NEWMAN

LEARN

Early Childhood School

51 Daniels Ave., Waterford, CT 06385

Phase 4 – FF&E, Technology and Play Equipment
Technology Package
September 04, 2026

NA Project Number: 20240069
State Project Number 245-0090 MAG/N/PF

Newman Architects, PC
265 Church Street, 15th Floor
New Haven, CT 06510



K.S.
W+D Review N/A
9-23-26

Steven P. Cardelle Steven P. Cardelle 9/25/2026 - Building Official

Steve Dubicki 9/22/26 Fire Marshal

FORM SCG-3000

PROJECT TEAM CONTACT LIST

Facility: (tentative) LEARN Early Childhood School

Date: 6/16/25 **LEA:** LEARN

State Project No.: 245-0090 MAG/N/PF

Name	Title/Firm	Phone	E-mail
Owner			
Kate Ericson	Executive Director - LEARN	860.434.4800x1345	kericson@learn.k12.ct.us
Julie Pendleton	Coordinator of Special Projects	860.434.4800x1194	jpendleton@learn.k12.ct.us
Owner's Representative/Project Manager (Consultants)			
Charles Warrington	Colliers	860.235.5313	charles.warrington@collierseng.com
Design Team			
Katelyn Chapin	Architect-PM	Newman Architects, PM	475.441.7256	kchapin@newmanarchitects.com
John Holden	Architect-PA	Newman Architects, PM	203.772.1990	jholden@newmanarchitects.com
Anne Machian	Landscape Arch	RDG Planning & Design, PM	402.449.0858	amachian@rdgusa.com
Katy Gagnon	Civil Engineer	Langan, PM	203.784.3046	kgagnon@langan.com
Eric Gebrien	Mech. Engineer	CES, PM	860.681.2739	egebrian@ceseng.com
Vaney Murrilo	Elec Engineer	CES, PM	860.894.2569	vmuillo@ceseng.com
Eric Gebrien	Technology	CES, PM	860.681.2739	egebrian@ceseng.com
Matthew Myers	Environ. Cons.	Langan, PM	203.784.3078	mmyers@langan.com
Mariah Cory	Int. Designer	RDG Planning & Design, PM	512-309-3202	mcory@rdgusa.com
Marc D'Agostino	Tech FFE	D'Agostino, PM	203.913.5731	marcd@da-technology.com
Ed Buglewicz	SME	RDG Planning & Design, PM	402.449.0836	ebuglewicz@rdgusa.com
Molly Haas	SME	RDG Planning & Design, Architect	402.449.0850	mhaas@rdgusa.com
Mark Vertucci	Traffic	Fuss & O'Neill	860-432-6163	Mark.Vertucci@fando.com
Construction Manager / General Contractor			
Nick Conti	Gilbane Building Company, Senior PM	860.662.0991	nconti@gilbaneco.com
Town Code Officials	**Jurisdiction:** Waterford		
Steve Cardelle	Building Inspector	860.444.5826	scardelle@waterfordct.org
Stephen Dibicki	Fire Marshal	860.440.0544	sdubicki@waterfordct.org
Kimberley Hamley	Health Inspector The Ledge Light Health District	860.910.0447	khamley@llhd.org
Bridgette Gordon Hickey	ADA 504 Coordinator	860.400.0840 x115	bghickey@learn.k12.ct.us
Others			

TABLE OF CONTENTS

INTRODUCTORY INFORMATION

Cover
000109 Project Directory – FORM SGC-3000
000110 Table of Contents
000121 List of Drawings

PROCUREMENT REQUIREMENTS

000119 Invitation to Bid Announcement
012100 Supplemental Instructions to Bidder

004100 Form of Proposal

LEARN Appendices A, B, C, D

011009 Summary General and Supplementary Conditions
Gilbane Construction Site Access Agreement
017419 Construction Waste Management and Disposal
018113 Sustainable Design Requirements
Connecticut High Performance Building Standards Checklist

Sample Award Letter
Sample Purchase Order

CONTRACTING REQUIREMENTS

007343 Wage Rate Requirements
003357 AIA Document A751-2019 - "Invitation and Instructions to Vendors for Quotations for Furniture, Furnishings and Equipment (FFE)"
005257 AIA Document A151-2019 - "Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings and Equipment (FFE)"

Insurance Requirements

DIVISION 27 – COMMUNICATIONS

272100 LAN & WI-FI Network
273000 Phone System
276000 Charge Stations

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

280507.23 Uninteruptable Power Supplies

STATE OF CONNECTICUT
CHRISTOPHER BROOKS ESSEN
11439
LICENSED ARCHITECT

RS.
LHD Review NA
9-23-26

END OF TABLE OF CONTENTS

Steven P. Cardelle 9/25/2026 Building Official
Steve Dubicki 9/22/26 Fire Marshal

LIST OF DRAWINGS

CS0.00	COVER
IT1.01	TECHNOLOGY - FLOOR PLAN – OVERALL
IT1.11A	TECHNOLOGY - FLOOR PLAN - WING A
IT1.11B	TECHNOLOGY - FLOOR PLAN - WING B
IT1.11C	TECHNOLOGY - FLOOR PLAN - WING C
IT1.11DE	TECHNOLOGY - FLOOR PLAN - WING D,E
IT1.11F,G	TECHNOLOGY - FLOOR PLAN - WING F,G
IT1.30	TECHNOLOGY - DETAILS

LEARN REGIONAL EDUCATIONAL SERVICE CENTER

LEGAL NOTICE

REQUEST FOR BIDS

BIDDING PHASE 4 OF 4
TECHNOLOGY PACKAGE

LEARN Early Childhood School
51 Daniels Ave.
Waterford, CT 06385

LEARN invites interested and qualified parties to submit a bid based on the requirements contained in the REQUEST FOR BIDS, LEARN Early Childhood School, 51 Daniels Ave, Waterford, CT 06385. LEARN desires to select qualified bidders for the following Bid Packages.

- Bid Package #2 – Technology Package

Bid packages will be available November 10, 2026. Plans, Specifications, and Instructions to Bidders may be obtained at CT Department of Administrative Service 'CT Source Bid Board' website: https://portal.ct.gov/das/ctsource/bidboard?language=en_US.

Questions regarding the work or bid shall ONLY be directed via electronic mail to:
Margaret Molnar-Ryan, Project Manager, Colliers Project Leaders Margaret.molnarryan@collierseng.com
The last date for questions is November 18, 2026 at 2:00 pm. All sealed bids are due by December 3, 2026 at 11:00 am where they will be opened at the LEARN Regional Education Service Center, 44 Hatchetts Hill Rd., Old Lyme, CT 06371.

There will be a mandatory prebid conference (virtual format) with the Technology bidders on November 17, 2026 at 9 am to review coordination requirements between Phase 3 and Phase 4 work. Email Margaret Molnar-Ryan and Charles Warrington for a meeting invitation link at Margaret.molnarryan@collierseng.com and charles.warrington@collierseng.com.

Packages shall be addressed to:
LEARN Regional Education Service Center
c/o Julie Pendleton, Coordinator of Special Projects
44 Hatchetts Hill Rd.,
Old Lyme, CT 06371

Please clearly mark all packages with the following in a sealed opaque envelope:
"LEARN Early Childhood School– Bid Package #2 Technology Package"

SECTION 012100

SUPPLEMENTAL INSTRUCTIONS TO BIDDER

PART 1 - GENERAL

1.1 DRAWINGS

A. As listed in Section 000121 LIST OF DRAWINGS.

1.2 SPECIFICATIONS

A. As listed in Section 000110 TABLE OF CONTENTS.

1.3 DEFINITIONS

A. Plan and Specification reference to “Contractor” means the Subcontractor performing work under that specific Technology Section.

B. Specification reference to “provide” means to furnish and install unless otherwise noted.

1.4 BID FORM

A. Bid to be lump sums by Bid Package, in the format enclosed herein, with no escalation clauses allowed.

1.5 SCHEDULE

A. Time is of the essence of the Contract. Completion of Work included in the Invitation in accordance within the Project Schedule is absolutely essential to the use and occupancy of the Project for the Owner’s operations. Contractor is to include in its quotations all costs, extra crews, equipment, warehousing, etc. as required to meet schedule.

B. The selected Contractor(s) shall set forth a detailed schedule, including deliveries and field installation as proposed to meet schedule. Such schedule shall be compatible with Construction Project Schedule. Contractor shall notify Owner ten (10) days in advance of delivery. As a major part of bid analysis, each Bidder may be asked to describe in detail how it would furnish and install its portion of the Project, schedule, manpower, deliveries, etc. This would be done shortly after receipt of bids. If Contractor is behind schedule through fault of no

one but itself, it shall add manpower and/or work overtime as required in order to regain schedule. No compensation for such overtime or added manpower will be made. Note that Contractor will be required to purchase and submit for approval all critical materials and equipment immediately and that at some time during the schedule subcontractor may be required to perform work out of normal sequence.

C. Subcontractors whose work normally is coordinated with others should make themselves aware of others' work scope.

1.6 QUESTIONS ABOUT PLANS AND SPECIFICATIONS

A. Questions are to be presented in writing to Margaret Molnar-Ryan at Margaret.molnarryan@collierseng.com. Answers received during bidding directly from Owner or other parties will not be binding. Deadline for questions to be received is noted on the Invitation to Bid. Answers will be in the form of an addendum, posted to the website. It is the Bidders responsibility for checking addenda prior to submitting proposals.

1.7 LAYOUT

A. The Contractor shall layout its work and is responsible for the accuracy thereof.

1.8 COORDINATION AND JURISDICTION

A. The Contractor shall coordinate its work with that of other trades.

1.9 PARKING AND ACCESS

A. Parking of workers', supervisors', or management employees' cars will be allowed on the site only in designated areas (except with the specific approval of Owner and Architect in advance). Trucks will be allowed on the actual project site only to make deliveries of material, tools, or equipment and must then leave promptly unless being used as a tool of the trade.

1.10 OTHER OPERATIONS

A. Contractor shall do all things necessary to keep noise, vibration and disruption to an absolute minimum.

B. All work to be done is to be coordinated and approved in advance with the Owner and Architect.

C. The operations of the school or construction of the project is not to be disrupted or affected.

1.11 HOISTING

A. Hoisting is the responsibility of the Contractor. The Owner will not provide crane(s), personnel or material hoists.

B. Location of and scheduling of Contractor's hoisting apparatus to be coordinated with the Owner and Architect.

C. All Means and Methods and all safety requirements shall be the sole responsibility of

the Contractor performing the work.

1.12 DELIVERY AND INSTALLATION

A. Contractor shall deliver, unpack, assemble, locate and install all items related to scope of work. Contractor is required to take measures to protect against damages including but not limited to, the floors, door/entryways, walls, millwork and counter tops, etc.

1.13 CLEANUP

A. Daily clean up and removal of rubbish is the responsibility of the Contractor. Contractor shall be responsible for proper disposal of all packing and crating materials off-site. Cooperation among Subcontractors is required and expected regarding cleaning of general litter. Buildings are to be kept clean at all times and failure of Contractor in this regard will result in back charges from the Owner for cleaning.

1.14 CUTTING AND PATCHING

A. The Contractor shall perform all cutting and patching under jurisdiction of its trade(s). Also, if cutting and patching are required as a result of Contractor's failure in the performance of the Work, the Contractor shall be responsible for the corrective cutting and patching at no cost to the Owner.

1.15 INSURANCE

A. Reference the attached sample "Certificate of Liability Insurance".

B. Contractor is to provide insurance as noted in the insurance specifications of the Project Manual for: Technology Equipment

C. The Contractor shall provide insurance coverage for portions of the Technology Equipment stored off-site after written approval of the Owner at the value established in the approval and also for portions of the Technology in transit.

1.16 PROTECTION AGAINST LOSS AND DAMAGE

A. The Contractor shall protect and secure its materials and equipment against loss, including theft. The Construction Manager will not accept any claim for alleged theft. Contractor will protect its work from damage until its work is complete for the entire project.

1.17 SUBSTITUTIONS (OR EQUALS)

A. Substitutions ("Or Equals") will not be considered.

1.18 NO BID ITEMS

A. If a Contractor fails to bid on all items listed, their bid may be disqualified. Contractors may bid on one category, or on more than one category (combined bid), but partial bids in a category may be rejected.

1.19 SALES TAX

A. This project is exempt from Connecticut Sales Tax.

1.20 SITE VISIT

A. The Contractor acknowledges that prior to furnishing a proposal for the Work, it has visited the site and is familiar with conditions at the site and in the locality where the Work is to be

performed which could affect its work. Selected contractor may be required to attend a pre-installation meeting.

1.21 SCOPE REVIEW

A. Successful Bidders will be notified of time and schedule for scope review meeting held at the field office on site.

1.22 RETAINAGE

A. Five percent (5%) retainage will be withheld by the Owner until occupancy and acceptance of project and satisfactory completion of Contractor's work including all punch list items and submission of all required closeout, record documents, warranties and guarantees. On a selected basis the Architect can recommend to the Owner a partial reduction in retainage prior to Substantial Completion of the entire project. This reduction is neither obligatory nor automatic and will only be considered on an individual contract basis, subject to various requirements including, but not limited to, completion of all Contractor's work and also Consent of Surety, and is within the Owner's sole discretion, based on the Architect's recommendation.

END OF SECTION

SECTION 014100

FORM OF PROPOSAL

Date: September 4, 2026

LEARN Regional Education Service Center
c/o Julie Pendleton, Coordinator of Special Projects
44 Hatchetts Hill Rd.,
Old Lyme, CT 06371

Pursuant to and in compliance with your Invitation to Bid relating thereto, the Undersigned,

_____

(Company Name)

having visited the site, familiarized himself with the conditions present and carefully examined the Contract Documents together with all Addenda issued and received prior to closing time for receipt of Bids as prepared by Newman Architects, hereby offers and agrees as follows:

Bidders shall provide a bid for each package elected. To provide all materials, all labor and all else whatsoever necessary to install and properly finish all work in connection with Play Equipment for the LEARN Early Childhood School to the satisfaction of the Owner and Architect for the Lump Sum as follows:

Bid Package #	**Description**	**Lump Sum Price** (Written and Numbers)
1	Technology Package	

ADDENDA
Acknowledgment is hereby made of the following addenda supplements to the Drawings and Specifications:

Addendum No._____ Dated _____	Addendum No._____ Dated _____
Addendum No._____ Dated _____	Addendum No._____ Dated _____
Addendum No._____ Dated _____	Addendum No._____ Dated _____

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this bid have;

2. Not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition. The foregoing statement subscribed to by the bidder and affirmed by such bidder as true under the penalties of perjury and is made pursuant to the applicable section of the General Laws of the State of Connecticut as most recently amended.

