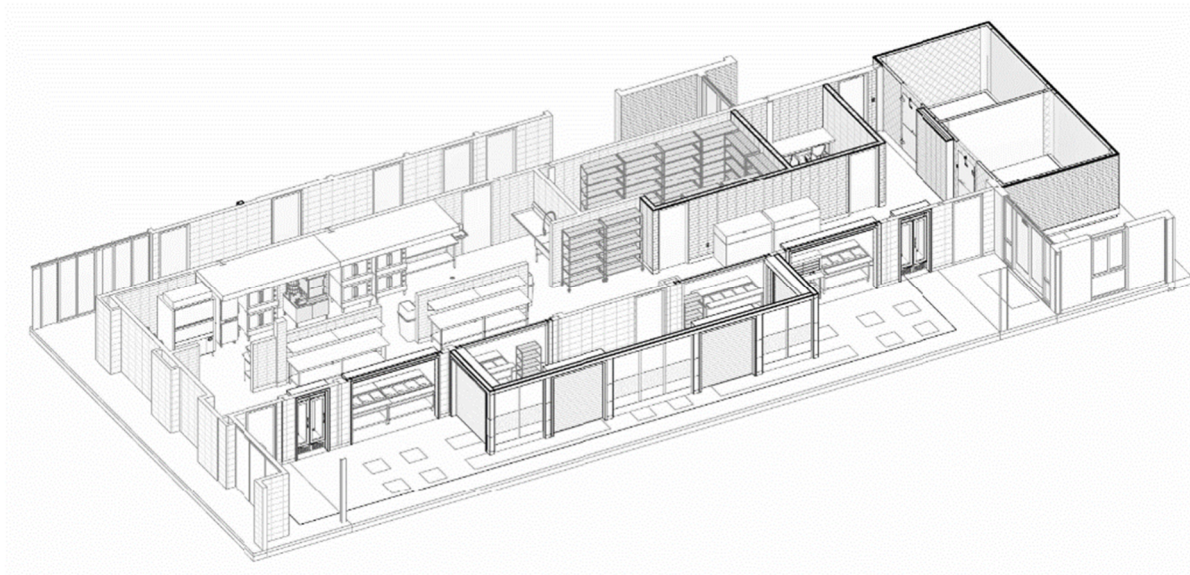




PROJECT MANUAL FOR SOUTH WINDSOR TIMOTHY EDWARDS MIDDLE SCHOOL CAFETERIA/KITCHEN ALTERATIONS

100 ARNOLD WAY, SOUTH WINDSOR, CT 06074



FEBRUARY 8, 2024

RFP NO. 2024-0004

PROJECT NO. 23132

SOUTH WINDSOR PUBLIC SCHOOLS

1737 Main Street, South Windsor, CT 06074

RFP Manual for:

RFP # 2024-0004

**SOUTH WINDSOR TIMOTHY EDWARDS MIDDLE SCHOOL
CAFETERIA/KITCHEN ALTERATIONS**

PROPOSAL OPENING

FEBRUARY 29, 2024 11:00a.m.

Mr. Darrell Crowley
Director of Facility Operations

SW TEMS C/K Alterations
100 Arnold Way
South Windsor, Connecticut

File No. 23132
February 8, 2024
www.rdaep.com

Russell and Dawson, Inc.
1111 Main Street
East Hartford CT 06108-2241

LEGAL NOTICE

SOUTH WINDSOR PUBLIC SCHOOLS

REQUEST FOR PROPOSALS

FOR

SOUTH WINDSOR TIMOTHY EDWARDS MIDDLE SCHOOL

CAFETERIA/KITCHEN ALTERATIONS

RFP # 2024-0004

Documents for the South Windsor Timothy Edwards Middle School Cafeteria/Kitchen Alterations, RFP # 2024-0004 may be obtained online at www.southwindsorschools.org and <https://portal.ct.gov/DAS/CTSource/BidBoard> on or after 11:00a.m. on February 8, 2024.

Sealed Proposals must be received at the following address on or before 11:00a.m. on February 29, 2024: Mr. Darrell Crowley, Director of Facility Operations South Windsor Public Schools 1737 Main Street, Room 100, South Windsor, CT, 06074.

A mandatory walkthrough will be conducted on February 15, at 3:00p.m. at Timothy Edwards Middle School, 100 Arnold Way, South Windsor, CT. Proposals will not be accepted from any firm that does not attend.

