



# Shoreline Clinic Renovation Project

## **ADDENDUM 1**

Date: March 11 16,2023

Project: Fair Haven Community Health  
Shoreline Clinic Renovation Project  
362-374 Grand Ave and 81-87 Woolsey Street  
New Haven, CT

**Bid Due Date: Friday, March 29, 2024 at 1:00 PM**

The following items are revisions, clarifications and additions to the Documents dated January 26, 2024, were issued to Bidders for the Fair Haven Community Health Center's Shoreline Clinic Renovation Project located at 211 W. Main Street, Branford, CT. Costs pertaining to the items contained in this Document shall be included in the Bid submission and will become part of the Construction Contract. Confirmation of receipt of this Addendum is required to be listed on the Bid Form.

### **I. ATTACHMENTS**

- A. Logistics Plan
- B. Pre-Bid Meeting Sign-in Sheet
- C. Modified AIA A105-2017 Contract
- D. Resilient Flooring Clarification Specification
- E. Resilient Flooring Sketch SK-1

### **II. CLARIFICATIONS**

- A. General
  - 1. Bid Form – A forthcoming Addendum 2 will include an allowance for the potential need to provide additional structural support and roof repair for the RTU Alternate. The Addendum will also include responses to any additional questions submitted before the March 15<sup>th</sup> deadline.
  - 2. Contract Administration Platform – The Bid Form will also be revised to provide a line item for each Bidder to identify the administrative software they will be using during construction (i.e., Procore, Aconex, Excel, etc.)



3. The project is tax exempt. A certificate will be provided to the successful Bidder.
4. The Owner will be providing indoor air quality monitoring during construction. The Contractor will be required to adhere to the monitoring requirements.
5. The General Contractor will need to provide a site-specific safety plan as part of their bid.
6. System shutdown requests must be submitted two weeks in advance. Hot work permits are required.
7. Owner-Architect-Contractor meetings will be held weekly. In-person and virtual meetings will be coordinated based on the schedule submitted.

### III. BIDDER QUESTIONS

#### A. General

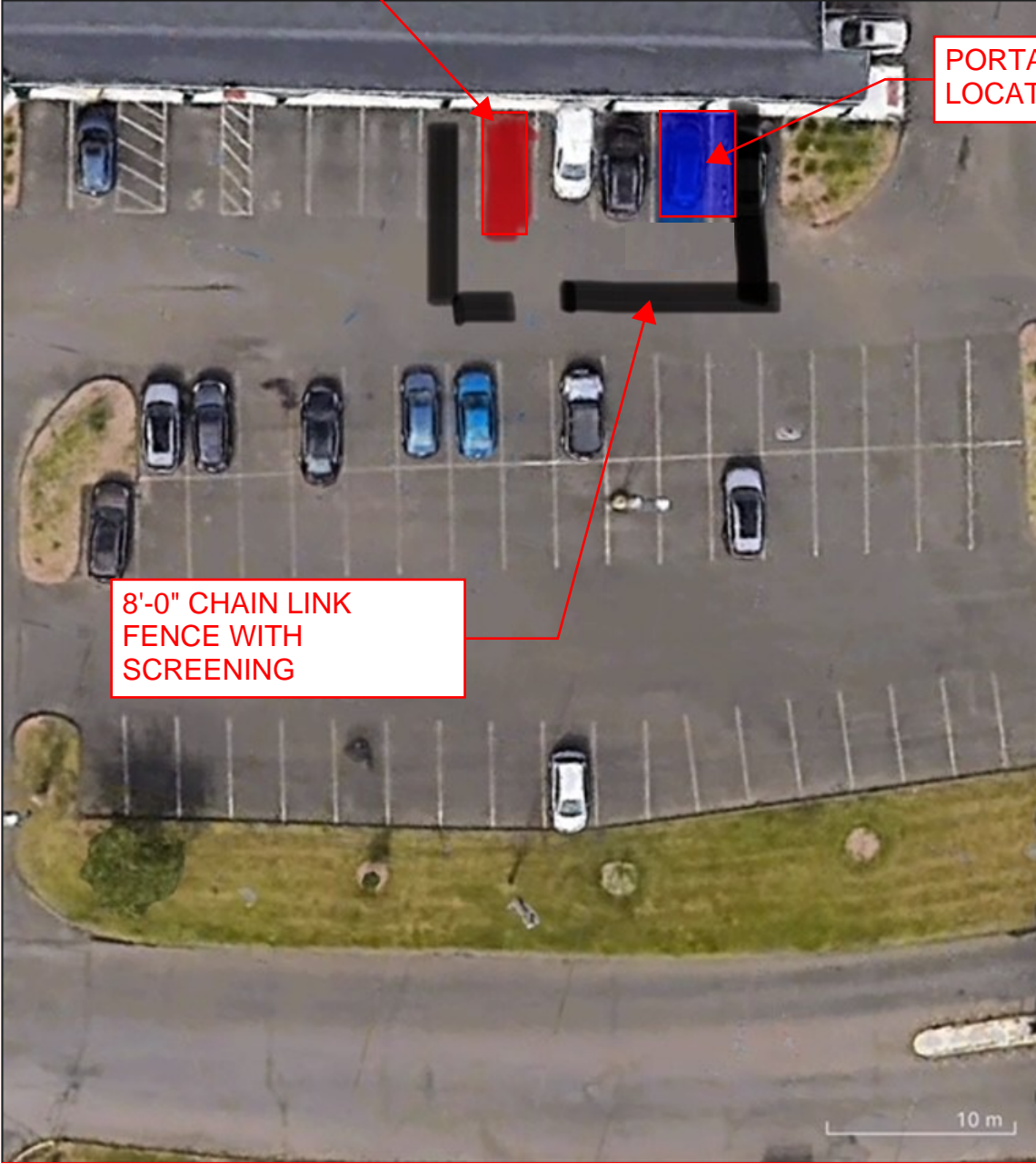
	<b>Question</b>	<b>Response</b>	<b>Contractor</b>
	1. Is prevailing wage rate applicable for this project?	<b>No, prevailing wages are not required.</b>	Nosal
	2. Is Building permit fees waived or by the contractor?	<b>Building permit fees will be paid by the Owner. Subcontractor permit (MEP) fees are to be included in the bid.</b>	Nosal
	3. Are there any liquidated damages on this project?	<b>No, there are no liquidated damages on this project.</b>	Nosal
	4. Please provide retainage if applicable to this project.	<b>Retainage will be 5%.</b>	Nosal
	5. Are there working hour restrictions? Please provide allowed working hours per phase.	<b>Expected work hours are 7:00 am to 7:00 pm, Mondays through Friday. Saturday work is permitted 7:00 am through 3:30 pm. The facility is not open on Saturdays. Hours outside of those listed are permitted with prior approval. Contractor's superintendent must be on site for all work.</b>	Nosal
	6. Would you please advise how the phasing/work hours will work? Are we allowed to piggyback phases and what hours are acceptable for each phase.	<b>See response to #5 above. Phases are anticipated to be completed during the hours listed. FHCHC is open to alternative sequences provided that operations can be maintained during the normal working hours.</b>	PAC