VENDOR QUALIFICATIONS

1. The undersigned company has been in business under its present name for _____years.
2. The undersigned company has had _____years' experience in work similar to that described in the bid documents for this project.
3. List below projects the undersigned company currently has under contract as of this date:

Contract Sum	Class of Work	% Complete	Name & Address of Owner

4. List below a minimum of three (3) projects the undersigned company has performed in the past five (5) years, which are representative of this project and would qualify you for this work:

Contract Sum	Class of Work	Name & Address of Owner

5. If applicable complete the following; if not applicable state N/A:

a. Has the undersigned company ever failed to complete awarded work? (If the answer is yes, please provide location, date, and reason below)

_____

_____

_____

b. Has any officer or partner of the undersigned company, while performing in the capacity of an officer, partner, or individual owner of another organization, ever failed to complete an installation contract? (If yes, please state below the following information: name of individual(s), name(s) of organization and reason(s))

_____

_____

_____

6. List the number of all litigation or arbitration proceedings, including out-of-court settlements initiated by or against you within the past three (3) years, including all pending cases.

_____

_____

_____

7. Has your company within the past 5 years been the subject of a claim filed formally or informally by an Owner, Program Manager for failure to meet a deadline, a milestone, a schedule, or the completion of a project? Circle the appropriate response: YES NO

If yes, state the project, location, Owner, subcontractor (if applicable) and by whom the claim was filed:

_____

_____

8. Has your company within the past 5 years paid liquidated damages or a penalty for failing to meet a deadline, a milestone, a schedule, or the completion of a project? Circle the appropriate response: YES NO

If yes, state the project, location, Owner, subcontractor (if applicable) and by whom the claim was filed:

_____

_____

9. Has your company within the past 5 years filed a formal or informal claim to an Owner, Program Manager or for acceleration, delay, and/or other types of recovery costs.

Circle the appropriate response: YES NO

If yes, state the project, location, and to whom the claim was filed and the dollar amount.

_____

_____

10. In accordance with Public Act 03-215 (an act concerning State construction contracts), complete the following items if your bid is in excess of $500,000:

a) Do you have a DAS Pre-Qualification Certificate: YES NO

b) List classifications that you are pre-qualified for:

_____

_____

OTHER REQUIREMENTS

Termination or Amendment
LEARN reserves the rights to amend or terminate this RFP, to reject any or all respondents, to request additional information, to waive any informalities or non-material deficiencies in a response, and to take any and all other action that, in LEARN's sole judgment, will be in its best interests. LEARN reserves the right to ask any respondent to clarify its response or to submit additional information that LEARN in its sole discretion deems desirable.

In addition, LEARN may, before or after statement opening and in its sole discretion, clarify, modify, amend or terminate this RFP if LEARN determines it is in the LEARNS's best interest. Any addenda will be transmitted to all shortlisted firms via email from Colliers Project Leaders.

Proposals must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date. LEARN reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal.

Proposer's Full Knowledge and Contract Terms

A. Presumption of Proposers Full Knowledge

Each proposer is responsible for having read and understood the entirety of this RFP, all appendices, and any addenda issued by LEARN. A proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not only any addenda posted on LEARN's website, shall in no way relieve it from any aspect of its submission or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the provision or goods or performance of the work described herein.

By submitting a package, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined/the goods described in this RFP, and it is capable of performing the work/delivering/installing the goods to achieve the LEARN's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its submission.

LEARN reserves its right to request additional information from proposers, subsequent to the opening of bids. The proposer is solely responsible for the costs of its proposal. Submitted proposals are LEARN's property and will not be returned. Any and all information received from proposers is subject to the Freedom of Information Act (FOI) and may be disclosed to the general public. If any information is deemed to be proprietary and confidential by the proposer, it shall be indicated at the time of proposal submission. The proposer shall be prepared to defend not disclosing any such information pursuant to a FOI request.

B. Contract Terms

As a municipal agency of the State of Connecticut, LEARN will NOT defend, indemnify, or hold harmless the Successful Proposer. The making of a preliminary award to a proposer does not constitute a contract and does not provide the proposer with any rights and does not impose upon LEARN any obligations. A proposer has rights, and LEARN has obligations, only if and when a contract is executed by LEARN and the proposer. By offering a submission to this RFP the respondent certifies that it has not divulged to, discussed or compared its proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever.

1. COMPLIANCE WITH IMMIGRATION LAWS

The Successful Proposer shall defend, indemnify, and hold harmless LEARN, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "LEARN Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or as-

sessed against, or incurred by, the LEARN Indemnified Parties related to or arising from the obligations under the Immigration Reform and Control Act ("IRCA") imposed upon the Successful Proposer or its subcontractor. The Successful Proposer shall also be required to pay any and all attorney's fees and costs incurred by the LEARN Indemnified Parties in enforcing any of the Successful Proposer's obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the contract.

2. ADVERTISING

The Successful Proposer shall not name LEARN in its advertising, news releases, or promotional efforts without LEARN's prior written approval. If it chooses, the Successful Proposer may list LEARN in a Statement of References or similar document required as part of its response to a public procurement. LEARN's permission to the Successful Proposer to do so is not a statement about the quality of the Successful Proposer's work or LEARN's endorsement of the Successful Proposer.

3. W-9 FORM

The Successful Proposer must provide LEARN with a completed W-9 form before contract execution.

4. INSURANCE

The Successful Proposer shall maintain and keep in force, at its sole cost and expense, at least the insurance listed in the Insurance Requirements in the Appendices.

5. WORKERS COMPENSATION

Prior to contract execution, LEARN will require the Successful Proposer to provide a current statement from the State Treasurer that, to the best of the State Treasurer's knowledge and belief, as of the date of the statement, the Successful Proposer was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

6. COMPLIANCE WITH LAWS

The Successful Proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its submission and the performance of the work described in the contract.

7. LICENSES AND PERMITS

The Successful Proposer certifies that, throughout the contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The Successful Proposer shall immediately and in writing notify LEARN of the loss or suspension of any such approval, permit or license.

8. AMENDMENTS

The contract may not be altered or amended except by written agreement of both parties.

C. Site Visits by Proposers

While a site visit is not mandatory, by submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it is capable of performing the work to achieve the Owner's objectives. Such full knowledge includes any knowledge arising from visiting the site, examining the area, and thoroughly familiarizing itself with all the visible conditions of the property.

• There will be no formal walkthrough on site.
• If a proposer wishes to visit the site, they shall first coordinate with Julie Pendleton, Coordinator of Special Projects to ensure there are no issues or security concerns. Proposers shall contact Julie Pendleton - jpendleton@learn.k12.ct.us- 860-575-8483.

ENCLOSURES:

Respectfully submitted,

By:_____

Title: _____

Business
Name:_____

Address:_____

Telephone Number/Fax Number:_____

Email:_____

Contract will be mailed out to the address listed above

PAYMENT REMITANCE ADDRESS:

_____
Street Address

_____
City, State & Zip code

APPENDIX A
NON-COLLUSION CERTIFICATION

STATE OF:
COUNTY OF:

_____, being first duly sworn, deposes and says that:

I am _____, the _____
(Name) (Title)

of _____,

the Bidder submitting the attached Bid to LEARN Regional Education Service Center and that I executed said Bid with full authority to do so, that such Bid is genuine and is not a collusive or sham Bid, that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive Bidding in connection with the above named Project, and that all statements contained in said Bid and in this certification are true and correct, and made with full knowledge that the LEARN Regional Education Service Center relies upon the truth of the statements contained in said Bid and in the statements contained in this certification in awarding the Contract for the Project.

_____
(Signature of Bidder)

_____
(Printed or Typed Name of Bidder)

_____
(Title)

Sworn to and subscribed to before me on this _____ day of _____, 20___.

_____
Notary Public

(Seal)

My Commission expires _____

APPENDIX B
BACKGROUND DISCLOSURE FORM

RESPONDENT'S FULL LEGAL NAME:_____

REQUIRED DISCLOSURES

1. Exceptions to the RFP

   _____This response does not take exception to any requirement of the RFP, including but not only any of the Contract Terms set forth in Section VII.

   OR

   _____This response takes exception(s) to certain of the RFP requirements, including but not only the following Contract Terms. **Attached is a sheet fully describing each such exception**.

2. State Debarment List

   Is the respondent on the State of Connecticut's Debarment List?

   _____Yes
   _____No

3. Occupational Safety and Health Law Violations

   Has the respondent or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three- year period preceding the submission (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the response?

   _____Yes
   _____No

   If "yes," attach a sheet fully describing each such matter.

4. Arbitration/Litigation

   Has either the respondent or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any resolved or pending arbitration or litigation?

   _____Yes
   _____No

   If "yes," attach a sheet fully describing each such matter.

5. Criminal Proceedings

Has the respondent or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

_____Yes
_____No

If “yes,” attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the respondent or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

_____Yes
_____No

If “yes,” attach a sheet fully describing each such matter.

BY:_____ TITLE:_____

(PRINT NAME)

_____ DATE:_____

(SIGNATURE)

END OF BACKGROUND DISCLOSURE FORM

APPENDIX C
LEGAL STATUS DISCLOSURE FORM

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the respondent's regular employees regularly in attendance to carry on the respondent's business in the respondent's own name. An office maintained, occupied and used by a respondent only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a respondent will not be considered a permanent place of business of the respondent.

IF A SOLELY OWNED BUSINESS:

Respondent's Full Legal Name_____

Street Address_____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name_____

Number of years engaged in business under sole proprietor or trade name_____

Does the respondent have a "permanent place of business" in Connecticut, as defined above?
____Yes ____No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

_____

IF A CORPORATION:

Respondent's Full Legal Name_____

Street Address_____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name_____

Number of years engaged in business _____

Names of Current Officers

_____ _____ _____

President Secretary Chief Financial Officer

Does the respondent have a "permanent place of business" in Connecticut, as defined above?
____Yes ____No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

_____

IF A LIMITED LIABILITY COMPANY:

Respondent's Full Legal Name_____

Street Address_____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name_____

Number of years engaged in business _____

Names of Current Manager(s) and Member(s)

_____ _____
Name & Title (if any) Residential Address (street only)

_____ _____
Name & Title (if any) Residential Address (street only)

_____ _____
Name & Title (if any) Residential Address (street only)

_____ _____
Name & Title (if any) Residential Address (street only)

Does the respondent have a "permanent place of business" in Connecticut, as defined above?
____Yes ____No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

_____

IF A PARTNERSHIP:

Respondent's Full Legal Name_____

Street Address_____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name_____

Number of years engaged in business _____

Names of Current Partners

_____	_____
Name & Title (if any)	Residential Address (street only)
_____	_____
Name & Title (if any)	Residential Address (street only)
_____	_____
Name & Title (if any)	Residential Address (street only)
_____	_____
Name & Title (if any)	Residential Address (street only)

Does the respondent have a "permanent place of business" in Connecticut, as defined above?
____Yes ____No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

_____

****

Respondent's Full Legal Name (print):

_____

Name and Title of Respondent's Authorized Representative:

_____

_____

Respondent's Representative, Duly Authorized:

_____	_____
(signature)	Date

END OF LEGAL STATUS DISCLOSURE FORM

APPENDIX D
STATEMENT OF REFERENCES FORM

Provide at least three (3) references:

1. BUSINESS NAME: _____

   ADDRESS_____

   CITY_____ STATE _____

   TELEPHONE_____

   INDIVIDUAL CONTACT NAME AND POSITION_____

   _____

2. BUSINESS NAME: _____

   ADDRESS_____

   CITY_____ STATE _____

   TELEPHONE_____

   INDIVIDUAL CONTACT NAME AND POSITION_____

   _____

3. BUSINESS NAME: _____

   ADDRESS_____

   CITY_____ STATE _____

   TELEPHONE_____

   INDIVIDUAL CONTACT NAME AND POSITION_____

   _____

END OF STATEMENT OF REFERENCES FORM

SECTION 011009

SUMMARY GENERAL AND SUPPLEMENTARY CONDITIONS

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 includes the following:

1. Project information.
2. Work covered by the Contract Documents.
3. Future Work.
4. Work under separate contracts.
5. Access to site.
6. Work restrictions.
7. Worker Conduct and Appearance – Work Rules.
8. Specification formats and drawing conventions.
9. Connecticut High Performance Building Standards Requirements
10. Miscellaneous Provisions

1.3 PROJECT INFORMATION

A. Project Identification: LEARN Early Childhood School

1. Project Location: 51 Daniels Ave., Waterford, CT 06385

B. Owner: LEARN Regional Education Service Center

1. Owner's Representative: Colliers Project Leaders, LLC, 135 New Road, Madison, CT 06443, 860-395-0055

C. Architect: Newman Architects., 265 Church Street, 15th Floor, New Haven, CT 06510, 230-772-1990.

D. Architect's Consultants: The Architect has retained design professionals who have prepared designated portions of the Contract Documents. Refer to Document “Project Directory” for a list of consultants by design discipline and contact information.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Overview: Project consists of the construction of a new 87,749 square foot early childhood school in Waterford, CT, serving students infant/toddler through second grade. The work associated with this contract is for Phase 4 Technology Equipment.

B. Provide technology equipment as identified in each bid package and all drawings to support the renovated elementary school as indicated in these Contract Documents.

1.5 PHASED CONSTRUCTION

A. The Work shall be conducted in one phase.

B. Before commencing Work, submit an updated copy of Contractor's construction schedule showing the sequence, commencement, and completion dates for all phases of the Work.

C. A Pre-Construction/Installation meeting will be held on site with the design team and the contractor/vendors prior to installation of components.

D. There will be a mandatory prebid conference (virtual format) with the Technology bidders on November 17, 2026 at 9 am to review coordination requirements between Phase 3 and Phase 4 work. Email Margaret Molnar-Ryan and Charles Warrington for a meeting invitation link at Margaret.molnarryan@colliserseng.com and Charles.warrington@collierseng.com.

1.6 WORK BY OWNER

A. General: Cooperate fully with the owner, owner's construction manager and separate contractors so work on other contracts may be carried out smoothly, without interfering with or delaying Work under this Contract. Coordinate the work of this Contract with work performed under separate contracts.

B. Preceding Work: Owner will perform the following construction operations at Project site. Those operations are scheduled to be substantially complete before work under this Contract begins.

1. Phase 1, 2 and 3 work consists of the following:

a. Phase 1 of 4 – Demolition and Abatement: Removal of the existing structures on site
b. Phase 2 of 4 - Electrical Equipment Procurement: Material only for main service switchboard, emergency generator, and automatic transfer switch (ATS) equipment.
c. Phase 3 of 4 – Site & Building Construction: General building trades, such as foundations and building structure, interior carpentry, plumbing, mechanical, fire protection, electrical, and finishes, to facilitate the primary scope of work.