South Windsor Public Schools (SWPS) reserves the rights to: amend or terminate this Request for Proposal; accept all or any part of a proposal; reject any or all proposals, in whole or in part; waive any technical defects, informalities or non-material deficiencies in a proposal; and award the proposal, in whole or in part, including accepting a proposal or part of a proposal, that, in its judgment, will be in South Windsor Public School's best interests.

REQUEST FOR PROPOSAL

NOTICE is hereby given that South Windsor Public Schools will accept Contract Proposals for Timothy Edwards Middle School Cafeteria/Kitchen Alterations, 100 Arnold Way, South Windsor, CT 06074 according to Contract Documents prepared by Russell and Dawson Inc.

CONTRACT DOCUMENTS may be examined in person at:

1. OFFICE OF THE ARCHITECT

Russell and Dawson Inc.
1111 Main Street
East Hartford, CT 06108
PH # (860) 289-1100

2. Online at:

<https://www.dropbox.com/scl/fo/1pf39tikwhg5nht4wut03/h?rlkey=9c95ypumy2al4wx6icn45iag&dl=0>

Upon request by phone 24 hours in advance, Bonafide contractors may secure copies of the proposed Contract Documents from the office of the Architect on the following basis: Two copies of the Plans and Specifications may be obtained on or after February 15, upon payment of \$100.00 deposit per set, refundable, if both copies are returned to the Architect, postpaid, in satisfactory condition within ten (10) days after the proposal opening. Additional copies of the Plans and Specifications may be obtained upon payment of \$125.00 per set, non-refundable. No partial sets will be issued.

PROPOSAL SUBMITTAL: Bid Bond in the amount of 5% of the base Proposal will be required to accompany proposals. Proposals must be executed in accordance with and subject to Division 00 contained in the specifications. All subconsultants scope, description, & percent (%) of the work and company information to be included.

WALKTHROUGH ANDTIMELINE:

A mandatory walkthrough at the Site shall be held on February 15, 2024 at 3:00p.m.. Questions may be submitted to Sam Nasby, Project Manager, Russell and Dawson, Inc. no later than February 22, 2024 at 2p.m.. Responses to all submitted questions will be made publicly available the following day February 23, 2024 at 3:00p.m. and may be obtained at <https://www.southwindsorschools.org> and <https://portal.ct.gov/DAS/CTSource/BidBoard>.

DATE AND TIME OF RECEIPT OF PROPOSALS: February 29, 2024 by 11:00a.m.

PLACE OF RECEIPT OF PROPOSALS: Office of the SWPS Director of Facility Operations, Room 100, 1737 Main Street, South Windsor, CT 06074.

CONSTRUCTION START DATE: On or about June 12, 2024

DATE OF SUBSTANTIAL COMPLETION: August 16, 2024

South Windsor Public Schools is an Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request is to make interior alterations to the existing school cafeteria, kitchen, and construction of a new serving area enclosure. Exterior work consists of new a walk-in cooler and freezer and addition of new RTU's on the East roof.

ISSUING OFFICE/ADMINISTRATIVE GUIDANCE

SWPS is the issuing office for this document and all subsequent addenda relating to it.

The information provided herein is intended to assist interested contractors in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested contractors with sufficient basic information to submit proposals meeting minimum requirements but is not intended to limit a proposal's content or to exclude any relevant or essential data therefrom. Contractors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

Please note, however, that all forms provided must be completed and become part of the submitted proposal in order for the proposal to be considered complete.

QUESTIONS AND AMENDMENTS

Any questions regarding the proposal, including the process and procedures and specifications, are to be submitted in writing (e-mail acceptable) to:

Sam Nasby, Project Manager
sam.nasby@rdaep.com

And: cc

Darrell Crowley, Director of Facility Operations
dcrowley@swindsor.k12.ct.us

Karen Dallaire, Facilities Secretary
kdallaire@swindsor.k12.ct.us

The representatives listed about must receive any questions no later than February 22, 2024 at 2:00p.m.. SWPS will answer all pertinent written questions by issuing an addendum, which shall become a part of the Request for Proposal, containing all pertinent questions received as provided about and decision regarding same. Such addenda will be posted on SWPS's website (www.southwindsorschools.org) and <https://portal.ct.gov/DAS/CTSource/BidBoard> by February 23, at 3:00p.m.. Each contractor is responsible for confirming with SWPS whether any addenda have been issued, and if so, obtaining a copy of such addenda and completing its Proposal in accordance with the Proposal Documents modified by such addenda.