	7. Will a schedule be required to be submitted with the proposal?	<b>An overall schedule listing major milestones should be submitted with the bid. A detailed schedule will be required prior to contract signing.</b>	PAC
	8. Room 121 has sheet vinyl designated for patch & match but there is no spec. Please provide a specification for these materials.	<b>See attachments D and E to this Addendum.</b>	PAC
	9. LVT-1 seems to be used as patch and match in check-in and the corridor. Will we have any idea of how much is actually needed or should we figure the entire scope?	<b>Bidders should assume all new flooring in Corridor 118 after saw cutting and slab patching.</b>	PAC
	10. Please provide a sample draft Modified AIA A105-2017 Standard Short Form of Agreement Between Owner and Contractor for our review.	<b>See Attachment C to this Addendum</b>	PAC

# ATTACHMENT A

DUMPSTER LOCATION

PORTABLE TOILET LOCATION



8'-0" CHAIN LINK FENCE WITH SCREENING

## FHCHC's Shoreline Clinic - Logistics Plan

# ATTACHMENT B

Shoreline Family Health Care Clinic Renovation Project  
 3/6/2024 Potential Bidders Sign in list  
*Non - Mandatory*

General Contractors	Contact	Email	Phone	Email Questions
Total Interiors	Kevin			
Secondino	David Secondino	dave@asecondinoandson.com		
LaRosa	James Uryase	JUryase@larosabg.com		
Hartford Building Company	C2 Claudio Zavarella	hartfordbuildingco@gmail.com	860-922-0177	
Nosal Builders	ROEL LEGASPI Walter Lehner, CPE	ROEL@NOSALBUILDERS.COM wlehner@nosalbuilders.com	203-439-9320 x306	
PAC Group	Paul Campanelli	pcampanelli@pacgroupplc.com		
OR&L Construction Corp	Alrun Hylwa	ahylwa@orlconstruction.com		
Network Design & Construction, Inc.	Jackie Laramie	Jackie.Laramie@ndccorp.com	203-785-5131	Chris Pineda
A. Prete Construction	JP Jonathan Prete	jprete@aprete.com		yes - wages/ CP
Petra Construction	Jessica Parkins	jparkins@petraconstruction.com		X
Milestone Construction	JM Justin	jchaylor@milestonecsllc.com		
Munger Construction	MIKE KIRBY	M.KIRBY@MUNGERCONSTRUCTION.COM		
A&G				
Controlled Air	FRANK LAZARSKI	FLazaruski@controlledair.com	203 809 1875	
RE-TECH	Kaz Behboudi	Kaz@RETECHconstruction.com		
Alloy	Jason Williston	JWilliston@Alloygroup.com	203 687-38	

**DRAFT AIA® Document A105™ - 2017**

**Standard Short Form of Agreement Between Owner and Contractor**

**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)*

«Fair Haven Community Health Clinic, Inc. »« »  
«374 Grand Avenue »  
«New Haven, CT 06513 »  
« »

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

« »« »  
« »  
« »  
« »

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

« Shoreline Family Health Care Clinic Renovation »  
« 221 West Main Street »  
« Branford, CT 06405 »

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

« Quisenberry Arcari Malik, LLC, »« »  
« 195 Scott Swamp Road »  
« Farmington, CT 06032 »  
« »

The Owner and Contractor agree as follows.