1.7 DELIVERY AND INSTALLATION SCHEDULE

A. Delivery and installation shall be coordinated with the Owner's Project Manager and Architect. Notice of delivery must be provided a minimum of 30 days prior to delivery date. All Technology Equipment to start no sooner than June 14, 2027 and be fully installed and approved prior to August 8, 2027 with the exception of the following:

1. Technology items that support the installation of network MDF and IDF rooms and that support operational wifi are to be available locally for installation and delivered to the

project site no later than March 1, 2027. These technology items consist of TE-01 and TE-02.

1.8 USE OF PREMISES

A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.

B. Prior to accessing the site, prime Contractors shall sign Gilbane's Construction Site Access Agreement and provide Certificate of Insurance (COI) as outlined:

1. COI naming Gilbane Building Company and their respective partners, directors, officers, agents, and employees as Additional Insureds on the contractor's General Liability, Excess, and Auto policies. A Waiver of Subrogation will be required on all policies.

C. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of the Project site beyond areas in which the Work is indicated.

1. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public.
2. Driveways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances.
b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

D. Contractor Use of Premises:

1. Smoking is prohibited on the site.
2. Damage caused by delivery and installation operations will be repaired by others and back-charged to the contractor responsible. All costs will be sole responsibility of the contractor responsible. All costs will be assessed by the Owner and Architect.
3. Trash including shipping containers and packing are to be legally disposed of offsite, no trash receptacles will be provided.

1.9 OWNER OCCUPANCY

A. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.

1.10 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

1.11 WORKER CONDUCT AND APPEARANCE - WORK RULES:

A. The conduct of each worker at the jobsite is of paramount importance. The Owner reserves the right to require any worker to be reassigned to work outside the Owner's property.

B. Privacy: Conduct all work of the Contract with the maximum effort to maintain the privacy of the Owner's operations and staff.

C. General Conduct and Demeanor: All construction workers shall treat all other construction workers, Owner's staff and the public professionally with respect and courtesy.

D. Physical Appearance: Require each worker to dress appropriately in a clean, neat and professional manner.

E. Radios and Television: The use of entertainment devices including personal devices with headphones or earphones is strictly prohibited at all times. Control the volume of communication radios and loudspeakers to avoid creating a nuisance.

F. Smoking: Smoking is strictly prohibited inside any building, inside the work area, and anywhere on Project Site’s property, except in designated smoking-permitted areas.

G. Drinking Alcohol and Illegal Drugs: Workers present at the jobsite under the influence of alcohol or illegal drugs shall be subject to disciplinary action.

H. Language: The use of foul language is strictly prohibited.

I. Conduct: Screaming, yelling and unnecessary loud conduct is strictly prohibited.

J. Actions: Running, horseplay, fighting and other unprofessional conduct is strictly prohibited. Fighting is a major infraction of the work rules.

K. Stealing: Stealing of any materials, objects, furnishings, equipment, fixtures, supplies, clothing, or other items is prohibited and a major infraction.

L. Sexual Harassment: All forms of physical and verbal sexual harassment including, without limitation: touching; whistling; sexually explicit stories, jokes, drawings, photos, and representations; exhibitionism; and all other sexually oriented offensive behavior is strictly prohibited.

M. Warnings and Dismissal: For minor infractions of the rules, the Owner may issue a warning. Only one warning will be allowed per worker, and the second infraction shall result in immediate dismissal of the worker from the Owner's property. For major infractions such as invasion of privacy, the worker shall be dismissed immediately without warning and possibly subject to criminal prosecution.

N. Notification of Workers: Clearly notify and educate each worker about these Work Rules and the requirements for worker conduct and appearance.

O. Personal Protective Equipment (PPE): All workers to wear required PPE while on site.

1.12 SPECIFICATION FORMATS AND DRAWING CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 50divisionformat and CSI/CSC's "Master Format" numbering system.

1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

a. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
b. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

2. Specification requirements shall be performed by Contractor unless specifically stated otherwise.

D. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

1.13 CONNECTICUT HIGH PERFORMANCE BUILDING STANDARDS REQUIREMENTS

A. General: This Article includes requirements for compliance with Connecticut High Performance Standards for Schools as required by Connecticut General Statute 16a-38k, which are based on certain U.S. Green Building Council's (USGBC) LEED prerequisites and credits needed for the

Project to obtain LEED Silver certification based on USGBC's "LEED 2009 for Schools New Construction and Major Renovations."

1.14 CLEANING

A. Establish a system for daily collection and disposal of waste materials from construction areas and elsewhere on the Project site. Enforce requirements strictly.

B. Remove and legally dispose of all rubbish, debris, and damaged material. Do not allow trash and combustible materials to accumulate in the Building or on the site. Do not hold collected materials at the site.

1. Do not bury or burn waste materials on the site.
2. Do not wash waste materials into sewers or waterways.
3. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
4. Do not hold waste materials for more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
5. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

    a. Use containers intended for holding waste materials of type to be stored.

6. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

C. There will be no dumpster available, so vendor must remove all cardboard, packing and debris from property.

D. Site: Maintain Project site free of waste materials and debris.

E. 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.

F. Keep installed work clean. Clean installed surfaces according to written instruction 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.

1.15 MATERIAL AND EQUIPMENT

A. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.

B. Schedule delivery to minimize storage at the site and to prevent overcrowding of construction spaces.

C. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

D. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.

E. Product Specification/Substitution Requirements: All proprietary names or products used for items listed in the specifications, are shown for purposes of description only and are not intended, nor should they be interpreted, to be an endorsement of any particular proprietary item. The words “or equal” are understood to follow all names of proprietary products, trade names, catalog numbers and detailed descriptions and shall be interpreted to mean any material, article, assembly, or system, which in the opinion of the Owner is at least equal in quality, durability, appearance, strength, and design to the equipment specified and will perform at least equally the functions imposed by the general design. The words “or equal” shall not be construed to permit substantial departure from the requirements of the specifications.

F. Each bidder shall clearly identify each individual time he proposes to furnish in which a deviation occurs, in any respect, from that which is specified, by submitting with his bid a complete itemized list identifying each and every item wherein a deviation is proposed. The bidder shall, upon request and without cost to the owner furnish documents, independent laboratory tests, and similar authenticated proof material to substantiate that the item proposed in his bid is “equal to” or “exceeding” that which is specified. Bids offering deviations shall be submitted in strict conformance to the requirements and procedures described herein, and failure to comply shall be just cause for rejection of the bid or the enforcement of supplying the item or items of equipment exactly as specified, without exception or recourse.

1.16 DELIVERY AND INSTALLATION REQUIREMENTS

A. Inspect each product upon delivery and again immediately before installation. Do not install damaged or defective products, materials, or equipment.

B. Tags: All items listed on the Schedule shall be tagged to indicate the title of the space into which they shall be installed.

C. Installation: Equipment shall be removed from shipping containers and cartons and shall be installed in the room or space for which it is tagged.

1. Labels and other visible forms of vendor or manufacturer identification and information shall be removed.
2. Items shall be assembled and set in place as directed by the Architect/Interior Designer.

D. All wall and floor mounted equipment shall be secured with proper restraints to resist seismic loads as per the manufacturers’ requirements.

E. Place the work in the correct position and, unless specifically called for otherwise. Assemble and install parts of the work level, plumb, and square.

1. Items shall be adjusted, lubricated, cleaned, and otherwise prepared with all accessories and loose pieces installed as required for proper working order, and as otherwise necessary for a complete installation.

F. During handling and installation of products at the Project site, clean and protect the work in progress, as well as the adjoining work, as part of a continuing maintenance program.

G. Clean each element at the time of installation. Apply protective coverings on installed work, where required to protect from damage or deterioration, up to Substantial Completion and acceptance of the Work.

H. Remove all packing material and debris from project site daily.

I. Repair and clean all equipment of soil marks, dust fingerprints, oil, grease, residue, etc. and all loose fabric threads, and other inappropriate materials.

J. Adjust and lubricate operable components of equipment installed.

1.17 REFERENCE STANDARDS

A. Basic Contract definitions are included in the General Conditions of the Contract.

B. Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and permitted" mean "directed by the Architect", and similar phrases. However, no implied meaning shall be interpreted to extend the Architect's responsibility into the Contractor's area of construction supervision.

C. The term "approved", where used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the duties and responsibilities of the Architect as stated in General and Supplementary Conditions. Such approval shall not release the Contractor from responsibility to fulfill Contract requirements unless otherwise provided in the Contract Documents.

D. The term "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work, whether lawfully imposed by authorities having jurisdiction or not.

E. The term "furnish" is used to mean "supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations."

F. The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations."

G. The term "provide" means "to furnish and install, complete and ready for the intended use."

H. Installer:

1. An "Installer" is the Contractor, or an entity engaged by the Contractor, either as an employee, subcontractor, or sub-subcontractor, for performance of a particular construction activity, including installation, erection, application, and similar operations.
2. Installers are required to have verifiable experience in the operations they are engaged to perform.

3. The term "experienced", when used with the term "Installer" means having a minimum of 5 previous projects similar in size and scope to this Project, being familiar with the precautions required, and having complied with requirements of the authority having jurisdiction.

I. Project Site: Space available to the Contractor for delivery and installation operations, either exclusively or in conjunction with others performing other construction activities as part of the Project.

J. 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 Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

1.18 CHANGE ORDERS

A. Where the value of work performed directly by the Technology Vendor and any related subs under a Change Order is determined by either a lump sum proposal or by the actual cost of products and work as it progresses, the Technology Vendor and any related subs will be limited to an additional amount of ten percent (10%) of the total cost of products and labor, as combined overhead, superintendence, and profit. Cost of the work shall include the cost at prevailing rates for direct labor, material, and use of equipment, plus the cost of workmen’s compensation insurance, liability insurance, federal social security and Connecticut unemployment compensation. Mark-up for overhead, superintendence and profit shall include (and no additional payment shall be made for) general conditions, management, supervision, coordination, insurance, bonds, mobilization, record drawings, engineering/layout, small tools/computers, “tools of the trade”, transit, staging/scaffolding, lifting, hoisting, dumpster, handling, clean-up, shipping/receiving, administration, accounting, punch-list, quoting, schedule updating, safety protection, signs, and the like, as applicable.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REFERENCE STANDARDS

A. Provide proper restraints, anchored to the wall, for all storage cabinets, floor supported cabinets, more than 5-feet in height. Comply with requirements of the local jurisdiction having authority.

B. Code Compliance Notes:

Including 2003 ICC/ANSI A117.1; Sections 504 Rehabilitation Act 1973

Including 2010 ADA Standards for Accessible Design and 504 Regulations, and The Americans with Disabilities Act Title II, including the 2010 ADA Standards for Accessible Design and ADA Regulations.

Accessible knee and toe clearance shall comply with 2010 ADA Standards for Accessible Design, Section 306. Compliance with the current Connecticut State Fire Safety Code and current O.S.H.A. – Title 20/Labor is also required.

The “items” shall include, but are not limited to fixtures, furnishings, equipment, workstations (including built-ins), playground equipment, laboratory fume hoods, darkroom equipment, welding stations, shop equipment, etc., as indicated in the documents.

Existing furniture has been surveyed and confirmed for ADA compliance, as indicated in the documents.

C. Secure Attachment for Furniture and Equipment:

To assure proper attachment of fixtures, furnishings, and equipment (including technology items) to walls, ceilings, structure and/or floors, the contractor/vendor shall provide detailed information per each product manufacturer’s recommendations, where required, for Architect’s review prior to installation. Contractor/vendor shall provide all means and materials necessary to attach each product securely to existing structure per manufacturer’s instructions/recommendations.

D. Final Cleaning

1. Cleaning: Employ experienced workers or professional cleaners for final cleaning.
2. Remove all product shipping and inventory labels, tags, signage, etc. clean any remaining residue to a condition expected as new, follow, and comply with the specific manufacturers cleaning instructions and requirements.
3. Remove all product protection wrappings, packing and shipping materials, etc. and dispose all materials offsite at the expense of the Vendor/Contractor and any of their Subcontractors, complying with all applicable laws and codes.
4. Remove all product boxes, containers, pallets, etc. and legally and responsibly dispose all materials offsite at the expense of the Vendor/Contractor and any of their Subcontractors.
5. Clean each surface of all units and equipment to the Condition expected in a normal, commercial building cleaning and maintenance program. Follow and comply with the specific manufacturers cleaning instructions and requirements.

END OF SECTION

Construction Site Access Agreement

Contractor:	**Gilbane Building Company**
Separate Contractor:	Contractor/Company Name
Owner:	**LEARN**
Project:	**LEARN Early Childhood School**
Work of Separate Contractor:	Brief Work Description
Date:	Current Date

This Construction Access Agreement is entered into between Contractor and Separate Contractor, as of the above date, to provide the terms and conditions under which Contractor shall provide access to the Project site for Separate Contractor to perform its Work. In consideration of Contractor's provision of access and the following mutual obligations, Contractor and Separate Contractor (and on behalf of their subcontractors) agree as follows:

1. Contractor shall afford Separate Contractor reasonable access for the delivery of materials and equipment, and for the performance of the Work of Separate Contractor, in accordance with Contractor's schedule for the Project. Separate Contractor shall coordinate its activities with those of Contractor, who shall cooperate with Separate Contractor. Separate Contractor shall be responsible to Contractor for costs incurred by Contractor caused by delays, improperly timed activities, damage to Contractor's work or defective Work of Separate Contractor.

2. Separate Contractor shall comply with all safety requirements of Contractor, including its safety plan which is available at the field site office. Separate Contractor shall keep the Project site and surrounding areas free from accumulation of waste materials and rubbish caused by Separate Contractor's operations, and shall remove all of its waste materials and rubbish from the site on a daily basis.

3. Separate Contractor shall obtain and maintain insurance reasonably satisfactory to Contactor providing coverages for Workmen's Compensation and Employer's Liability; Commercial General Liability including blanket contractual liability, broad form property damage, XCU, premises operations, independent contractors, and completed operations; Automobile Liability; Excess/Umbrella; Equipment Floater; and All Risk Property on all materials. Separate Contractor's insurance shall provide primary and non-contributory coverage, and shall name Contractor and Owner as an additional insured and provide a waiver of subrogation in favor of Contractor and Owner on all policies. Separate Contractor shall require its Subcontractors to provide these same requirements.

4. Separate Contractor shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend with counsel reasonably acceptable to them, Contractor, Owner, the building owner(s), the architect, and their agents, servants and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, caused by, or resulting from the performance of the work or other conduct of the Separate Contractor, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or, destruction of tangible property including the loss of use resulting there from, and (2) is caused in whole or in part by any act or omission of the Separate Contractor, or any of its subcontractors, suppliers, officers, agents, employees, servants, or any other persons directly or indirectly employed by the Separate Contractor or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation which would otherwise exist as to any party or person described in this paragraph.

Each signatory is fully authorized to enter into this Agreement on behalf of his/her respective party and has full authority to bind that party to the terms of this Agreement.