No oral statement from SWPS, including oral statements by the representative listed above, shall be effective to waive, change, or otherwise modify any provision of the Proposal Documents, and no contractor or prospective contractor shall rely on any alleged oral statement.

RESPONSE DATE

Two paper copies and one digital copy of your proposal must be received at the SWPS Facility Operations Office, Room 100, 1737 Main Street, South Windsor, CT 06074, prior to 11:00a.m. on February 29, 2024.

- a. Proposals received after the date specified will not be considered and will be returned unopened to the contractor.
- b. All proposals must be submitted in sealed envelopes, bearing on the outside, the name of the proposal for which the proposal is submitted: South Windsor Timothy Edwards Middle School Cafeteria/Kitchen Alterations, RFP# 2024-0004.
- c. If forwarded by US Postal mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope, address as specified.
- d. The proposal forms must be completed with a price for any or all of the options presented therein, except as otherwise expressly provided herein.

TERM OF CONTRACT

The contract cannot be assigned, sublet, sold, transferred, or otherwise disposed of by either party without the written consent of the other.

CONSIDERATION OF PROPOSALS

The submission of a proposal will serve as conclusive evidence that the contractor has satisfied itself as to all requirements outlined in the proposal documents and to all conditions concerning the work of the contract and the execution of any contract which may ensue. Each proposal should be submitted with the most favorable price and services standpoint. SWPS reserves the right to reject any and/or all proposals or any parts thereof for any reason whatsoever, to waive any informality in any proposal or in any provision in the request for proposals, to require a modification of the contract terms at any time, and to select the contractor who, in the opinion of SWPS, will best meet the interests of SWPS, provided nothing herein, shall be deemed to waive any requirement of federal, state, or local law. Under no circumstances will SWPS be responsible for the cost of preparing any proposal.

Proposers are advised to provide information detailed sufficiently to enable evaluation of their capabilities, experience, and approach to the services outlined in the proposal. Each proposal should provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of this Request for Proposals.

OTHER INFORMATION

The contractor, at all times, shall observe and comply with all federal, state, and local laws and by-laws, ordinances and regulations in any manner affecting the conduct of the work.

All contractors or other persons providing services for South Windsor Public Schools shall conform to the provisions of the Connecticut Occupational Safety & Health Act (OSHA) of the State of Connecticut.

Contractors are to address all aspects of the Proposal Documents as they will be incorporated into the contract that SWPS enters with the selected vendor.

SWPS has the right, either before or after the opening of proposals, to ask any contractor to clarify its proposal or submit additional information that South Windsor Public Schools in its sole discretion deems desirable.

Costs for preparing proposals

Each contractor's costs incurred in developing its proposal are solely its responsibility, and SWPS shall have no liability for such costs.

Ownership of proposals

All proposals submitted become the property of SWPS and will not be returned to contractors.

Freedom of Information Act

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A contractor's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A contractor must identify specifically the pages and portions of its proposal that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the contractor cooperates with SWPS, SWPS shall, to the extent permitted by law, protect from unauthorized use and disclosure such Confidential Information.

Non-Collusion

By submitting a proposal, each contractor, and each person signing on behalf of any contractor, certifies under penalty of perjury that, to the best of his/her knowledge and belief, the prices in this proposal have been arrived at independently, without collusion, consultation, communication, or agreement with any other contractor or competitor, and further, that the prices which have been quoted in this proposal have not been knowingly disclosed by the contractor prior to opening, directly or indirectly, to any other contractor or competitor.

CONTRACT AWARD/EXECUTION

All proposals will be publicly opened and names of companies submitting proposals will be read aloud on the date, time, and at the place identified in the Request for Proposal. Contractors may be present at the opening.

SWPS may elect to award the contract to other than the lowest contractor if it is judged to be in the best interest of SWPS. Criteria which could be applied in the determination would include, but not be limited to, financial responsibility, service, performance on contracts, and experience. During the evaluation of the proposals, SWPS may request contractors to make oral presentations.

SWPS reserves the following rights: (a) to reject any and all proposals, in whole or in part, (b) to waive any irregularity, (c) to award or reject a proposal on the basis of previous performance, reputation or experience, (d) to accept the one that will be in the best interest of the district.

No proposal will be accepted, nor contract awarded, to any contractor whose performance on any previous contract with this or any other school district has been determined to be unsatisfactory. SWPS reserves the right to be the sole judge in this decision.