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

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

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**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement as modified, signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated «January 26, 2024», and enumerated as follows:

Drawings:

Number	Title	Date

Specifications:

Section	Title	Pages

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages

- .4 Change Orders, Construction Change Directives and orders for minor changes in the Work issued pursuant to Article 10 after execution of this Agreement; and

.5 other documents, if any, identified as follows:

« »

**ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

(Insert the date of commencement if other than the date of this Agreement.)

« »

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

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

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

[ « » ] By the following date: « »

**ARTICLE 3 CONTRACT SUM**

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

« » (\$ « » )

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work: (Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner: (Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows: (Identify each allowance.)

Item	Price

§ 3.5 Unit prices, if any, are as follows: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

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



## ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

*(Insert below timing for payments and provisions for withholding retainage, if any.)*

« All line items of the Contractor's applications for payment shall be subject to retainage of five percent (5%). Upon Substantial Completion and preparation of a punch list, the Contractor may apply for a reduction of retainage to an amount equivalent to two hundred percent (200%) of the monetized value of the punch list. Upon final completion and acceptance by the Owner, the Contractor may apply for a release of all retainage. The Contractor shall not withhold more retainage from its subcontractors than the Owner has withheld from the Contractor. Interest shall not accrue or be payable on retainage. »

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

*(Insert rate of interest agreed upon, if any.)*

« » % « »

§ 4.3 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 8 of this Document, and to satisfy other requirements, if any, which extent beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 4.3.1 The Owner's final payment to the Contractor shall be made in accordance with Section 12.6 of this Document.

## ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 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.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, 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.

§ 5.1.3 The Contractor 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 that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

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

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

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

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

## ARTICLE 6 GENERAL PROVISIONS

### § 6.1 The Contract

The Contract documents form the contract for construction. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.1.1 The terms "approved" or "approval" shall mean approved or approval in writing, unless otherwise indicated.

### § 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and all work which is reasonably inferable therefrom, and includes all other labor, materials, equipment, and services necessary for the proper execution of the Contractor's obligations.

### § 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

### § 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

### § 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below. *(Insert requirements for delivering written notice by email 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.)*

<< >>

## ARTICLE 7 OWNER

### § 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site. The exactness of grades, elevations, dimensions or locations given on any surveys are not guaranteed by the Owner and the Contractor shall satisfy itself as to the accuracy thereof.

§ 7.1.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner has designated below a representative who has authority to bind the Owner with respect to matters requiring the Owner's approval or authorization, and which do not involve a change in the Contract Sum or Contract time, or the voluntary resolution of any claim.

§ 7.1.1.2 The Owner's Representative is:

\_\_\_\_\_  
Colliers Project Leaders  
135 New Road  
Madison, CT 06443

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.1.4 Unless otherwise provided in the Contract Documents the Owner will hire and pay for services including but not limited to independent materials testing and special inspections as determined necessary by the Architect and Owner to verify the compliance of materials and installations with the Contract Documents. These services provided by the Owner may include and are not limited to soils, cast in place concrete, masonry, steel and fireproofing inspections and testing. These services provided by the Owner do not relieve the Contractor of its obligations in Section 15.2.

#### § 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

#### § 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct, remove, replace and/or repair such deficiencies as the Owner deems expedient, and take such action as the Owner deems necessary to regain and/or maintain the schedule. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

#### § 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

### ARTICLE 8 CONTRACTOR

#### § 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.1.3 The Contractor shall arrange for and attend job meetings with the Architect, the Owner's Representative, and such other persons as the Architect may from time to time wish to have present. The Contractor shall be represented by a principal, project manager, general superintendent, or other authorized main office representative, as well as by the Contractor's own superintendent. An authorized representative of any Subcontractor or Sub-Subcontractor shall attend such meetings if the representative's presence is requested by the Architect. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, Change Orders, time schedules and manpower. Any notices required under the Contract may be served on such representatives. The recording of minutes for these job meetings and their timely distribution to the Owner and Architect shall be the responsibility of the Contractor unless agreed otherwise by the Owner, Architect and Contractor.

§ 8.1.4 RFIs shall be submitted in a timely manner so as to cause no delay in the progress of the Work, and to allow adequate time for review and response prior to the date on which the Contractor's current schedule of submittals requires a subsequent submittal which is dependent on the information requested. Unless another period of time is reasonably requested and agreed to at the time of submittal, the Architect shall respond to each RFI within not more than ten (10) days after receiving it. It is understood that larger, more complicated RFIs shall require more than ten (10) days to review and respond, but shall be a reasonable amount of time as mutually agreed at time of submission. RFIs shall be sequentially numbered and logged and tracked by the Contractor regardless if the source of the RFI was from the Contractor or Owner.

## § 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's approval a Contractor's construction schedule that clearly indicates significant milestones in the Work, project phasing, and other related project activities, such as furniture and equipment deliveries, move-in activities, training, punch list, and cleaning. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

## § 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall perform, supervise and direct the Work in a first-class and workmanlike manner, using the Contractor's best skill and attention, in observance of the best practices of the applicable trades, and in accordance with all applicable federal, state and municipal laws, statutes, regulations, ordinances, codes, rules, rulings, decisions, orders, interpretations and judgments of governmental authorities relating to the Work (Applicable Law"). The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.3.3 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its subcontractors.

§ 8.3.4 The Contractor shall be responsible for coordinating, scheduling, notifying and cooperating with the independent materials testing and special inspections services hired and paid for by the Owner as outlined in Section 7.1.4.