Gilbane Building Company	Contractor/Company Name
By:_____	By:_____
Title:_____	Title:_____

SECTION 017419

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

A. The general provisions of the Contract, including General Conditions and Supplementary General Conditions and Division I, General Requirements, apply to work specified in this Section, and are hereby made a part of this Section of the Specifications.

1.2 SUMMARY

A. Sustainable Design Intent: Comply with project requirements intended to achieve a sustainable building, measured and documented according to Connecticut's High Performance Buildings Standard (CHPBS).

B. This Section includes requirements for waste management goals, waste management plan and waste management plan implementation.

C. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 01 Section 011100 "General Requirements".
2. Division 01 Section 018113 "Sustainable Design Requirements"

1.3 DEFINITIONS

A. Construction Waste: Solid wastes such as building materials, packaging and rubble resulting from construction, paving and infrastructure.

B. Demolition Waste: Solid wastes such as concrete, wood, brick, plaster, roofing materials, wallboard, metals, carpeting, insulation, and clean fill resulting from demolition or selective demolition of structures.

C. Recyclable Materials: Products and materials that can be recovered and remanufactured into a new product. Recyclable materials include, but are not limited to, the following:

1. Metals (ferrous and non-ferrous), including banding, metal studs, ductwork, and piping.
2. Asphaltic concrete paving.
3. Portland cement concrete.
4. Gypsum products.
5. Paper and cardboard.
6. Wood products, including structural, finish, crates, and pallets.
7. Brick and masonry.
8. Carpet and padding.
9. Plastics.
10. Copper wiring.

D. Recycling Facility: A business that specializes in collecting, handling, processing, distributing, or remanufacturing waste materials generated by new construction projects, into products or materials that can be used for this project or by others.

E. Salvage and Reuse: Existing usable product or material that can be saved and reused in some manner on the project site. Materials for reuse must be approved by the Architect. Materials that can be salvaged and reused must comply with applicable technical specifications and include, but are not limited to, the following:

1. Dimensional lumber and other wood products.
2. Structural steel.
3. Soil.
4. Masonry products.
5. Plants.

F. Salvage for Resale: Existing usable product that can be saved and removed intact (as is) from the project site to another site for resale to others without remanufacturing.

1.4 WASTE MANAGEMENT GOALS

A. The Owner has established that this Project shall generate the least amount of waste possible and that processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors shall be employed.

B. The Construction Manager shall use all means available to divert the greatest extent practical and economically feasible, construction waste from landfills and incinerators.

C. Of the inevitable waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized.

D. Recycle and/or salvage a minimum of 75 percent of non-hazardous construction and demolition waste by weight of the total solid waste generated by the Project.

E. With regard to these goals the Construction Manager shall develop, for the Architect's review, a Waste Management Plan for this Project.

F. Take a pro-active, responsible role in management of construction waste and require all subcontractors, vendors, and suppliers to participate in the effort. Establish a construction waste management program that includes the following categories:

1. Minimizing packaging waste.
2. Salvage and reuse.
3. Salvage for resale or donation.
4. Recycling.
5. Disposal.

1.5 SUBMITTALS

A. Draft Waste Management Plan: Within thirty (30) days after receipt of Notice of Award of Bid, or prior to any waste removal, whichever occurs sooner, the Construction Manager shall submit three (3) copies of a Draft Waste Management Plan to the Owner’s Representative.

B. Final Waste Management Plan: Once the Owner has determined which of the recycling options addressed in the Draft Waste Management Plan are acceptable, the Construction Manager shall submit within ten (10) days three (3) copies of a Final Waste Management Plan.

C. Progress Reports: Submit three (3) copies of monthly progress reports, at the same time as the Application for Payment, documenting the following:

1. Material category.

2. Point of waste generation.
3. Total quantity of waste in tons.
4. Quantity of waste salvaged, in tons.
5. Quantity of waste recycled, in tons.
6. Total quantity of waste recovered (salvaged plus recycled) in tons.
7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

D. Calculations: Submit three (3) copies of calculations indicating the end-of-project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Project prior to Substantial Completion.

E. Record Submittals:

1. Donations: Indicate which salvageable materials were donated, who they were donated to, and whether the recipient is tax exempt. Submit documentation indicating receipt of donations.
2. Sales: Indicate which salvageable materials were sold, who they were sold to, and whether the recipient is tax exempt. Submit documentation indicating receipt of materials.
3. Recycling: Indicate which materials were recycled and the name of the facility licensed to accept them. Submit documentation such as manifests, weight tickets, receipts, and invoices.
4. Waste Disposal: Indicate which materials were accepted as waste by landfills and incinerator facilities licensed to accept them. Submit documentation indicating receipt of materials.

1.6 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with regulations of State of Connecticut Department of Environment Protection, Waste Management Bureau Recycling Program.

B. Waste Management Conference: Review and discuss the waste management plan, requirements for documenting quantities of each type of waste and its disposition, procedures for materials separation, procedures for periodic collection and transportation to recycling and disposal facilities. Review waste management requirements for each trade. Verify availability of containers and bins needed to avoid delays.

1.7 WASTE MANAGEMENT PLAN

A. Draft Waste Management Plan: Include the following in the Draft Plan:

1. Analysis of the proposed jobsite waste to be generated, including types and quantities.
2. Landfill Options: The name of the landfill(s) where trash will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all Project waste in the landfill(s).
3. Alternatives to Landfilling: A list of each material proposed to be salvaged, reused, or recycled during the course of the Project, the proposed local market for each material, and the estimated net cost savings or additional costs resulting from separating and recycling (versus landfilling) each material. "Net" means that the following have been subtracted from the cost of separating and recycling:
   a. Revenue from the sale of recycled or salvaged materials and

b. Landfill tipping fees saved due to diversion of materials from the landfill. The list of these materials is to include, at a minimum, the following materials:
   i. Cardboard.
   ii. Clean dimensional wood.
   iii. Beverage containers.
   iv. Land clearing debris.
   v. Concrete.
   vi. Bricks.
   vii. Concrete Masonry Units (CMU).
   viii. Asphalt.
   ix. Metals from banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.

B. Resources for Development of Waste Management Plan: The following sources may be useful in developing the Draft Waste Management Plan:

1. Recycling Haulers and Markets: Local haulers and markets for recyclable materials. For more information, contact the State of Connecticut Department of Environmental Protection, Waste Management Bureau Recycling Program, (860) 424-3365, www.dep.state.ct.us/wst/recycle/ctrecycle.htm.

C. Final Waste Management Plan: The Final Waste Management Plan shall contain the following:

1. Analysis of the proposed jobsite waste to be generated, including types and quantities.
2. Landfill Options: The name of the landfill(s) where trash will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all Project waste in the landfill(s).
3. Alternatives to Landfilling: A list of the waste materials from the Project that will be separated for reuse, salvage, or recycling.
4. Meetings: A description of the regular meetings to be held to address waste management. Refer to Section 01 31 19 "Project Meetings".
5. Materials Handling Procedures: A description of the means by which any waste materials identified in item (3) above will be protected from contamination, and a description of the means to be employed in recycling the above materials consistent with requirements for acceptance by designated facilities.
6. Transportation: A description of the means of transportation of the recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site) and destination of materials.

1.8 WASTE MANAGEMENT PLAN IMPLEMENTATION

A. Manager: The Construction Manager shall designate an on-site party (or parties) responsible for instructing workers and overseeing and documenting results of the Waste Management Plan for the Project.

B. Distribution: The Construction Manager shall distribute copies of the Waste Management Plan to the Job Site Foreman, each Subcontractor, the Owner, and the Architect.

C. Instruction: The Construction Manager shall provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the Project.

D. Separation Facilities: The Construction Manager shall lay out and label a specific area to facilitate separation of materials for potential recycling, salvage, reuse, and return. Recycling and waste bin areas are to be kept neat and clean and clearly marked in order to avoid contamination of materials.

E. Hazardous Wastes: Hazardous wastes shall be separated, stored, and disposed of according to local regulations.

F. Application for Progress Payments: The Construction Manager shall submit with each Application for Progress Payment a Summary of Waste Generated by the Project. Failure to submit this information shall render the Application for Payment incomplete and shall delay Progress Payment. The Summary shall be submitted on a form acceptable to the Owner and shall contain the following information:

1. The amount (in tons or cubic yards) of material landfilled from the Project, the identity of the landfill, the total amount of tipping fees paid at the landfill, and the total disposal cost. Include manifests, weight tickets, receipt, and invoices.
2. For each material recycled, reused, or salvaged from the Project: the amount (in tons or cubic yards), the date removed from the jobsite, the receiving party, the transportation cost, the amount of any money paid or received for the recycled or salvaged material, and the net total cost or savings of salvage or recycling of each material shall be indicated. Attach manifests, weight tickets, receipts, and invoices.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

3.1 PLAN IMPLEMENTATION

A. Implement the waste management plan as approved by the Architect.

B. Provide training of workers, Construction Manager’s staff, subcontractors, and suppliers on proper waste management procedures.

1. Distribute waste management plan to all parties involved in the Project within three (3) days of submittal return.
2. Distribute plan to parties when they first begin working on the Project site. Review plan procedures and locations established for salvage, recycling, and disposal.

3.2 SEPARATION OF RECYCLABLE WASTE MATERIALS

A. Provide the necessary containers and bins, to facilitate the waste management program, that are clearly and appropriately marked. Prevent contamination of recyclable materials from incompatible products and materials. Separate construction waste at the project site by one of the following methods:

1. Source Separated Method: Waste products and materials, that are recyclable, are separated from trash and sorted into appropriately marked separate containers and then transported to

the respective recycling facility for further processing. Trash is transported to a landfill or incinerator.

2. Co-Mingled Method: All construction waste is placed into a single container and then transported to a recycling facility where the recyclable materials are sorted and processed and the remaining trash is transported to a landfill or incinerator.
3. Other methods proposed by the Construction Manager and approved by the Architect or the Owner.

END OF SECTION

SECTION 018113

SUSTAINABLE DESIGN REQUIREMENTS

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

A. The general provisions of the Contract, including General Conditions and Supplementary

General Conditions and Division I, General Requirements, apply to work specified in this Section, and are hereby made a part of this Section of the Specifications.

1.2 SUMMARY

A. Section Includes:

1. General requirements and procedures for compliance with Connecticut's High Performance Buildings Standard (CHPBS).

a. Comply with the Connecticut Compliance Manual for High Performance Buildings.

b. Refer to Compliance Checklist for State Facilities attached at the end of this Section for the list of credits being pursued.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Section 01 74 19, Construction Waste Management and Disposal.

2. Divisions 01 through 49 sections for CHPBS requirements specific to the work of each of these sections. Requirements may or may not include reference to CHPBS.

1.3 DEFINITIONS

A. Chain-of-Custody Certificates: Certificates signed by manufacturers certifying that wood used to make products was obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship." Certificates shall include evidence that manufacturer is certified for chain of custody by an FSC-accredited certification body.

B. Composite Wood: A product consisting of wood fiber or other plant particles bonded together by a resin or binder

C. Rapidly Renewable Materials: Materials made from plants that are typically harvested within a 10-year or shorter cycle. Rapidly renewable materials include products made from bamboo, cotton, flax, jute, straw, sunflower seed hulls, vegetable oils, or wool.

D. Regional Materials: Materials that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles of project site. If only a fraction of a product or material is extracted/harvested/recovered and manufactured locally, then only that percentage (by weight) shall contribute to the regional value.

E. Recycled Content: The recycled content value of a material assembly shall be determined by weight. The recycled fraction of the assembly is then multiplied by the cost of assembly to determine the recycled content value.

F. "Post-consumer" material is defined as waste material generated by households or by commercial, industrial, and institutional facilities in their role as end users of the product, which can no longer be used for its intended purpose.

G. "Pre-consumer" material is defined as material diverted from the waste stream during the manufacturing process. Excluded is reutilization of materials such as rework, regrind, or scrap generated in a process and capable of being reclaimed within the same process that generated it.

H. Volatile Organic Compounds (VOCs): Any compound of carbon, excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate, which participates in atmospheric photochemical reactions. Compounds that have negligible photochemical reactivity, listed in EPA 40 CFR 51.100(s), are also excluded from this regulatory definition.

1.4 SUBMITTALS

A. General: Submit additional CHPBS submittals required by other specification sections.

B. Project Materials Cost Data: Provide statement indicating total cost for building materials used for project, excluding mechanical, electrical, and plumbing components, and specialty items such as elevators and equipment. Include statement indicating total cost for wood-based materials used for project.

C. CHPBS Action Plans: Provide preliminary submittals within 30 days of date established for commencement of the Work indicating how the following requirements will be met:

1. Construction Waste Management Plan complying with Division 01 Section 01 74 19 "Construction Waste Management and Disposal."
2. Recycled Content Materials List: Indicate cost, post-consumer recycled content, and pre-consumer recycled content for each product having recycled content.
3. Certified Wood Products List: Indicate each product containing certified wood, including its source and cost of FSC certified wood products.
4. Construction Indoor-air-quality Management Plan complying with Division 01 Section 01 57 30 "Indoor Environmental Control."

D. CHPBS Progress Reports: Concurrent with each Application for Payment, submit reports comparing actual construction and purchasing activities with CHPBS action plans for the following:

1. Waste Reduction Progress Reports complying with Division 01 Section 01 74 19 "Construction Waste Management and Disposal."
2. Recycled content.
3. Regional materials.
4. FSC Certified wood products.

E. CHPBS Documentation Submittals:

1. Construction Waste Management Plan: Comply with Division 01 Section 01 74 19 "Construction Waste Management and Disposal."
2. Recycled Content: Product data and certification letter indicating percentages by weight of post-consumer and pre-consumer recycled content for products having recycled content (excluding MEP systems equipment and components). Include statement indicating costs for each product having recycled content, excluding cost of labor and equipment for installation.
3. Regional Materials: Product data indicating location and distance from the project of material manufacturer and point of extraction, harvest, or recovery for each raw material (excluding MEP systems equipment and components). Include statement indicating cost

for each regional material (excluding cost of labor and equipment for installation) and the fraction by weight that is considered regional.

4. Certified Wood Products: Product data and chain-of-custody certificates for products containing certified wood. Include statement indicating cost for each certified wood product (exclusive of labor and delivery costs). Product data should specify certified-wood products were made from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC 1.2 "Principles and Criteria."
5. Adhesives and Sealants: Product data for all field-applied adhesives and sealants used inside the weatherproofing system indicating VOC content of each product used. Indicate VOC content in g/L.

   a. Provide manufacturers' documentation verifying all adhesives used to apply laminates, whether shop-applied or field-applied, contain no urea-formaldehyde.
6. Paints and Coatings: Product data for all field-applied paints and coatings used inside the weatherproofing system indicating VOC content of each product used. Indicate VOC content in g/L.
7. Carpet Systems: Product data for carpet and carpet cushion installed in the building interior indicating that the product complies with the CRI Green Label Plus testing program. Product data for carpet adhesives used in the building indicating VOC content in g/L.
8. Composite Wood, Agrifiber and Wood Glues: Product data for products containing composite wood or agrifiber products or wood glues indicating that they do not contain urea-formaldehyde resin.