No contract will exist unless and until a written contract is executed by both SWPS and the contractor. No contractor can claim any contract rights by virtue of submitting a proposal, including the lowest proposal.

Contractors will not include federal excise taxes nor state sales taxes from which SWPS are exempt.

INDEMINIFICATION

The contractor agrees to indemnify, defend, and hold harmless SWPS, its respective officers, employees and agents from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the contractor in the performance of this contract.

INSURANCE

The successful contractor shall provide a certificate of insurance naming SWPS and the Town of South Windsor as "additional insured" in the minimum amounts as specified herein. Said insurance shall be provided at the sole expense of the contractor with an insurance company which is licensed to do business in the State of Connecticut.

- A. General Liability (including completed operations coverage) - \$1,000,000 (combined single limit) and \$2,000,000 aggregate coverage
Bodily Injury – Property Damage Coverage/occurrence and \$2,000,000 aggregate coverage.
- B. Worker's Compensation per state statute
- C. Comprehensive Automobile Liability:
Bodily Injury – Property Damage Coverage/occurrence and \$2,000,000 aggregate coverage.

- D. Excess/Umbrella Liability (with all liability coverages as underlyers): \$5,000,000
Workers' Compensation & Employers Liability-\$1,000,000 in Employers Liability limits.

PROPOSAL SECURITY

- A Bid Bond of five percent (5%) of the bid amount is required. The selected bidder will be required to post Performance and Payment Bonds in the full amount of the Contract Sum.

PREVAILING WAGE REQUIREMENTS

- Prevailing wage rates set forth by the State of Connecticut pursuant to section 31-53/31-54/31-55 of the Connecticut General Statutes as amended must be paid on this project.

EQUAL OPPORTUNITY – AFFIRMATIVE ACTION

South Windsor Public Schools is an Equal Opportunity Employer. The Board of Education transacts business with firms which are in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination. By submitting a proposal you are indicating your firm does not make employment decisions (including decisions related to hiring, assignment, compensation, promotion, demotion, disciplinary action and termination) on the basis of race, color, religion, age, sex, marital status, sexual orientation, national origin, alienage, ancestry, disability, pregnancy, genetic information, veteran status, gender identity or expression or status as a victim of domestic violence, or any other basis prohibited by state and federal law ("Protected Class"), except in the case of a bona fide occupational qualification.

--END SECTION--

DETAILED SPECIFICATIONS

DESCRIPTION OF SERVICES

The scope of the services requested is as follows:

A 10,300 SF interior renovation of the Timothy Edwards Middle School cafeteria and kitchen, including the construction of a new serving enclosure and addition of an exterior walk-in cooler and freezer. The scope of work includes architectural, structural, and MEP disciplines.

Base Proposal includes all demolition and construction of all interior and exterior alterations work in all disciplines in the kitchen proper area. To include new exterior walk-in, reconfiguration of the kitchen spaces to include the new serving line that was existing cafeteria space including FF&E as shown in the drawings and specifications.

ALT 1 includes demolition and construction of all other interior cafeteria spaces in all disciplines in the cafeteria proper to include removal of the half wall, installation of new entry doors from the hall and FF&E (café tables in this area) as shown in the drawings and specifications.

ALT 2 includes all demolition and construction in all disciplines to upgrade the mechanical HVAC system supplying the kitchen areas as shown in the drawings and specifications.

ALT 3 includes all demolition and construction in all disciplines to add air-conditioned space to the cafeteria as shown in the drawings and specifications.

Vendor References:

The organization/company must have successfully provided similar services. Please list two other client(s) including contact names, addresses, phone numbers and email addresses.

Selection Criteria:

Selection will be based on the candidate's ability to offer a complete range of services at a competitive price. Candidate responses will be evaluated based on:

- Responsiveness of the proposal in developing a comprehensive work plan and processes
- Qualifications, experience in and credentials of the professionals assigned to the client
- Ability to communicate effectively
- Cost
- Development of a work schedule to meet substantial completion date.

--END SECTION--

SW TEMS C/K Alterations
100 Arnold Way
South Windsor, Connecticut

File No. 23132
February 8, 2024
www.rdaep.com

Russell and Dawson, Inc.
1111 Main Street
East Hartford CT 06108-2241

AFFIRMATIVE ACTION STATEMENT

Date _____

By submitting a proposal you are indicating your firm does not make employment decisions (including decisions related to hiring, assignment, compensation, promotion, demotion, disciplinary action and termination) on the basis of race, color, religion, age, sex, marital status, sexual orientation, national origin, alienage, ancestry, disability, pregnancy, genetic information, veteran status, gender identity or expression or status as a victim of domestic violence, or any other basis prohibited by state and federal law ("Protected Class"), except in the case of a bona fide occupational qualification.