§ 8.3.5 The Contractor shall only use specifically assigned areas for parking, storage of materials, and construction operations unless other areas are authorized by the Owner. The Contractor shall comply with any and all local, municipal and state regulations regarding use of and parking on public streets.

§ 8.3.6 The Contractor shall arrange for and attend weekly job meetings with the Architect, the Owner's Project Manager, and such other persons as the Architect may from time to time wish to have present. The Contractor shall be represented by a principal, project manager, general superintendent, or other authorized main office representative, as well as by the Contractor's own superintendent. An authorized representative of any Subcontractor

or Sub-Subcontractor shall attend such meetings if the representative's presence is requested by the Architect. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, Change Orders, time schedules, and manpower. Any notices required under the Contract may be served on such representatives. The recording of minutes for these job meetings and their timely distribution to the Owner and Architect shall be the responsibility of the Contractor unless agreed otherwise by the Owner, Architect and Contractor.

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

#### § 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall furnish, install and pay for labor, materials, equipment, systems, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, fully tested and approved.

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

§ 8.4.3 The possession or use of drugs or alcohol on or about the Project site is strictly prohibited. Smoking is strictly prohibited at the Project site outside of designated smoking areas.

§ 8.4.4 While working in occupied areas, the Contractor shall conduct all Work so as to maintain the privacy of the Owner's operations, invitees, students and staff.

§ 8.4.5 The Contractor shall require each worker to dress appropriately in a clean, neat and professional manner and to conduct themselves with respect and courtesy.

§ 8.4.6 The Contractor shall control the volume of communication radios and loudspeakers to avoid creating a nuisance.

§ 8.4.7 All forms of lewdness and sexual harassment including: touching, whistling, sexually explicit jokes, drawings, photos, representations, exhibitionism and all other sexually oriented offensive behavior is strictly prohibited.

§ 8.4.8 Lethal and non-lethal weapons, ammunition and firearms of all types (excluding appropriate knives, tools, and equipment used for performance of Work) are prohibited on the Owner's premises or the Project at all time. The Owner may require the immediate and permanent dismissal from the Project of any persons found in possession of such weapons, even if properly permitted.

§ 8.4.9 The Contractor may make substitutions only with the approval of the Owner, after evaluation by the Architect and in accordance with a Change Order.

#### § 8.5 Warranty

§ 8.5.1 The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 8.5.2 Except when a longer warranty time is specifically required by the Contract Documents or Applicable Law, all warranties shall be for a period of twelve (12) months from the date of Substantial Completion of the entire Project, and shall be in form and content consistent with industry standards. The Contractor's warranty shall be in addition to and not in limitation of any other warranty or remedy required by law of the Contract Documents.

#### § 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed. The Owner is tax exempt under Internal Revenue Code Section 501(c)(3). The tax on the sale of materials



or supplies that are exempt from tax under Applicable Law and regulations shall not be included as part of the price for any Work performed or included in an application for payment. A tax exemption certificate is available from the Owner for purchases pertaining to the Project. In addition, the Contractor and subcontractors shall pay any and all compulsory taxes required or which may be imposed by any governmental agency, as applicable.

### **§ 8.7 Permits, Fees and Notices**

**§ 8.7.1** The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

**§ 8.7.2** The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to Applicable Law, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

**§ 8.7.3** All notices required under this Agreement shall be in writing and shall be delivered at the addresses set forth on the first page of this Agreement.

### **§ 8.8 Submittals**

**§ 8.8.1** The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents. The Contractor shall prepare and keep current, for the Owner's and Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect fourteen (14) calendar days to review submittals.

**§ 8.8.2** Prior to submission, the Contractor shall review submittals and verify that the information contained therein is coordinated with the field conditions and the requirements of the Contract Documents. Any intended deviation from the requirements of the Contract Documents shall be conspicuously identified.

**§ 8.8.3** The Contractor shall perform no portion of the Work for which the Contract Documents require an approved submittal until the respective submittal has been approved by the Architect.

### **§ 8.9 Use of Site**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

### **§ 8.10 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

### **§ 8.11 Cleaning Up**

The Contractor shall, on a daily basis, keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials. If the Contractor fails to clean up as provided herein, the Owner may do so and at the expense of the Contractor.

### **§ 8.12 Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its trustees, directors, officers, agents and employees from and against all claims, damages, losses, liabilities, obligations, costs, fines, penalties, expenses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys and other professionals and court and dispute resolution costs), arising out of or resulting from performance or lack performance of the Work, to the extent caused by any violations of Applicable Law, breach of contract, negligent act or omission, or intentional misconduct of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

## ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

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

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

## ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor on the basis reasonable expenditures and savings of those performing such change, plus reasonable overhead and profit not to exceed: (a) fifteen percent (15%) for Work performed solely by the Contractor's own forces; or (b) a maximum cumulative mark-up of twenty percent (20%) for Work performed by a subcontractor of any tier.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

§ 10.3.1 Proposed changes in the Work requested during the construction period shall be priced by the Contractor and submitted to the Architect for review, in such form as the Architect may require, within five (5) calendar days following the Contractor's receipt of the request. The proposal shall indicate the quantity and unit cost of each item of materials, and the number of hours of work and hourly rate for all labor costs chargeable under the terms of this Article. Unit labor costs for the installation of each item of materials shall be shown if required by the Architect. The Contractor shall promptly revise and resubmit such proposal if the Architect determines that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors. If required by the



Architect, in order to establish the exact cost of new Work added or previously required Work omitted, the Contractor shall obtain and furnish to the Architect bona fide proposals from recognized suppliers for furnishing any material included in such Work. Such proposals shall be furnished at the contractor's expense. The Contractor shall state in the proposal any extension of time required for the completion of the Work if the change or extra work is ordered.