PART 2 - PART 2 - PRODUCTS

2.1 RECYCLED CONTENT OF MATERIALS

A. Recycled Content Materials: Provide building materials with recycled content such that post-consumer recycled content plus one-half of pre-consumer recycled content constitutes a minimum of 20 percent of cost of materials used for project.

1. Cost of post-consumer recycled content of an item shall be determined by dividing weight of post-consumer recycled content in the item by total weight of the item and multiplying by cost of the item.
2. Cost of post-consumer recycled content plus one-half of pre-consumer recycled content of an item shall be determined by dividing weight of post-consumer recycled content plus one-half of pre-consumer recycled content in the item by total weight of the item and multiplying by cost of the item.
3. Do not include mechanical and electrical components in the calculation.

2.2 REGIONAL MATERIALS

A. Regional Materials: Provide a minimum of 10 percent of building materials (by cost) that are regional materials.

2.3 CERTIFIED WOOD

A. Certified Wood Products: Provide a minimum of fifty (50%) percent (by cost) of wood-based materials that are produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship."

1. Wood-based materials include, but are not limited to, the following materials when made from wood, engineered wood products, or wood-based panel products:
   a. Rough carpentry.
   b. Miscellaneous carpentry.
   c. Heavy timber construction.
   d. Wood decking.
   e. Metal-plate-connected wood trusses.
   f. Structural glued-laminated timber.
   g. Finish carpentry.
   h. Architectural woodwork.
   i. Wood paneling.
   j. Wood veneer wall covering.
   k. Wood flooring.
   l. Wood lockers.
   m. Wood cabinets.

2.4 LOW-EMITTING MATERIALS

A. Adhesives and Sealants: For field applications that are inside the weatherproofing system, use adhesives, sealants, and sealant primers that comply with the South Coast Air Quality Management District (SCAQMD) Rule #1168 effective July 1, 2005 and the rule amendment dated January 7, 2005.
   1. Aerosol Adhesives: Comply with the requirements of the Green Seal Standard for Commercial Adhesives GS-36 in effect on October 19, 2000.

Table 1: South Coast (SCAQMD) Rule #1168 VOC limits, Less Water and Less Exempt Compounds

Architectural Adhesives Application	VOC Limit (g/L)		Welding & Installation	VOC Limit (g/L)
Indoor Carpet Adhesives	50		PVC welding	510
Carpet Pad Adhesives	50		CPVC welding	490
Wood Flooring Adhesives	100		ABS welding	325
Rubber Floor Adhesives	60		Plastic Cement welding	250
Subfloor Adhesives	50		Adhesive primer for plastic	550
Ceramic tile installation	65		Contact Adhesive	80
VCT and Asphalt Tile Adhesives	50		Special Purpose Contact Adhesives	250
Drywall and Panel Adhesives	50		Structural Wood Member Adhesives	140
Cove base installation	50		Sheet Applied Rubber Lining Operations	850
Multipurpose Construction Adhesives	70		Top and Trim Adhesive	250
Structural Glazing Adhesives	100		Sealants	
Substrates			Architectural	250
Metal to metal	30		Other	420

Plastic foams	50		Sealant Primers	
Porous material (except wood)	50		Porous Architectural Sealant Primer	775
Wood	30		Non-porous Architectural Sealant Primer	250
Fiberglass	80		Other	750

Table 2: Green Seal (GS-36) Aerosol Adhesives VOC Limits

Aerosol Adhesives	VOC Limit
General purpose mist spray	65% VOCs by weight
General purpose web mist	55% VOCs by weight
Special purpose aerosol adhesives (all types)	70% VOCs by weight

B. Paints and Coatings: For field applications that are inside the weatherproofing system, use paints and coatings that comply with the following limits for VOC content:

1. Architectural Paints, Coatings, and Primers Applied to Interior Walls and Ceilings: Do not exceed the VOC content limits established in Green Seal Standard GS-11, Paints, First Edition dated May 20, 1993:
   a. Flats: 50 g/L.
   b. Non-flats: 150 g/L.
2. Anti-corrosive and Anti-rust Paints Applied to Ferrous Metal Substrates: Do not exceed the VOC content limit of 250 g/L established in Green Seal Standard GC-03, Anti-Corrosive Paints, Second Edition dated January 7, 1997.
3. Clear Wood Finishes, Floor Coatings, Stains, Sealers, and Shellacs Applied to Interior Elements: Do not exceed the VOC content limits established in the South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings in effect on January 1, 2004:

Table 3: South Coast Rule #1133 VOC Limits for Architectural Coatings

Applications	VOC Limit (g/L)	Applications	VOC Limit (g/L)
Bond Breakers	350	Mastic coatings	300
Clear Wood Finishes:		Metallic pigmented coatings	500
Varnish	350	Multi-color coatings	250
Sanding Sealers	350	Pigmented lacquer	550
Lacquer	550	Pre-treatment wash primers	420
Clear Brushing Lacquers	680	Primers, sealers and undercoat-ers	200
Concrete-curing compounds	350	Quick-dry enamels	250
Dry-fog coatings	400	Quick-dry primers sealers	
Fire-proofing exterior coatings	350	and undercoats	200
Fire-retardant coatings:		Recycled coatings	250
Clear	650	Rust preventative coatings	400
Pigmented	350	Shellac-Clear	730
Floor coatings	100	Shellac-Pigmented	550

Graphic art (sign) coatings	500	Specialty primers	350
Industrial maintenance (IM) coating	250	Stains	250
High temperature IM coating	420	Waterproofing sealers	250
Zinc-rich IM primers	420 340 100	Waterproofing concrete and masonry sealers	400
Japans/faux finishing coatings	350		
Magnesite cement coatings	450	Wood preservatives	350

C. Carpet Systems:
   1. Carpet: Meet the requirements of the Carpet and Rug Institute's (CRI) Green Label Plus Program.
   2. Carpet Cushion: Meet the requirements of CRI's Green Label Program.
   3. Carpet Adhesive: VOC content of not more than 50 g/L.

D. Composite Wood, Agrifiber and Wood Glues: Do not use composite wood, agrifiber products, or laminating adhesives that contain added urea-formaldehyde resin.

PART 3 - PART 3 - EXECUTION

3.1 REFRIGERANT AND CLEAN-AGENT FIRE-EXTINGUISHING-AGENT REMOVAL

A. CFC Refrigerant Ban or Phase-out Plan: Remove CFC-based refrigerants from existing HVAC&R equipment indicated to remain and replace with refrigerants that are not CFC based. Replace or adjust existing equipment to accommodate new refrigerant as described in Division 23 sections.

B. Eliminate the use of CFCs, HCFCs and Halons: Remove clean-agent fire-extinguishing agents that contain HCFCs or halons and replace with agent that does not contain HCFCs or halons. Refer to Division 21 sections additional requirements.

3.2 CONSTRUCTION WASTE MANAGEMENT

A. Construction Waste Management: Comply with Division 01 Section 01 74 19 "Construction Waste Management and Disposal."

3.3 CONSTRUCTION INDOOR-AIR-QUALITY MANAGEMENT

A. Construction IAQ Management Plan: Comply with SMACNA's "SMACNA IAQ Guideline for Occupied Buildings under Construction."

END OF SECTION

Connecticut High Performance Buildings
Compliance Checklist for Schools

The Green Engineer
Sustainable Design Consulting

Project: **LEARN Early Childhood School**
Address: **51 Daniels Ave. Waterford, CT 06385**
Date: **July, 2026**

				MANDATORY REQUIREMENTS		18
Y				3(a)	Building Commissioning	Req'd
Y				3(b)	Integrated Design Process	Req'd
Y				3(c)	Base Energy Performance 21% Better Than Code (IECC 2015 / ASHRAE 90.1-2013)	Req'd
Y				3(d)	ENERGY STAR Products	Req'd
Y				3(e)	Indoor Air Quality Management Plan	Req'd
Y				3(f)	Water Efficiency	Req'd
Y				3(g)	Recycling of Materials	Req'd
Y				3(h)	Erosion and Sedimentation Control	Req'd
Y				3(i)	No Smoking Policy	Req'd
Y				3(j)	Integrated Pest Management Plan	Req'd
Y				3(k)	CFC Refrigerant Ban or Phase-out Plan	Req'd
Y				3(l)	Minimum Ventilation	Req'd
Y				5(a)	Acoustical Standards	Req'd
Y				5(b)	Properly Locate Outside Air Intakes	Req'd
Y				5(c)	Electronic Ignition on Natural Gas Equipment	Req'd
Y				5(d)	Use of Low VOC Products	Req'd
Y				5(e)	Environmental Site Assessment	Req'd
Y				5(f)	HEPA Vacuuming	Req'd
Yes	M +	M -	No			
6	0	0	5	**ENERGY EFFICIENCY AND RENEWABLE ENERGY**		11
3			3	6(a)(1-6)	Energy Performance 24.5 - 42% Better Than Code	1-6
3				6(a)(7-9)	On-Site Renewable Energy – 3-10%	1
			1	6(a)(10)	Purchase Renewable Energy	1
			1	6(a)(11)	Energy Measurement and Verification Plan	1
Yes	M +	M -	No			
8	0	0	5	**INDOOR ENVIRONMENT**		13
1				6(b)(1)	Install Permanent Indoor Air Monitoring Systems	1
1				6(b)(2)	Provide Increased Outdoor Ventilation	1
			1	6(b)(3)	Building Flushout	1
1				6(b)(4)	Composite Wood and Agrifiber Products	1
1				6(b)(5)	Individual Lighting Control	1
1				6(b)(6)	Individual Thermal Comfort Control	1
			1	6(b)(7)	Building Occupant Survey	1
			1	6(b)(8)	Daylight Contribution	1
1				6(b)(9)	Visual Glazing – Views to the Outdoor Environment	1
			1	6(b)(10)	Mold Prevention	1
1				6(b)(11)	Low VOC Furniture	1
1				6(b)(12)	Isolation of Chemical Use Areas	1
			1	6(b)(13)	Control of Particulates at Pedestrian Entryways	1
Yes	M +	M -	No			

Yes	M +	M -	No			
1	0	0	3	**WATER EFFICIENCY**		4
			1	6(c)(1)	Reduce Total Potable Water Usage by 30%	1
			1	6(c)(2)	Reduce Water Consumption for Landscaping 50%	1
1				6(c)(3)	Eliminate Potable Water Usage for Landscaping	1
			1	6(c)(4)	Reduce Total Potable Water Usage by 50%	1
Yes	M +	M -	No			
5	2	0	6	**RECYCLING, REUSE, AND SUSTAINABILITY**		13
			2	6(d)(1-2)	Maintain Existing Building Structure	1-2
			1	6(d)(3)	Re-use Existing Non-Structural Building Elements	1
2				6(d)(4-5)	Recycle or Salvage Construction & Demolition Debris	1-2
			2	6(d)(6-7)	Use Refurbished, Salvaged, or Reused Materials	1-2
1	1			6(d)(8-9)	Use Recycled Content Materials	1-2
1	1			6(d)(10-11)	Use Local Materials	1-2
			1	6(d)(12)	Use Building Materials Made from Short Harvest Cycle Plants	1
1				6(d)(13)	Use Forest Stewardship Council (FSC) Certified Wood Products	1
Yes	M +	M -	No			
9	0	0	6	**SITE SELECTION AND DEVELOPMENT**		15
			1	6(e)(1)	Re-develop a Local Site	1
			1	6(e)(2)	Select a Site with Public Transportation Access	1
			1	6(e)(3)	Encourage Bicycle Transportation	1
1				6(e)(4)	Encourage Low-Emission Vehicle Use with Preferred Parking	1
			1	6(e)(5)	Encourage Car and Van-pooling	1
1				6(e)(6)	Protect Natural Areas at the Construction Site	1
1				6(e)(7)	Maximize Open Space	1
1				6(e)(8)	Implement a Stormwater Management Plan Reducing Run-off by 25%	1
			1	6(e)(9)	Implement a Stormwater Management Plan that Treats 90% of Annual Rainfall	1
			1	6(e)(10)	Reduce Heat Island Effect Through Landscaping Strategies	1
1				6(e)(11)	Select Roofing Materials to Reduce Heat Island Effect	1
1				6(e)(12)	Reduce Outdoor Light Pollution	1
1				6(e)(13)	Orient Building for Daylighting and Energy Performance	1
1				6(e)(14)	No Building in Floodplain and Sustainable Site Development	1
1				6(e)(15)	Site Building away from External Sources of Excessive Noise	1
Yes	M +	M -	No			
2	0	0	1	**OPERATIONS AND PROCEDURES/ INNOVATION**		3
1				6(f)(1)	Eliminate the use of CFCs, HCFCs and Halons	1
1				6(f)(2)	Innovative high performance feature or technology that exceeds a mandatory requirement or optional measure.	1
			1	6(f)(3)	Curriculum on Sustainable Building Features	1
Yes	M +	M -	No			
31	2	0	26	**PROJECT TOTALS (Strategy Count)**		59

Overall: ***28 required for compliance***

6	*Section A (Energy):*	*1 must be selected*
8	*Section B (IEQ):*	*2 must be selected*
1	*Section C (Water):*	*1 must be selected*
5	*Section D (Materials):*	*2 must be selected*
9	*Section E (Site):*	*2 must be selected*

NEWMAN

October xx, 2026

VENDOR NAME
VENDOR ADDRESS
VENDOR STATE, CITY, ZIP CODE

LEARN Early Childhood School
51 Daniels Ave., Waterford, CT 06385
State Project #245-0090-MAG/N/PF
Phase 4 FF&E, Technology and Play Equipment – Phase 4 of 4
AWARD NOTIFICATION

Dear TBD,

Newman Architects has reviewed, and recommended Proposal #TBD based on the State Contract #TBD to LEARN Regional Education Service Center.

On TBD, the LEARN Regional Education Service Center has approved the recommendation of the Architect and Project Consultant to award the purchase, delivery and installation of various items for the Phase 4 scope of work at the LEARN Early Childhood School, as listed below:

Vendor	State Contract #	Description	Amount
TBD	TBD	Various items	$

LEARN Regional Education Service Center will be issuing purchase orders in the full stated amount, and you will be notified upon issuance.

Finally, to ensure a successful delivery and installation, we will be contacting you to arrange a coordination/scheduling meeting. The products will be received on-site and inspected by the project consultant.