(Vendor Name)

(Signature)

MUST BE ENCLOSED WITH PROPOSAL

**REQUEST FOR PROPOSALS
FOR SOUTH WINDSOR PUBLIC SCHOOLS
PROPOSAL FORM**

The company identified below agrees to all of the conditions, specifications and instructions contained in the attached specifications and will provide the services designated therein as specified.

Acknowledgement of Addendum #1 _____ (if issued)
(Please Sign)

Acknowledgement of Addendum #2 _____ (if issued)
(Please Sign)

Acknowledgement of Addendum #3 _____ (if issued)
(Please Sign)

Acknowledgement of Addendum #4 _____ (if issued)
(Please Sign)

Acknowledgement of Addendum #5 _____ (if issued)
(Please Sign)

Acknowledgement of Addendum #6 _____ (if issued)
(Please Sign)

References Submitted

DOCUMENT 004113 – PROPOSAL FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

PART 1 -

1.1 PROPOSAL INFORMATION

- A. Contractor: _____
- B. Prime Contract: _____
- C. Project Name: South Windsor Timothy Edwards Middle School Cafeteria/Kitchen Alterations
- D. Project Location: 100 Arnold Way, South Windsor, CT 06074
- E. Owner: Town of South Windsor Public Schools
- F. Architect: Russell and Dawson, Inc.
- G. Architect Project Number: 23132
- H. Anticipated Substantial Completion Date: _____ (2024).

1.2 CERTIFICATIONS AND BASE PROPOSAL

- A. Base Proposal, Single-Prime (All Trades) Contract: The undersigned Contractor, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Russell and Dawson, Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

Base Proposal includes all demolition and construction of all interior and exterior alterations work in all disciplines in the kitchen proper area. To include new exterior walk-in, reconfiguration of the kitchen spaces to include the new serving line that was existing cafeteria space including FF&E as shown in the drawings and specifications.

- 1. _ Dollars (\$ _____).
- 2. The above amount may be modified by amounts indicated by the Contractor on the attached Document 004323 "Alternates Form."

PART 2 -

2.1 PROPOSAL GUARANTEE

- A. The undersigned Contractor agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within **60** days after receipt of proposals, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or payment bond, as liquidated damages for such failure, in the following amount constituting one-hundred percent (100%) of the Base Proposal amount above:
 - 1. _____ Dollars (\$ _____).
- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or payment bond.

2.2 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated (insert scope and Company Name):
 - 1. _____.
 - 2. _____.
 - 3. _____.
 - 4. _____.
 - 5. _____.
 - 6. _____.

2.3 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in South Windsor, Connecticut, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

2.4 SUBMISSION OF PROPOSAL

- A. Respectfully submitted this ___ day of _____, 2024.
- B. Submitted By: _____ (Name of contracting firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).
- D. Signed By: _____ (Type or print name).
- E. Title: _____ (Owner/Partner/President/Vice President).

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- F. Witnessed By: _____ (Handwritten signature).
- G. Attest: _____ (Handwritten signature).
- H. By: _____ (Type or print name).
- I. Title: _____ (Corporate Secretary or Assistant Secretary).
- J. Street Address: _____.
- K. City, State, Zip: _____.
- L. Phone: _____.
- M. License No.: _____.
- N. Federal ID No.: _____ (Affix Corporate Seal Here).

END OF DOCUMENT 004113

DOCUMENT 004323 - ALTERNATES FORM

- A. Contractor: _____.
- B. Prime Contract: _____.
- C. Project Name: South Windsor Timothy Edwards Middle School Cafeteria/Kitchen Alterations
- D. Project Location: 100 Arnold Way, South Windsor, CT 06074
- E. Owner: Town of South Windsor Public Schools
- F. Architect: Russell and Dawson, Inc.
- G. Architect Project Number: 23132

1.2 PROPOSAL FORM SUPPLEMENT

- A. This form is required to be attached to the Proposal Form.

1.3 DESCRIPTION

- A. The undersigned Contractor proposes the amount below be added to or deducted from the Base Proposal if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. If the alternate does not affect the Contract Sum, the Contractor shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Contractor shall indicate "NOT APPLICABLE."
- D. The Contractor shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Includes demolition and construction of all other interior cafeteria spaces in all disciplines in the cafeteria proper to include removal of the half wall, installation of new entry doors from the hall and FF&E (café tables in this area) as shown in the drawings and specifications.