§ 10.3.2 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their property can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor, materials and Subcontracts. In no case will a change be approved without itemization. No claim for delay shall be valid unless such itemization has been submitted in a timely manner.

§ 10.4 A Change Order constitutes a final settlement of all matters relating to the change that is the subject of the Change Order including without limitation all direct and indirect costs associated with such change, overhead, profit, charges, costs, expenses and adjustments to the Contract Sum and Contract Time.

## ARTICLE 11 TIME

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

§ 11.2 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, or by unforeseeable labor disputes, fire, unavoidable unusual delay in deliveries, or unavoidable casualties, the Contract Time shall be subject to equitable adjustment.

§ 11.3.

## ARTICLE 12 PAYMENTS AND COMPLETION

### § 12.1 Contract Sum

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

§ 12.1.2 The Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule shall be used as a basis for reviewing the Contractor's Applications for Payment.

### § 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be notarized and supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.2.3 As a condition precedent to any payment obligation of the Owner as to an application for payment, the Contractor shall furnish releases or waivers of lien in a form reasonably satisfactory to the Owner from the Contractor and any persons or entities that furnished services, labor, materials or equipment to the Project through the date covered by the preceding applications for payment, and excluding any permitted retainage and unresolved claims previously made in writing and submitted in accordance with the Contract Documents.

§ 12.2.4 Each Application for Payment shall include a statement identifying all authorized directives for extra work, including pending changes an authorized changes in the Work, and showing with respect to each: (a) the date of initiation; (b) the status; (c) the costs associated with its performance; and (d) a description of any work completed.

### § 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

### § 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

### § 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The Work will not be considered suitable for Substantial Completion review, and the Contractor shall not be deemed to have achieved Substantial Completion until: (i) to the extent reasonably required, the Contractor has instructed Owner's personnel in the operation of all systems and equipment; (ii) the Contractor has arranged for and obtained all designated or required governmental inspections and certifications necessary for legal use and occupancy of the completed Project, including without limitation, a permanent or temporary certificate of occupancy for the Project; (iii) the premises have been cleaned as per Section 8.11, and (iv) only minor items remain to be corrected or completed that have no significant interference with the Owner's use of the Work.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

### § 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment. The Work will not be considered suitable for final review, and the Contractor shall not be deemed to have achieved final completion until all Project systems included in the Work have been started up, tested and commissioned, and are operational as designed and scheduled.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

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

#### ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining, supervising, and ensuring compliance with all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall, to the exclusion of the Owner, exercise control over the Project site and shall be exclusively responsible for managing, superintending, directing and overseeing the conduct of persons and entities performing of the Work. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

#### ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work that is defective or fails to conform to the requirements of the Contract Documents, or rejected by the Architect or Owner, whenever discovered. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, or such longer period of time under a special warranty required by the Contract Documents, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

§ 14.4 Nothing contained in this Article 14 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of warranty periods for the correction of Work relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

#### ARTICLE 15 MISCELLANEOUS PROVISIONS

##### § 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

##### § 15.2 Tests and Inspections

§ 15.2.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Owner will also hire and pay for services as outlined in section 7.1.4, from which reports will be forwarded to the Contractor. The Contractor shall give the Architect and Owner timely notice of when and where tests and inspections are to be made so that the Architect and Owner may observe such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 15.2.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 15.2.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect and Owner of when and where tests and inspections are to be made so that the Architect and Owner may observe such procedures. Such costs, except as provided in Section 15.2.3 shall be at the Owner's expense.

**§ 15.2.3** If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense, including testing and costs related to remedial work.

### **§ 15.3 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

### **§ 15.4 Non-Waiver**

Failure to insist upon strict compliance with any terms, covenants or conditions hereof will not be deemed a waiver of such terms, covenants or conditions, nor will any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time.

### **§ 15.5 Integration**

This Agreement contains the entire agreement between the parties concerning its subject matter and supersedes all oral or written agreements, negotiations, correspondence, documentation, and statements made before its acceptance and execution.

## **ARTICLE 16 TERMINATION OF THE CONTRACT**

### **§ 16.1 Termination by the Contractor**

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

### **§ 16.2 Termination by the Owner for Cause**

**§ 16.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

**§ 16.2.2** When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

**§ 16.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 16.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

**§ 16.2.5** In the event that it shall be determined by a final decision-maker that a termination under this § 16.2 was wrongful or not justified, such termination shall be conclusively deemed to be a termination for convenience by Owner under § 16.3.

### **§ 16.3 Termination by the Owner for Convenience**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

### «§ 17.1 Claims

#### § 17.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term “Claim” also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

#### § 17.1.2 Notice of Claims

Claims by either the Owner or Contractor must be initiated by written notice to the other party. Claims by either party must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Failure by the Contractor to give such notice within the time specified shall greatly prejudice the Owner, and the failure to submit proper and timely notice shall constitute a waiver and abandonment of such Claim.