Sincerely,

Katelyn Chapin, Senior Project Manager
475-441-7256
kchapin@newmanarchitects.com

RED THREAD

Quotation

860.528.9981
www.red-thread.com

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
868553	10/21/24		LEA008	Sauvageau, Mary	88814

Quote To

LEARN
44 HATCHETTS HILL ROAD
OLD LYME CT 06371-1512

Ship To

MARGARET ELDREDGE
LEARN
44 HATCHETTS HILL ROAD
OLD LYME CT 06371-1512

Phone +1 (860) 434-4800
Terms NET 30 DAYS

Phone +1 (860) 434-48[illegible]
Sales Location Hartford -Furniture/Services

SAMPLE

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount

Several manufacturers have notified us they are experiencing increased transportation bottlenecks and raw material shortages that could potentially result in extended lead times or near term price increases. While we are monitoring the situation closely, we encourage you to proactively make your purchasing decisions within 30 days of quotation date to avoid possible delays or increases. Under the circumstances our pricing is guaranteed for 30 days from date of quote, but may be subject to subsequent price increases. Please work with your sales representative to ensure we meet your needs. Thanks for allowing us to earn your business.

Pricing per CT State Contract - 16PSX0171
Pricing per CT State Contract - 15PSX0041
Schedule A - Delivered and Installed

Sales Contact
Mary Sauvageau
Cell Ph: (860) 460-2835
msauvageau@red-thread.com

BEG	Subsection	132 Office Teaching and Learning		
1	1	USW[illegible] STEELCASE Worksurface-Straight, Laminate, Plastic edge profile Size: Modular Depth: 18.87500 Width: 72.00000 Top Surface Finish: Woodgrain HPL 2535 - VIRGINIA WALNUT (HPL) Grain Direction: Long Grain Edge Finish: Plastic - PG1 6242 - VIRGINIA	264.96	264.96

This quotation is subject to Red Thread's standard terms and conditions which are available to the accepting party upon request.

Accepted by: _____ Title: _____ Date: _____

Print Name: _____

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)
Office of School Construction Grants & Review (OSCG&R)

CURRENT PREVAILING WAGE RATES

FORM SCG-6000

IN COMPLIANCE WITH SECTION 31-53 OF THE CONNECTICUT GENERAL STATUTES (C.G.S.)

SHALL BE INSERTED

PRIOR TO RELEASE OF DOCUMENTS For BID or PROCUREMENT

ANNUAL ADJUSTMENT OF WAGE RATES

WILL BE AS REQUIRED

PER C.G.S. SECTION 31-55a

If you have questions regarding wages and workplace standards refer to the Department of Labor website: http://www.ctdol.state.ct.us or call 860-263-6000

Rev. 04/24/2017

AIA® Document A751™ – 2019

Invitation and Instructions to Vendors for Quotations for Furniture, Furnishings, and Equipment (FF&E)

INVITATION FOR QUOTATION

The Owner requests a Quotation for the following Project:
(Include a detailed description and location of the Project.)

LEARN Early Childhood School
51 Daniels Ave.
Waterford, CT 06385

The Owner:
(Name, legal status, and address)

LEARN Regional Education Service Center
44 Hatchetts Hill Rd.
Old Lyme, CT 06371

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

Newman Architects PC
265 Church St, 15th Floor
New Haven, Connecticut 06510

Issuing Party and Contact Information
For questions or more information regarding this Invitation and Instructions to Vendors for Quotations, please contact:
(Indicate name of Issuing Party, name of contact for inquiries, and contact information.)

Colliers Project Leaders
Margaret Molnar-Ryan
Margaret.molnarryan@collierseng.com

Quotations are due on or before:
(Indicate the time, day, month, and year)

Refer to Invitation to Bid

Quotations shall be submitted as indicated below:
(Indicate how, such as by website, host site/platform, address for paper copy, or other method Prospective Vendors shall submit their Quotation.)

Refer to Invitation to Bid

Please refer to the attached Instructions to Vendors for Quotations for information about (1) how to receive Quotation Documents, (2) procedures for submitting a Quotation, (3) consideration of Quotations, and (4) Proposed Contract Documents for the Project.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

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INSTRUCTIONS TO VENDORS FOR QUOTATION

TABLE OF ARTICLES

1 DEFINITIONS

2 PROSPECTIVE VENDOR'S REPRESENTATIONS

3 QUOTATION DOCUMENTS

4 QUOTATION PROCEDURES

5 CONSIDERATION OF QUOTATIONS

6 POST-QUOTATION INFORMATION

7 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

ARTICLE 1 DEFINITIONS

§ 1.1 Quotation Documents include the Quotation Requirements and the Proposed Contract Documents. The Quotation Requirements consist of this Invitation and Instructions to Vendors for Quotations, any quotation forms and supplementary instructions identified therein, and Addenda. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Vendor and that Agreement's Exhibits, Drawings, Specifications, all Addenda, and all other documents enumerated in Article 7 of these Instructions.

§ 1.2 Definitions set forth in A151-2019, Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E), or in other Proposed Contract Documents, apply to the Quotation Documents.

§ 1.3 The term "furniture, furnishings, and equipment" is expressed as FF&E throughout this Invitation and Instructions to Vendors for Quotation.

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

§ 1.5 A Quotation is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Quotation Documents. The Work means the all of the Vendor's performance obligations as set forth in the Proposed Contract Documents.

§ 1.6 The Base Quotation is the sum stated in the Quotation for which the Prospective Vendor offers to perform the Work described in the Quotation Documents, to which Work may be added or deleted by sums stated in Alternate Quotations.

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

§ 1.8 A Unit Price is an amount stated in the Quotation as a price per unit for FF&E, or a portion of the Work, as described in the Quotation Documents.

§ 1.9 The Prospective Vendor is the party who is invited to submit a quotation pursuant to this Invitation and Instructions to Vendors for Quotations.

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ARTICLE 2 PROSPECTIVE VENDOR'S REPRESENTATIONS

§ 2.1 By submitting a Quotation, the Prospective Vendor represents that:

.1 the Prospective Vendor has read and understands the Quotation Documents;

.2 the Prospective Vendor understands how the Quotation Documents relate to other portions of the Project, if any, being quoted concurrently, or presently under contract;

.3 the Quotation complies with the Quotation Documents;

.4 the Prospective Vendor has visited the Project premises, if required in the Quotation Requirements, and correlated the Prospective Vendor's observations with requirements of the Quotation Documents;

.5 the Quotation is based upon the FF&E required by the Quotation Documents without exception; and

.6 the Prospective Vendor has read and understands the provisions for liquidated damages, if any, set forth in the Proposed Contract Documents.

ARTICLE 3 QUOTATION DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Prospective Vendors shall obtain complete Quotation Documents, as indicated below, from the Issuing Party designated in this Invitation and Instructions to Vendors for Quotation.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Prospective Vendors shall obtain Quotation Documents.)

§ 3.1.2 Quotation Documents will not be issued directly to sub-vendors or suppliers unless specifically offered in this Invitation and Instructions to Vendors for Quotations, or in supplementary instructions to Prospective Vendors.

§ 3.1.3 Prospective Vendors shall use complete Quotation Documents in preparing Quotations. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Quotation Documents.

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

§ 3.2 Modification or Interpretation of Quotation Documents

§ 3.2.1 The Prospective Vendor shall carefully study the Quotation Documents, shall examine the Project premises if required by the Quotation Requirements, 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 Quotation Documents shall be submitted by the Prospective Vendor in writing and shall be received by the Architect at least seven days prior to the date for receipt of Quotations.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Prospective Vendors shall submit requests for clarification and interpretation.)

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

§ 3.3 Substitutions

§ 3.3.1 Substitutions to FF&E identified in the Quotation Documents shall be as follows:
(Check the appropriate box.)

[ ] The Prospective Vendor may propose substitutions subject to the process, limitations, and requirements in Section 3.3.2

[ ] The Prospective Vendor may not propose substitutions

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If the Owner does not make a selection regarding substitutions, the Prospective Vendor may propose substitutions, subject to the process, limitations, and requirements in Section 3.3.2.

§ 3.3.2 Substitution Process

§ 3.3.2.1 The FF&E described in the Quotation Documents establish a standard of required function, dimension, appearance, performance, and quality to be met by any proposed substitution.

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

§ 3.3.2.3 Prospective Vendors shall submit substitution requests on a substitution request form if one is provided in the Quotation Documents.

§ 3.3.2.4 If a substitution request form is not provided, requests shall include (1) the name of the FF&E specified in the Quotation Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the FF&E proposed as the substitute and relevant product information; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth (1) changes in other materials or equipment, or any other portions of the Work; (2) changes in the work to be performed by others on the Project; and (3) the impact, if any, on a Sustainability Certification, that will result from incorporation of the proposed substitution.

§ 3.3.2.5 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.

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

§ 3.3.2.7 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 Prospective Vendors known by the Issuing Party to have received complete Quotation 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 Quotation Documents are on file.

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

§ 3.4.4 Prior to submitting a Quotation, each Prospective Vendor shall ascertain that the Prospective Vendor has received all Addenda issued, and the Prospective Vendor shall acknowledge their receipt in the Quotation.

ARTICLE 4 QUOTATION PROCEDURES

§ 4.1 Preparation of Quotations

§ 4.1.1 Quotations shall be submitted on the forms included with or identified in the Quotation Documents.

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

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

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

§ 4.1.5 All requested Alternates shall be included in the Quotation. If no change in the Base Quotation is required, enter "No Change" or as otherwise required by the Quotation form.

§ 4.1.6 The Prospective Vendor shall make no stipulations on the Quotation form, nor qualify the Quotation in any manner, except, where two or more Quotations for separately designated portions of the Work have been requested, the Prospective Vendor may state the Prospective Vendor's refusal to accept award of less than the combination of Quotations stipulated by the Prospective Vendor.

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

§ 4.1.8 A Prospective Vendor shall incur all costs associated with the preparation of its Quotation.

§ 4.2 Submission of Quotations

§ 4.2.1 A Prospective Vendor shall submit its Quotation as indicated in the Invitation for Quotation.

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

§ 4.2.3 Quotations shall be submitted by the date and time and at the place indicated in the Invitation for Quotation. Quotations submitted after the date and time for receipt of Quotations, or at an incorrect place, will not be accepted.

§ 4.2.4 The Prospective Vendor shall assume full responsibility for timely delivery or submission of Quotations.

§ 4.2.5 A Quotation submitted by any method other than as provided in this section 4.2 will not be accepted.

§ 4.3 Modification or Withdrawal of Quotation

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

§ 4.3.2 Withdrawn Quotations may be resubmitted up to the date and time designated for the receipt of Quotations in the same format as that established in Section 4.2, provided they fully conform with this Invitation and Instructions to Vendors for Quotations.

§ 4.3.3 After the date and time designated for receipt of Quotations, a Prospective Vendor who discovers that it made a clerical error in its Quotation shall notify the Architect of such error within two business days of the date and time designated for receipt of Quotations, or pursuant to a timeframe specified by the law of the jurisdiction where the

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Project is located, requesting withdrawal of its Quotation. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Quotation shall be withdrawn and not resubmitted.

ARTICLE 5 CONSIDERATION OF QUOTATIONS

§ 5.1 Opening of Quotations

If stipulated in this Invitation and Instructions to Vendors for Quotations, or when otherwise required by law, Quotations properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Quotations may be made available to Prospective Vendors.

§ 5.2 Rejection of Quotations

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

§ 5.3 Acceptance of Quotation (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Prospective Vendor, provided the Quotation has been submitted in accordance with the requirements of the Quotation Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Quotation received and to accept the Quotation 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 Quotation Documents, and to determine the lowest responsive and responsible Prospective Vendor on the basis of the sum of the Base Quotation and Alternates accepted.

ARTICLE 6 POST-QUOTATION INFORMATION

§ 6.1 Submittals

§ 6.1.1 After notification of selection for the award of the Contract, the Prospective Vendor shall, as soon as practicable or as stipulated in the Quotation Documents, submit in writing to the Owner through the Architect:

.1 a designation of the Work to be performed with the Prospective Vendor's own forces;

.2 names of persons or entities proposed for the principal portions of the Work.

§ 6.1.2 The Prospective Vendor 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 Quotation Documents.

§ 6.1.3 Prior to the execution of the Contract, the Architect will notify the Prospective Vendor if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Prospective Vendor. If the Owner or Architect has reasonable objection to a proposed person or entity, the Prospective Vendor may, at the Prospective Vendor's option, withdraw the Quotation or submit an acceptable substitute person or entity. The Prospective Vendor may also submit any required adjustment in the Base Quotation or Alternate Quotation to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted Quotation price or disqualify the Prospective Vendor.

§ 6.1.4 Persons and entities proposed by the Prospective Vendor 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 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 7.1 Copies of the Proposed Contract Documents have been made available to the Prospective Vendor and consist of the following documents:

.1 AIA Document A151™–2019, Standard-Form of Agreement Between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E), unless otherwise stated below.
(If an agreement other than A151-2019 is to be used, insert the complete AIA Document number, including year, and Document title.)

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.2 Building Information Modeling Exhibit, if completed:

.3 Drawings

Number	Title	Date

.4 Specifications

Section	Title	Date	Pages

.5 Addenda:

Number	Date	Pages

.6 Other documents listed below:
(List here any additional documents, such as a Sustainability Plan, that are intended to form part of the Proposed Contract Documents.)

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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)

LEARN Regional Education Service Center
44 Hatchetts Hill Rd.,
Old Lyme, CT 06371

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

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

LEARN Regional Education Service Center
51 Daniels Ave.
Waterford, CT 06385

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

Newman Architects PC
265 Church St, 15th Floor
New Haven, Connecticut 06510

The Owner and Vendor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

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TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 CONTRACT SUM AND PAYMENTS

3 TIME

4 OWNER

5 VENDOR

6 TITLE AND RISK OF LOSS

7 DELIVERY AND INSTALLATION

8 ACCEPTANCE

9 WARRANTIES

10 ARCHITECT

11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

12 PROTECTION OF PERSONS AND PROPERTY

13 INSURANCE

14 CLAIMS AND DISPUTES

15 ENUMERATION OF CONTRACT DOCUMENTS

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.

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§ 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 written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 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 written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 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

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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 a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, 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.)

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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.)

Payments are due and payable 60 days after receipt of the Vendor's invoice, except for amounts disputed in writing by the Owner. Based on the project's need for public committee invoice approval at meetings, invoices shall be submitted no more frequently than once per month. Interest shall not accrue for unpaid invoice balances.

§ 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 per purchase order, 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.

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

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June 14, 2027, unless noted otherwise in the specification 011009 Summary General and Supplementary Conditions

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.

[x] By the following date: August 8, 2027

§ 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)

Margaret Molnar-Ryan, Project Manager
135 New Road, Madison, CT 06443
860-235-5313
Margaret.molnarryan@collierseng.com

§ 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.

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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.

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§ 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. Per C.G.S. Section 31-55A, the wages paid on an hourly basis to any person preforming the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf on each such person to any employee welfare fund, as defined in subsection (i) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wage the amount of payment or contribution for such person's classification on each pay day.

