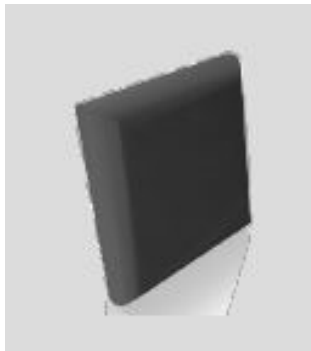
**FINISHES:** MFG: Stinson Color: handwork/Stella 64952

**DIMENSIONS:** 18"L x 18"W

**DESCRIPTION:** Decorative Pillows

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

**QUANTITY:**

<b>Code</b>	<b>O01.1</b>	
	<b>Room Number</b>	<b>Quantity</b>
	115	2
	<b>SUB TOTAL</b>	<b>2</b>

**CODE** O01.2

**Total QTY:** 2

**ITEM:** Pillows

**MANUFACTURER:**

**MODEL:** PW1818P

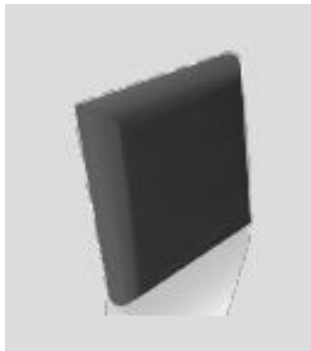
**FINISHES:** MFG: Stinson Color: Elgin Number: 66234

**DIMENSIONS:** 18"L x 18"W

**DESCRIPTION:** Decorative Pillows

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

**QUANTITY:**

<b>Code</b>	<b>O01.2</b>	
	<b>Room Number</b>	<b>Quantity</b>
	115	2
	<b>SUB TOTAL</b>	<b>2</b>

**CODE** O02  
**ITEM:** Lounge Chair  
**MANUFACTURER:** Cabot Wren  
**MODEL:** 6140-1  
**FINISHES:** SEAT ONLY vinyl:Architex- Percheron Bay Remaining:  
 Architex -Purevogue Limestone  
**DIMENSIONS:** W: 28.50 in  
**DESCRIPTION:** Loyola Low Back Chair

**Total QTY:** 4

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

<b>QUANTITY:</b>	<b>Code</b>	<b>O02</b>	
		<b>Room Number</b>	<b>Quantity</b>
		115	4
		<b>SUB TOTAL</b>	<b>4</b>



**CODE** O03 **Total QTY:** 1  
**ITEM:** Lounge Chair  
**MANUFACTURER:** Cabot Wren  
**MODEL:** 6138-1  
**FINISHES:** FABRIC:  
 Cf Stinson, Handwork, Stella, Grade M+3 Wood Finish:Brittany Smoke  
**DIMENSIONS:** W: 28.50 in  
**DESCRIPTION:** Keen Chair

**KNEE CLEARANCE:**

**IMAGE:**



**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

<b>QUANTITY:</b>	<b>Code</b>	<b>O03</b>	
	<b>Room Number</b>		<b>Quantity</b>
		115	1
	<b>SUB TOTAL</b>		<b>1</b>

**CODE** W01  
**ITEM:** Transport Cart  
**MANUFACTURER:** JSI  
**MODEL:** TC01  
**FINISHES:**

**Total QTY:** 8

**DIMENSIONS:** 34d x 23 3/4w x 40 3/4h  
**DESCRIPTION:** Transport cart for Knox chairs

**KNEE CLEARANCE:**

**IMAGE:**

**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

**QUANTITY:**

<b>Code</b>	<b>W01</b>	
	<b>Room Number</b>	<b>Quantity</b>
	104	3
	108	3
	117	2
	<b>SUB TOTAL</b>	<b>8</b>

**CODE** W02  
**ITEM:** Dolly Cart  
**MANUFACTURER:** Sandler  
**MODEL:**  
**FINISHES:**

**Total QTY:** 9

**DIMENSIONS:**  
**DESCRIPTION:** Dolly Cart for Billiards/Multi-purpose room

**KNEE CLEARANCE:**

**IMAGE:**

**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

**QUANTITY:**

<b>Code</b>	<b>W02</b>	
	<b>Room Number</b>	<b>Quantity</b>
	116	1
	126/127	8
	<b>SUB TOTAL</b>	<b>9</b>

**CODE** W03  
**ITEM:** Table Carts  
**MANUFACTURER:**  
**MODEL:**  
**FINISHES:**

**Total QTY:** 3

**DIMENSIONS:**  
**DESCRIPTION:** Metal Table Carts for storing tables

**KNEE CLEARANCE:**

**IMAGE:**

**NOTE:** Basis of design specification provided. Substitutions permitted per section 012500 Substitution Procedures provided in project manual.

**QUANTITY:**

<b>Code</b>	<b>W03</b>	
	<b>Room Number</b>	<b>Quantity</b>
	126/127	3
	<b>SUB TOTAL</b>	<b>3</b>