#### § 17.1.3 Continuing Contract Performance

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

#### § 17.1.4 Claims for Additional Cost

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

#### § 17.1.5 Claims for Additional Time

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

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

### § 17.2 Mediation

§ 17.2.1 All Claims, disputes and other matters in controversy arising out of or related to the Contract shall be subject to mediation, administered by the American Dispute Resolution Center in accordance with its rules then in effect, as a condition precedent to arbitration.»

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

### § 17.3 Arbitration

§ 17.3.1 All Claims, disputes and other matters in controversy arising out of or related to the Contract shall be subject to arbitration, administered by the American Dispute Resolution Center in accordance with its rules then in effect. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 17.3.1.1 A demand for arbitration shall be made no later than the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 17.3.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with Applicable Law in any court having jurisdiction thereof.

§ 17.3.3 Either party, at its sole discretion, may include by consolidation or joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

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

*(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)*

« »

OWNER (Signature)

« »« »

*(Printed name and title )*

CONTRACTOR (Signature)

« »« »

*(Printed name and title )*

LICENSE NO.:

JURISDICTION:





# ATTACHMENT D



ColorArt™ Medintech®  
Homogeneous Sheet



WS102  
WP165



84163 almond

WS107  
WP515

84515 golden glow



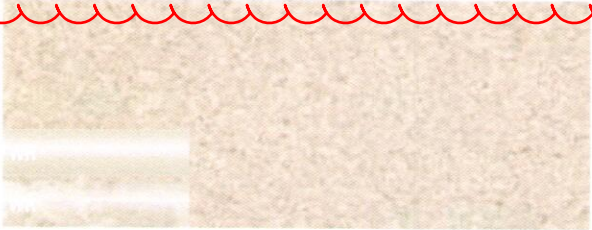
WS117  
WP950

84950 carthamus champagne



WS101  
WP129

84129 oatmeal



WS118  
WP970

84970 brushed sand



WS110  
WP660

84660 ambrosia



WS105  
WP390

84390 desert gold



WS108  
WP526

84526 sandalwood



WS111  
WP672

84672 cocoa natural



**HOMOGENEOUS SHEET**

**COLORART™ Medintech®, Medintone™**



**Material**

An unbacked, nonlayered, homogeneous sheet vinyl flooring. Protected by a UV-cured, high performance cultured diamond-infused polyurethane finish, the colors and pattern detail are dispersed uniformly throughout the thickness of the product. Color pigments are insoluble in water and resistant to cleaning agents and light.

**Size**

6 ft. 7 in. (2.0 m) up to 98.4 ft. (30 m)

**Gauge (nominal thickness)**

0.080 in. (2.0 mm) overall (nominal)  
0.080 in. (2.0 mm) wear layer (nominal)

**Limitations**

Medintech™ and Medintone™ with Diamond 10™ Technology coating should not be used in the following areas:

- Heavy industrial and exterior areas.
- Commercial kitchens and commercial food processing areas.
- Where pointed spikes such as golf or track shoes will be used.

**NOTE:** Concentrated static and dynamic loads such as hospital beds, roll-out bleachers, portable x-ray machines, etc., may visibly damage resilient as well as other types of floor coverings. For questions regarding product suitability and detailed instructions for floor preparation and installation in these applications, please contact Armstrong Flooring.

**Suitable for Application Over**

- Concrete, terrazzo and other dry, structurally sound monolithic subfloors, which are suspended, on grade or below grade.
- Suspended wood subfloor construction with approved wood underlayments; and a minimum of 18 in. (45.72 cm) well-ventilated air space below.
- Most metal floors and most existing single-layer resilient floors on approved underlayments.
- Radiant-heated subfloors with a maximum surface temperature of 85° F (29° C).

**Unsuitable for Application Over\***

- Subfloors where excessive moisture or alkali is present.
- Sleeper-constructed wood subfloors, on grade or below grade.
- Lightweight aggregate concrete subfloors having a density of less than 90 lbs. per cu. ft. (1442 kg/m<sup>3</sup>) or cellular concrete having a plastic (wet) density less than 100 lbs. per cu. ft. (1602 kg/m<sup>3</sup>) [94 lbs. per cu. ft. (1506 kg/m<sup>3</sup>) dry weight], or concrete having a compressive strength of less than 3500 psi (24 MPa). Concrete slabs with heavy static and/or dynamic loads should have higher design strengths and densities calculated to accommodate such loads.

Concrete curing agents, sealers, hardeners or parting agents should be removed.

\*This does not necessarily indicate everything that you cannot install over.

**TECHNICAL DATA**

**Shipping Weight**

Approximately 5.62 lbs./sq. yd. (3.05 kg/sq. m)

**Gloss (typical value)**

60 degrees specular, approximately 5-16

**International Specifications**

ASTM F1913, ISO 10581, Type I

Meets requirements for product thickness, wear layer thickness, size, squareness, residual indentation, resistance to chemicals and resistance to light and heat.

**Static Load Limit**

750 lbs./sq. in. (52.73 kg/cm<sup>2</sup>)  
ASTM F970

**NOTE:** Floors should be protected from sharp-point loads and heavy static loads. High-heeled traffic [1000 psi (70.3 kg/cm<sup>2</sup>) or more] may visibly damage wood, resilient and other floor coverings. For questions regarding product suitability and detailed instructions for floor preparation and installation in these applications, please contact Armstrong Flooring.