§ 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

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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

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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

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rejected FF&E from the Project premises . 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.

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§ 10.5 The Architect may order minor changes in the Work with prior Owner approval. 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

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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. See Article 15 of this agreement and the Project Manual - "Phase 4 FF&E, Technology and Play Equipment" dated 09/04/26.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

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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.)

Coverage	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

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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

[x] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

To the extent allowed by applicable law, the Owner and Vendor hereby waive trial by jury in any action or proceeding to which the Owner or Vendor may be a party arising out of or in any way pertaining to this agreement or the enforcement thereof. It is agreed and understood that this waiver constitutes a waiver of trail by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not a party to this agreement. This waiver is knowingly, willingly and voluntarily made the the Owner and vendor and each hereby represents that no representations of fact or option have been made by any individuals to induce this waiver of trail by jury or to in any way modify or nullify its effect. Each party further represents that it has had the opportunity to discuss this waiver with independent legal counsel.

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.

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§ 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.

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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 Building Information Modeling Exhibit, if completed:

§ 15.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Project Manual - "Phase 4 FF&E, Technology and Play Equipment" dated 09/04/26 with all addenda and attachments thereto.

Section	Title	Date	Pages

§ 15.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Bid Documents "Phase 4 FF&E, Technology and Play Equipment" dated 09/04/26 with all addenda and attachments thereto.

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

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

Project Manual - "Phase 4 FF&E, Technology and Play Equipment" dated 09/04/26 with all addenda and attachments thereto.

The invitation to bid, all related bid documents, and all modifications and addenda thereto

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

OWNER *(Signature)*	**VENDOR** *(Signature)*
BY:	BY:
(Printed name and title)	*(Printed name and title)*

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INSURANCE REQUIREMENTS

	INSURANCE REQUIREMENTS
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate bodily injury/property damage $1,000,000 Personal and Advertising Injury $2,000,000 Products-Completed operations aggregate The CGL policy must include coverage for: • liability from premises and operations. • liability from products or completed operations. • liability from actions of independent contractors. • liability assumed by contract.
Conditions	All coverage provided to Owner under this section must be primary and non-contributory with any other insurance available to Owner. Owner must be specifically named as "additional insured" on the CGL policy with ISO form CG 20 10 or CG 20 26 or equivalent acceptable to Owner. Owner must *also* be named as "additional insured" for Products/Completed Operations on the CGL policy with form CG 20 37 or equivalent acceptable to Owner. Any Aggregate limit must apply per job/project. The Owner requires that these aggregate limits be maintained by the Construction Manager as required. It is the responsibility of the Construction Manager or it's representative to notify the Owner if ever or whenever claims reduce the General Aggregate below $1,000,000. Products/completed operations must be carried for 2 years after completion of job/acceptance by Owner.
Automobile Liability	$1,000,000 each accident $2,000,000 aggregate for bodily injury/property damage, including hired owned &non-owned vehicles. Limits carried must be sufficient to satisfy required underlying limits for the umbrella policy (see below).
Umbrella Liability	$5,000,000 Limits must be excess over the underlying limits described above. All coverage provided to Owner under this section must be at least as broad as that found in the underlying policies and must be primary and non-contributory with any other insurance available to Owner.
Workers' Compensation	Liability meeting statutory limits mandated by the state and Federal laws with minimum limits of: $500,000 each accident for bodily injury by accident $500,000 each employee for bodily injury by disease $500,000 policy limit for bodily injury by disease Limits carried must be sufficient to satisfy the required underlying limits for the umbrella policy (see below).
Employers Liability	$500,000 each accident Limits carried must be sufficient to satisfy required underlying limits for the umbrella policy (see below).
Professional Liability	$2,000,000 per occurrence/ $5,000,000 aggregate. Maximum deductible $100,000. Extended reporting period for (6) years following termination of this agreement.

SECTION 272100

LAN NETWORK & WI-FI

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Network Active Electronics & Wireless Access Points

1.2 RELATED DOCUMENTS

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

B. Related Drawings:

1. IT – Technology Drawings

1.3 SUMMARY

A. The devices described in this section shall be procured and delivered to the project site and shall match the construction phasing of this project. All timelines are described within the Bid manual phasing schedule.

B. All manufacturer warranties shall start from the installation date and not necessarily the purchase date.

C. Section includes the Local Area Network Active Electronics for the data infrastructure installation.

D. These active electronics shall support the data infrastructure, wireless devices, video surveillance system and the district wide voice system.

E. All data horizontal and backbone cabling infrastructure (fiber and copper) has been installed by others and is NOT part of this bid.

F. Configuration of LAN switches shall be performed by the BOE IT personnel with technical assistance from the Manufacturer.

1.4 SUBMITTALS

A. Pricing for all devices shown within Article 2.2 – BILL OF MATERIAL BOM must be filled out and submitted with this bid proposal and shall include all unit and total pricing.

B. Product Data: For each type of product indicated. Include dimensions and data on features, performance, electrical characteristics, ratings, and finishes.

C. Product Data: Submit manufacturer's technical data, product specifications, installation instructions, and other pertinent information as applicable for each product or material specified.

D. Samples of manufacturer's standard and extended warranties.

E. Equipment List: Include every piece of equipment by model number, manufacturer, serial number, location, and date of original installation.

1.5 QUALITY ASSURANCE

A. Single Source Responsibility: Obtain all materials from one (1) source from a single approved manufacturer for each product required within this specification.

B. All devices procured and delivered, as part of this specification shall be new from the manufacturer. Refurbished devices will not be accepted for this project. The technology consultant will verify all devices prior to delivery and installation of all devices described within this specification.

1.6 DELIVERY, STORAGE AND HANDLING

A. Take care in handling products in accordance with manufacturer's instructions.

B. Store indoors in original undamaged packaging, in a well-ventilated area protected from weather, moisture, soiling, extreme temperatures, and humidity. Store products upright in secure, protected area. Verify with manufacturers that site conditions are acceptable before receiving material.

C. Environmental Conditions: Capable of withstanding the following environmental conditions without mechanical or electrical damage or degradation of operating capability:

1. Interior, Controlled Environment: System components installed in temperature-controlled interior environments shall be rated for continuous operation in ambient temperatures of 36 to 122 deg F (2 to 50 deg C) dry bulb and twenty to ninety percent (20-90%) relative humidity.

1.7 WARRANTY

A. Standard Manufacturer Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of any device and equipment related to operation, and equipment that fail in materials within specified warranty period.

PART 2 - PRODUCTS

2.1 NETWORK ELECTRONICS

A. The selected manufacturer will be JUNIPER NETWORKS.

B. The Category 6A rated horizontal cabling has been furnished and installed by others.

C. All OM4, 50m fiber backbone cabling has been furnished and installed by others.

D. All associated devices and/or licensing required to obtain a fully functional system, whether directly stated within the BOM provided or not, shall be included as part this Bid response.

2.2 WIRELESS ACCESS POINTS

A. The selected manufacturer will be EXTREME NETWORKS, Morrisville, NC 27560.

B. Manufacturer and product numbers are described within the Bill of Material within this section.

C. All wireless access points and associated licenses are to be procured and delivered.

D. All WAP configuration within the LAN shall be performed by the BOE IT personnel with technical assistance from the manufacturer.

2.3 EQUIPMENT – BOM

A. Switches and Firewalls

#	MFG	PART NO.	PRODUCT DESCRIPTION	QTY
1	JUNIPER	EX4400-48MXP	Juniper Networks EX Series EX4400-48MXP - Switch - L3 - managed	3
2	JUNIPER	S-EX-A-C3-3-ND	Juniper Networks Advanced - Subscription license	3
3	JUNIPER	CBL-PWR-C15M-HITEMP-US	PC,AC,US,C15M,2.5M,STRTN5-15-STRT HTC15M	21
4	JUNIPER	JPSU-2000-C-AC-AFO	Juniper Networks - Power supply (plug-in module) - compact, AFO - AC - 2000 Watt	3
5	JUNIPER	EX4100-48MP	Juniper Networks EX Series EX4100-48MP - Switch - L3 - managed - 16 x 100/1000/2.5G (PoE++)	17
6	JUNIPER	CBL-PWR-C13-US-48P	Juniper Networks - Power cable - IEC 60320 C13 to NEMA 5-15	17
7	JUNIPER	JPSU-920-AC-AFO	Juniper Networks - Power supply - redundant (plug-in module) - 920 Watt	17
8	JUNIPER	S-EX-A-C3-3-ND	Juniper Networks Advanced - Subscription license	17
9	JUNIPER	EX-SFP-10GE-SR	Juniper Networks - SFP+ transceiver module - 10GbE - 10GBase-SR - LC multi-mode	12
10	JUNIPER	EX4400-EM-4S	Juniper Networks - Expansion module - Gigabit Ethernet / 10 Gigabit SFP	12
11	JUNIPER	JNP-100G-DAC-1M	Juniper Networks 100G Ethernet DAC Twinex Copper Cable - 100GBase direct attach cable	15
12	JUNIPER	JNP-100G-DAC-3M	Juniper Networks - 100GBase direct attach cable - QSFP28 to QSFP28 - twinaxial -active	4
13	FIREWALLS			
14	Fortinet	FG-401G	Fortigate 400 G Firewall w/ internal storage	1
15	Fortinet	FC-10-FG4H1-131-02-60	Fortigate Firewall License 5yr	1
16	PATCH CORDS			
17		SPECIFY	Patch Cord, CAT 6A, Clear Boot, Blue, 1' - Data Rooms	912
18	INSTALLATION			
19			Installation by contractor & Config By the Owner	1

B. Wireless Access Points

#	MFG	PART NO.	PRODUCT DESCRIPTION	QTY
1	Juniper	MIST-AP17-2S-5Y	MIST AP17 AP BUNDLE,5Y 2SVC SUB	4
2	Juniper	MIST-AP47-2S-5Y	Juniper AP47 - Wireless access point - with 5-year Cloud Subscription	7
3	Juniper	MIST-AP47-2S-5Y	Juniper AP47 - Wireless access point - with 5-year Cloud Subscription	60
4	Juniper	MIST-AP66-2S-5Y	Mist Tri Band Wi-Fi 7 IEEE 802.11 a/b/g/n/ac/ax/be 9.38 Gbit/s Wireless Access Point - Indoor/Outdoor	1
5	Oberon	1021-00	21 in. Skybar™ NEMA 4 Plastic Wi-Fi Access Point Enclosure with Opaque Screw-on Cover (Install in Gym)	2
6		As Required	Category 6A Patch Cord - 1' Lg at AP	71
7		As Required	Active Heatmap of RSSI, Wi-Fi Study	1
8		As Required	Installation & Configuration	71

2.4 CLEANING

A. Remove rubbish and debris: Installation contractor is not allowed you use the onsite dumpster and is responsible to discard their own debris off site.

B. Clean installed items using methods and materials recommended in writing by manufacturer.

END OF SECTION 27 2100

SECTION 273000

PHONE SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Voice System

B. These specifications contain the functional and operational requirements for the new Voice system.

1.2 INTENT

A. This phone system and all handsets shall be procured, configured, and installed as stated within this specification.

B. Integration of this new Phone system shall include integrating with the PA system, which has been installed during the initial phase of work, and shall allow every handset to utilize the PA system. Each handset shall be configured to utilize the PA system per the Owners' direction.

C. General: Provide and install a complete phone system with all specified devices, installation, associated supporting devices, configuration of system, and testing in accordance with this section to provide a complete and functional system.

D. It is the intent of these specifications to procure a fully acceptable, effective and reliable phone system. These specifications recognize the importance of a complete system operation and are not limited to specifying of equipment only. The following are also required from the contractor awarded this section:

1. Prompt delivery and professional installation including service of equipment as specified.
2. Contractor awarded this section must provide, for objective evaluation, references, which clearly state and show the effectiveness of proposed equipment and services.
3. Used products will not be acceptable. The manufacturer must satisfactorily demonstrate that he has supplied and will continue to supply products to avoid the obsolescence of equipment installed in the building.
4. All equipment shall be fully guaranteed for twelve (12) months of the Owner's acceptance of substantial completion. This guarantee shall become effective from the day of installation completion. When in normal operation, if the equipment is found to be below the manufacturer's specification, repair and replacement of equipment shall be provided. Repairs shall be started within twenty-four (24) hours and completed without delay. The installation contractor shall either stock spares or be capable of obtaining all required replacement parts within twenty-four (24) hours.

1.3 APPLICABLE STANDARDS

A. All of the work within the scope of this bid shall be performed in accordance with the applicable state, county and city laws and ordinances. The contractor awarded this section shall be able to obtain all permits and licenses as required in addition to being a licensed contractor. All materials, supplies and equipment being furnished shall be installed in accordance with the latest version of the applicable standards of:

1. OSHA
2. Uniform Building Code
3. Americans with Disabilities Act (ADA)
4. Components of the system shall be of the type approved by Safety and Regulatory Agencies including:

    a. Underwriters' Laboratories (UL), Inc.
    b. Federal Communications Commission (FCC).
    c. Agency approvals and UL Listing declare the system's design, components, and installation shall meet the highest standards.
    d. System installation shall comply with UL 681 and UL 611.

5. The equipment shall comply with Part 68 of the FCC Telephone Requirements Rules.
6. All circuits and equipment shall be installed and protected according to the National Electric Code and any applicable local requirements.

1.4 SUBMITTALS

A. Product Data: Submit manufacturer’s technical data, product specifications, installation instructions, and other pertinent information as applicable for each product or material specified.

B. Operating and Maintenance instructions for each product.

C. Samples of manufacturer’s standard and extended warranties.

D. Equipment List: Include every piece of equipment by model number, manufacturer, serial number, and date of original installation.

1.5 QUALITY ASSURANCE

A. Single Source Responsibility: Obtain all materials from one (1) source from a single approved manufacturer for each different product required.

1.6 DELIVERY, STORAGE AND HANDLING

A. Take care in handling products in accordance with manufacturer’s instructions.

B. Store indoors in original undamaged packaging, in a well-ventilated area protected from weather, moisture, soiling, extreme temperatures, and humidity. Store products upright in secure, protected area. Verify with the manufacturer that site conditions are acceptable before receiving material.

1.7 WARRANTY

A. Standard Manufacturer's Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of any device and equipment related to operation, and equipment that fail in materials or workmanship within specified warranty period.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. The selected manufacturer shall be Mitel.

B. All necessary equipment, cabling, and configurations required for a complete system to accommodate all the phones and users in this town/district is required as part of this section.

C. All patch cords required to connect each new IP phone to the existing Ethernet, 8P8C (RJ45) jack shall be furnished with each new phone as part of this section.

2.2 BILL OF MATERIAL

A. The following bill of material is a guideline for what is minimally required. The voice integrator shall furnish, install, and configure devices required for a fully functional system.

B. The following devices are offered as REFERENCE only. Actual quantities of all devices MUST be verified with the IT drawings.