**Fire Test Data**

ASTM E 648 Flooring Radiant Panel Critical Radiant Flux – 0.45 watts/cm<sup>2</sup> or more, Class I  
ASTM E 662 Smoke Chamber Specific Optical Smoke Density – 450 or less  
CAN/ULC S102.2

Flame Spread Rating – 15  
Smoke Developed Classification – 90

Numerical flammability ratings alone may not define the performance of the product under actual fire conditions. These ratings are provided only for use in the selection of products to meet the specified limits.

**INSTALLATION**

**Job Conditions**

Subfloors/underlays should be dry, clean and smooth. They shall be free of dust, solvents, varnish, paint, wax, oil, grease, residual adhesive, adhesive removers, permanent markers and other foreign materials that might affect the adhesion of resilient flooring or cause a discoloration of the flooring from below.

Spray paints, permanent markers and other indelible ink markers must not be used to write on the back of the flooring material or used to mark the concrete slab as they could bleed through, telegraphing up to the surface and permanently staining the flooring material. If these contaminants are present on the substrate they must be mechanically removed prior to the installation of the flooring material.

Moisture testing must be performed on all concrete slabs regardless of their age or grade level, including areas where resilient flooring has already been installed. Moisture Vapor Emission Rate (MVER) using Calcium Chloride (ASTM F 1869) and/or percent internal relative humidity (ASTM F 2170) tests must be conducted in strict accordance with the most current edition of the ASTM test method. Following are Armstrong Flooring's maximum allowable moisture limits:

When using S-599 Adhesive, moisture test results shall not exceed a MVER of 5.0 lbs./1000 sq. ft./24 hours per ASTM F 1869 and/or 85% RH per ASTM F 2170.

When using S-543 Adhesive, moisture test results shall not exceed a MVER of 5.0 lbs./1000 sq. ft./24 hours per ASTM F 1869 and/or 90% RH per ASTM F 2170.

When using Flip™ Spray Adhesive, moisture test results shall not exceed 90% RH per ASTM F 2170.

When using S-240 Epoxy Adhesive, moisture test results shall not exceed a MVER of 8.0 lbs./1000 sq. ft./24 hours per ASTM F 1869 and/or 90% RH per ASTM F 2170.

On installations where both the Moisture Vapor Emission Rate and percent internal relative humidity tests are conducted, results for both tests shall comply with the allowable limits listed above.

Before installation, concrete floors should also be tested for pH following procedures in ASTM F 710. When testing for pH, the allowable readings for the installation of Armstrong homogeneous sheet flooring are 5 to 9 when using S-599 and/or S-240 and 5 to 11 when using S-543 or Flip Spray Adhesive.

Bond Tests should also be conducted for compatibility with the substrate.

Temperature shall be maintained at a minimum of 65° F (18° C) and a maximum of 100° F (38° C) for 48 hours prior to installation, during installation and 48 hours after completion when using S-599, S-543 and Flip Spray Adhesive. When using S-240, the temperature shall be maintained at a minimum of 65° F (18° C) and a maximum of 85° F (29° C) for 48 hours prior to installation, during installation and 48 hours after completion. A minimum temperature of 55° F (13° C) shall be maintained thereafter. Condition all flooring materials and adhesives to room temperature for at least 48 hours prior to starting installation. Protect all materials from the direct flow of heat from hot-air registers, radiators, or other heating fixtures and appliances.

**Procedure**

Medintech and Medintone must be installed full spread using Armstrong S-599 Adhesive, S-543 High Moisture Adhesive or Flip Spray Adhesive with the option to use S-580 Adhesive in flash cove areas. Seams must be heat welded or sealed with Armstrong S-761 Seam Adhesive. In areas with heavy concentrated static or dynamic loads, it may be necessary to install with S-240 High Performance Epoxy Flooring Adhesive or Flip Spray Adhesive.

Detailed installation instructions can be found at [ArmstrongFlooring.com/commercial](http://ArmstrongFlooring.com/commercial).

**MAINTENANCE**

Medintech and Medintone homogeneous sheet flooring with Diamond 10™ Technology coating is manufactured with a high performance, hydrophobic, urethane finish that provides outstanding scratch and scuff resistance, improved maintenance characteristics and maintenance options for the end-user. Where applicable, the hydrophobic properties require the one-time use of sodium hydroxide-containing floor strippers to ensure wet out and adequate adhesion of field-applied acrylic floor polishes/finishes. To promote wet out of disinfectant cleaners, scrub the floor with Armstrong S-485 Commercial Floor Cleaner prior to the first application of disinfectant cleaner or strip the floor with floor strippers that contain sodium hydroxide to activate the surface.

**Initial Maintenance Immediately After Installation**

- Sweep, dust mop or vacuum the floor thoroughly to remove all loose dust, dirt, grit and debris.
- Remove any dried adhesive residue with a clean, white cloth dampened with mineral spirits, carefully following warnings on the container.
- Damp mop the floor with a properly diluted neutral (pH 6 to 8) detergent solution such as Armstrong S-485 Commercial Floor Cleaner. Do not wet mop, wash or scrub the floor for at least five days after installation. This is to prevent excess moisture from interfering with the adhesive bond.

Before applying polish, it will be necessary to first scrub the floor with a properly diluted neutral cleaner using a floor machine fitted with an appropriate scrubbing brush (aggressiveness equivalent to 3M™ red pad).

**Preparation for Commercial Use and On-going Maintenance**

For important and detailed maintenance information on polish application, the use of disinfectant cleaners and on-going maintenance recommendation, refer to the ColorArt Medintech and Medintone Flooring Maintenance Recommendations and Options, FP7440F9511, or contact Armstrong Flooring at 1 888 276 7876.

**WARRANTIES**

**Limited Warranty**

Armstrong Flooring warrants its regular (first quality) commercial floors to be free from manufacturing defects and warrants the installation integrity for 10 years from the date of purchase, if installed according to the installation and maintenance instructions at [floorexpert.com](http://floorexpert.com). This limited warranty extends only to the original end-user. See Armstrong Flooring Commercial Floor Limited Warranty at [floorexpert.com](http://floorexpert.com) for warranty details, limitations and exclusions.

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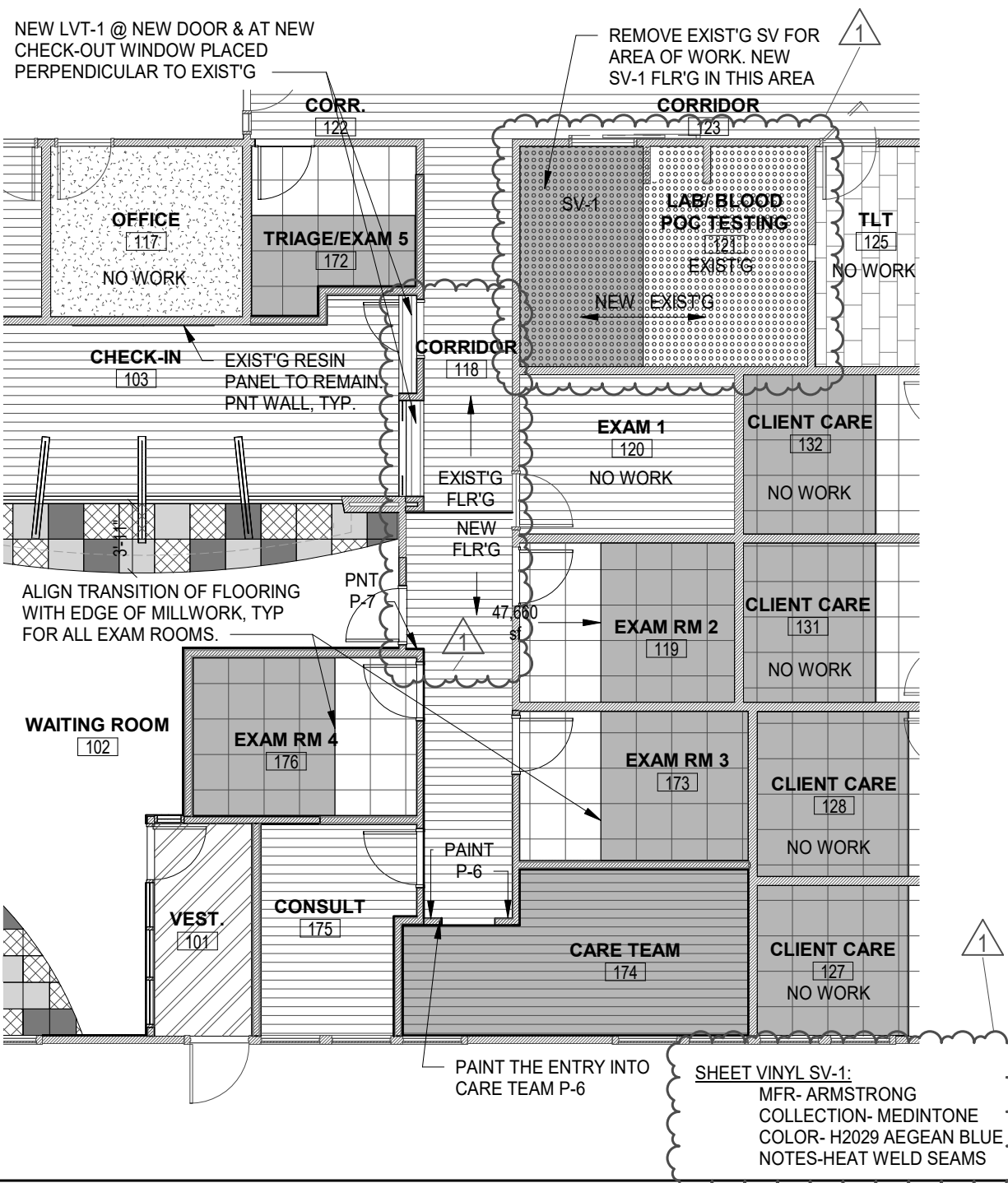
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\*Refer to the 2016 Product Guide (FP7440F4249) for a quick reference on the product performance, design and sustainability icons.



# ATTACHMENT E



## REVISED FLOOR FINISHES PLAN

	FAIR HAVEN COMMUNITY HEALTH CARE SHORELINE FAMILY HEALTH CARE RENOVATIONS  <b>ADDENDUM #1</b>	Issue Date: MARCH 11, 2024	
		Sheet #: <h1 style="margin: 0;">SK-1_A4.0</h1>	
		State Project #: 2387	Drawn By: <b>MSS</b>

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