#	MFG	PART NO.	PRODUCT DESCRIPTION	QTY
1	**MITEL HANDSETS AND LICENSES**			
2	MITEL	50008385	6920w IP Phone with Wall Mount Bundle W	5
3	MITEL	50009437	6940w IP Phone Offices PH-A	48
4	MITEL	50009437	6920w IP Phone Classrooms PH-B	41
5	MITEL	50008271	6970 IP Conference Phone PH-C	1
6	MITEL	50008272	6970 Ext Microphones (2-pack)	1
7			Patch Cords - 10' long	1
8			Installation and configuration	95

PART 3 - EXECUTION

3.1 EXAMINATION

A. Any area that may incur damage of any devices specified within this section must be brought to the attention of the technology consultant.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. The installation contractor awarded this section shall be responsible for replacing all damaged and/or faulty equipment specified within this section up until the Owner's acceptance of substantial completion.

3.2 SYSTEM INSTALLATION

A. The contractor awarded this section is responsible for the Warranty and Support on all phone devices is required.

B. Comply with all manufacturers' recommendations and best practices.

C. The contractor awarded this section shall deliver and unpack all devices specified within this document and dispose of all trash.

D. All device locations must be coordinated and verified by the owner prior to actual installation.

E. All devices within this specification must be installed per the manufacturer's recommended insulation specifications.

F. All cabling shall be properly dressed in a neat fashion that is acceptable to the owner. This shall include Velcro & nylon ty-wraps secured to the furniture so that all cables are properly supported, protected from damage in an aesthetically pleasing fashion.

G. All configuration(s) required to obtain a fully functional system shall be included within this portion of work.

H. The contractor awarded this section shall be responsible for the following:

1. The phone system shall remain fully functional during the entire installation. Any outages shall be coordinated with the town IT department 14 days prior to any outage or cutovers.
2. Installation of licenses required.
3. Testing and verification of phone system.

3.3 SYSTEM STARTUP

1. System and components have been installed and inspected in accordance with the manufacturer's installation instructions.
2. A visual inspection of the system components has been conducted to ensure that defective equipment items have not been installed and that there are no loose connections.
3. All system grounding and transient protection systems have been verified as properly installed and connected, as indicated.

B. Satisfaction of the above requirements shall not relieve the contractor of responsibility for incorrect installations, defective equipment items, or collateral damage as a result of Contractor work/equipment.

3.4 FIELD QUALITY CONTROL

A. Verify that all accessories required for a complete and functional phone system have been properly installed.

B. Verify each phone handset installed has dial-tone and can attain connectivity to the Public address system.

C. Manufacturer's Perform tests and inspections: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including:

1. All Connections
2. Operational Tests: Perform operational system tests to verify that system complies with Specifications. Include all modes of system operation.

3.5 CLEANING

A. Remove rubbish, debris, and waste materials and deposit in dumpster provided on site.

B. Clean installed items using methods and materials recommended in writing by manufacturer.

END OF SECTION 27 3000

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SECTION 276000

CHARGING STATIONS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Charging Stations

1.2 RELATED DOCUMENTS

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

B. Related Drawings:

1. IT – Technology Bid Package

1.3 SUMMARY

A. The new charging stations specified within this section shall minimally support the computers and mobile devices required for this project.

B. Equipment shall be installed throughout the facility as indicated on the IT drawings.

1. The contractor is responsible for providing and coordinating final equipment arrangements, locations, phased activities and construction methods that minimize disruption to the owner’s operations and provide complete and operational systems.

1.4 APPLICABLE STANDARDS

A. All of the work within the scope of this bid shall be performed in accordance with the applicable state, county and city laws and ordinances. The bidder shall be able to obtain all permits and licenses if required. All materials, supplies and equipment being furnished shall be installed in accordance with the latest version of the applicable standards of:

1. OSHA
2. Components of the system shall be of the type approved by Safety and Regulatory Agencies including:

    a. Underwriters' Laboratories (UL), Inc.
    b. Agency approvals and UL Listing declare the system's design, components, and installation shall meet the highest standards.

1.5 SUBMITTALS

A. Pricing for all devices shown within article 2.3 – BILL OF MATERIAL BOM must be filled out and submitted with this bid proposal and shall include all unit and total pricing.

B. Product Data: Submit manufacturer's technical data, product specifications, installation instructions, and other pertinent information as applicable for each product or material specified.

C. Samples of manufacturer's standard and extended warranties.

D. Equipment List: Include every piece of equipment by model number, manufacturer, serial number, location, and date of original installation.

1.6 QUALITY ASSURANCE

A. Single Source Responsibility: Obtain all materials from one (1) source from a single approved manufacturer for each product required within this specification.

B. All devices procured and delivered as part of this specification shall be new from the manufacturer. Refurbished devices will not be accepted for this project. The technology consultant will verify all devices prior to delivery and installation of all devices described within this specification.

1.7 DELIVERY, STORAGE AND HANDLING

A. Take care in handling products in accordance with manufacturer's instructions.

B. Site delivery conditions: there is not a traditional loading dock where a truck can back up to unload heavy equipment. There is a receiving area in the rear of the school where a ramp and/or stairs is available to get from the driveway to the finished floor level.

C. Store indoors in original undamaged packaging, in a well-ventilated area protected from weather, moisture, soiling, extreme temperatures, and humidity. Store products upright in secure, protected area. Verify with the manufacturer that site conditions are acceptable before receiving material.

1.8 WARRANTY

A. Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of any device and equipment related to operation, and equipment that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Unless stated otherwise within product descriptions, The Manufacturer's standard manufacturer's warranty from date of Substantial Completion shall be provided.

PART 2 - PRODUCTS

2.1 CHARGING STATIONS

A. The selected manufacturer shall be Kensington and Belkin.

B. Alternate manufacturers are allowed but must meet all characteristics of the devices specified in Article 2.2A.

C. All devices are to be procured, delivered and installed as indicated under this portion of the specification.

D. All associated devices and/or licensing required to obtain a fully functional system shall be included as part the contractor's bid submittal.

2.2 BILL OF MATERIAL – BOM

A. The following Bill of Materials is meant to assist the bidding integrator with the intent of the system installation. All material and parts not described but required for a fully functional system as stated within this section must be furnished, installed and configured as part of this project.

#	MFG	PART NO.	PRODUCT DESCRIPTION	QTY
1	Kensington	K62880NA	Kensington Universal AC Lock & Charge Station - Grade 2 Only CS1	10
2	Belkin	B2B141	Belkin AC Classroom Charging Station with Fixed Dividers for Laptops and Tablets - Up To 10 Devices - PreK to K Only - CS2	36

PART 3 - EXECUTION

3.1 SECURE ATTACHMENT

A. To ensure proper attachment of Fixtures, Furnishings & Equipment items, including and Technology items, where "items" are attached to wall, ceiling, overhead structure, and/or floor, Contractor 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.

B. The contractor 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 SYSTEM INSTALLATION

1. The Charging Stations shall be delivered to the school and coordinated with the IT personnel from the Board of Education.

B. The contractor awarded this section shall deliver and unpack all devices specified within this document and dispose of all trash.

C. All device locations must be coordinated and verified by the owner prior to actual installation.

D. All devices within this specification must be installed per the manufacturers' recommended insulation specifications.

3.3 CLEANING

A. Remove rubbish and debris: Installation contractor is not allowed you use the onsite dumpster and is responsible to discard their own debris off site.

B. Clean installed items using methods and materials recommended in writing by manufacturer.

END OF SECTION 27 6000

SECTION 280507.23

UNINTERRUPTIBLE POWER SUPPLIES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Uninterruptible Power Supplies (UPS's)

B. Power Distribution Units (PDU's)

1.2 RELATED DOCUMENTS

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

B. Related Drawings:

1. IT – Technology Drawings

1.3 SUMMARY

A. The devices and installation described in this section shall be procured and installed shall match the construction phasing of this project. All is described within the phasing schedule.

B. All manufacturer warranties shall start from the installation date and not necessarily the purchase date.

C. Section includes the UPS and PDU's procurement, installation into the designated Data room and racks described on the IT drawings.

D. These devices should support the Network electronics and servers provided by others.

E. All 19-inch mounting rack and cabinets have been provided by others and are already installed in the facility.

F. The installation integrator awarded this section shall be responsible for the following:

1. Procure UPS's and PDU's.
2. Deliver to the facility address.
3. Coordinated delivery with the construction manager and owner.
4. Install network cards, sensors and other ancillary products defined on the bill of material.
5. Install devices within the designated data room(s) as defined on the IT drawings.
6. Mount devices into the existing data racks per manufacturers requirements and in locations shown on the IT drawings.
7. Power devices to determine devices are in proper working order.
8. Discard of all packing material from the project site.

1.4 APPLICABLE STANDARDS

A. All of the work within the scope of this bid shall be performed in accordance with the applicable state, county and city laws and ordinances. The contractor awarded this section shall be able to obtain all permits and licenses as required in addition to being a licensed contractor. All materials, supplies and equipment being furnished shall be installed in accordance with the latest version of the applicable standards of:

1. OSHA
2. Uniform Building Code
3. Americans with Disabilities Act (ADA)
4. Components of the system shall be of the type approved by Safety and Regulatory Agencies including:

    a. Underwriters' Laboratories (UL), Inc.
    b. Federal Communications Commission (FCC).
    c. Agency approvals and UL Listing declare the system's design, components, and installation shall meet the highest standards.
    d. System installation shall comply with UL 681 and UL 611.

5. All circuits and equipment shall be installed and protected according to the National Electric Code and any applicable local requirements.

1.5 SUBMITTALS

A. Pricing for all devices shown within Article 2.2 – BILL OF MATERIAL BOM must be filled out and submitted with this bid proposal and shall include all unit and total pricing.

B. Product Data: For each type of product indicated. Include dimensions and data on features, performance, electrical characteristics, ratings, and finishes.

C. Product Data: Submit manufacturer’s technical data, product specifications, installation instructions, and other pertinent information as applicable for each product or material specified.

D. Samples of manufacturer’s standard and extended warranties.

E. Operation and Maintenance Data: For devices listed within this specification.

1.6 QUALITY ASSURANCE

A. Single Source Responsibility: Obtain all materials from one (1) source from a single approved manufacturer for each product required within this specification.

B. All devices procured and delivered as part of this specification shall be new from the manufacturer. Refurbished devices will not be accepted for this project. The technology consultant will verify all devices prior to delivery and installation of all devices described within this specification.

C. The contractor’s Quality Assurance Inspector shall conduct a visual inspection of all installations to verify that the installations are in accordance with this section and the manufacturer's specifications. Records of the inspections signed and dated by the Quality Assurance Inspector

shall be provided to the technology consultant. The technology consultant shall be notified by the contractor of any inspection(s) and the technology consultant may elect to participate in any inspection(s). All QC information shall be provided to the owner upon completion.

1.7 DELIVERY, STORAGE AND HANDLING

A. Take care in handling products in accordance with manufacturer's instructions.

B. Store indoors in original undamaged packaging, in a well-ventilated area protected from weather, moisture, soiling, extreme temperatures, and humidity. Store products upright in secure, protected area. Verify with the manufacturer that site conditions are acceptable before receiving material.

C. Environmental Conditions: Capable of withstanding the following environmental conditions without mechanical or electrical damage or degradation of operating capability:

1. Interior, Controlled Environment: System components installed in temperature-controlled interior environments shall be rated for continuous operation in ambient temperatures of 36 to 122 deg F (2 to 50 deg C) dry bulb and twenty to ninety percent (20-90%) relative humidity.

1.8 WARRANTY

A. Standard Manufacturer Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of any device and equipment related to operation, and equipment that fail in materials or workmanship within specified warranty period.

PART 2 - PRODUCTS

2.1 UNINTERRUPTIBLE POWERR SULLPIES (UPS's) & POWER DISTRIBUTION UNITS (PDU's)

A. The selected manufacturer shall be EATON.

B. Other manufacturers will NOT be considered for this product. The district has standardized this product and is expanding upon an existing infrastructure.

C. These UPS's and PDU's shall be installed into 19-inch equipment, 2 or 4-post racks are existing and have sufficient rack space to mount these UPS's and PDU's.

2.2 UPS & PDU – BOM

#	MFG	PART NO.	PRODUCT DESCRIPTION	QTY
1	APC	SRT6KRMXLT	APC Smart-UPS On-Line, 6kVA/6kW, Rackmount 4U, 208V, 2x L6-20R+3x L6-30R NEMA outlets, Network Card+SmartSlot, Extended runtime, W/ rail kit - 4RU - In each Data Room	4
2	APC	SRT3000RMXLA	APC Smart-UPS On-Line, 3kVA, Rackmount 2U, 120V, 8x 5-20R+1x L5-30R NEMA outlets, SmartSlot, Extended runtime, W/ rail kit - 2RU - In MDF	1
3	APC	#AP9571A	Rack PDU, Basic, 1U, 30A, 208V, (10) C13, 250V Rated	4
4	APC	AP9625	APC SmartUPS/SmartUPS RT 2 Post Rail Kits	5

#	MFG	PART NO.	PRODUCT DESCRIPTION	QTY
5	APC	AP9335TH	Temperature & Humidity Sensor	4
6		As Required	Installation, Assembly, Power up, & Configuration	5

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine data room conditions, ceiling, and wall surfaces to assure they are in compliance with requirements and other conditions affecting installation and operation of all devices within this specification.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 SYSTEM INSTALLATION

A. Comply with all manufacturers' recommendations and best practices.

B. The contractor awarded this section shall deliver and unpack all devices specified within this document and dispose of all trash.

C. All device locations must be coordinated and verified by the owner prior to actual installation.

D. All devices within this specification must be installed per the manufacturer's recommended insulation specifications.

3.3 SYSTEM STARTUP

A. The Contractor shall not apply power to the system until after:

1. System and components have been installed and inspected in accordance with the manufacturer's installation instructions.
2. A visual inspection of the system components has been conducted to ensure that defective equipment items have not been installed and that there are no loose connections.
3. All system grounding and transient protection systems have been verified as properly installed and connected, as indicated.
4. Satisfaction of the above requirements shall not relieve the contractor of responsibility for incorrect installations, defective equipment items, or collateral damage as a result of Contractor work/equipment

3.4 FIELD QUALITY CONTROL

A. Verify that accessories required for each unit have been properly installed, level and secured.

3.5 SECURE ATTACHMENT

1. To ensure proper attachment of Fixtures, Furnishings & Equipment items, including and Technology items, where "items" are attached to wall, ceiling, overhead structure, and/or floor, Contractor 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.

2. Contractor 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.

3.6 CLEANING

1. Remove rubbish and debris: Installation contractor shall not use the onsite dumpster and is responsible to discard their own debris off site.
2. Clean installed items using methods and materials recommended in writing by manufacturer.

END OF SECTION 28 0507.23

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