1. ADD ___ DEDUCT ___ NO CHANGE ____.
_____ Dollars (\$ _____).
2. ADD ___ DEDUCT ___ calendar days to adjust the Contract Time for this alternate.

B. Alternate No. 2: Includes all demolition and construction in all disciplines to upgrade the mechanical HVAC system supplying the kitchen areas as shown in the drawings and specifications.

1. ADD ___ DEDUCT ___ NO CHANGE ____.
_____ Dollars (\$ _____).
2. ADD ___ DEDUCT ___ calendar days to adjust the Contract Time for this alternate.

C. Alternate No. 3: Includes all demolition and construction in all disciplines to add air-conditioned space to the cafeteria as shown in the drawings and specifications.

1.5

1. ADD ___ DEDUCT ___ NO CHANGE ____.
_____ Dollars (\$ _____).
2. ADD ___ DEDUCT ___ calendar days to adjust the Contract Time for this alternate.

SUBMISSION OF PROPOSAL SUPPLEMENT

- A. Respectfully submitted this ___ day of _____, 2024.
- B. Submitted By: _____ (Name of contracting firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).
- D. Signed By: _____ (Type or print name).
- E. Title: _____ (Owner/Partner/President/Vice President).

END OF DOCUMENT 004323

LIST OF DRAWINGS

SHEET NO.	SHEET NAME
G-00	COVER SHEET
G-01	CODE ANALYSIS, SYMBOL LEGENDS & GENERAL NOTES
D-101	CAFETERIA FLOOR PLAN – DEMOLITION
D-102	UPPER LEVEL FLOOR PLAN – DEMOLITION
D-401	ENLARGED DRAWINGS – DEMOLITION
D-801	CAFETERIA RCP – DEMOLITION
A-101	CAFETERIA FLOOR PLAN – CONSTRUCTION
A-102	UPPER LEVEL FLOOR PLAN – CONSTRUCTION
A-301	OVERALL CAETERIA SECTIONS
A-401	ENLARGED DRAWINGS – CONSTRUCTION
A-402	ENLARGED KITCHEN ELEVATIONS
A-601	DOOR AND STOREFRONT SCHEDULES AND DETAILS
A-602	CAFETERIA FURNITURE, FINISHES, AND EQUIPMENT PLAN
A-801	REFLECTED CEILING PLAN
S-01	STRUCTURAL NOTES AND DRAWING LIST
S-02	GENERAL NOTES & ABBREVIATIONS AND SYMBOLS LEGEND
S-101	FOUNDATION PLAN AND SECTIONS
S-201	FRAMING PLAN AND SECTIONS
S-601	TYPICAL DETAILS
S-701	MASONRY WALL REINFORCING SCHEDULES AND DETAILS
FP-101	MAIN LEVEL – FIRE SPRINKLER PLAN
FP-102	UPPER LEVEL – FIRE SPRINKLER PLAN
P-01	PLUMBING GENERAL NOTES, LEGENDS, AND SCHEDULES
P-02	PLUMBING SPECIFICATIONS
P-03	PLUMBING SCHEDULES
P-101	MAIN LEVEL FLOOR PLAN – SAN, WASTE & VENT
P-102	MAIN LEVEL FLOOR PLAN – HW & CW PIPING
P-300	PLUMBING DETAILS
MD-101	MAIN LEVEL FLOOR PLAN – HVAC DEMOLITION
MD-102	UPPER LEVEL FLOOR PLAN – HVAC DEMOLITION
M-01	MECHANICAL NOTES, SCHEDULES AND LEGENDS
M-02	MECHANICAL SPECIFICATIONS
M-03	MECHANICAL SPECIFICATIONS
M-04	MECHANICAL SCHEDULES
M-101	MAIN LEVEL CEILING – MECHANICAL PLAN
M-102	UPPER LEVEL FLOOR PLAN – HVAC
M-103	ROOF PLAN – HVAC
M-300	MECHANICAL DETAILS

M-301	MECHANICAL DETAILS
ED-101	MAIN LEVEL FLOOR PLAN – LIGHTING DEMOLITION PLAN
ED-102	MAIN LEVEL POWER PLAN – ELEC DEMOLITION
ED-103	UPPER LEVEL POWER PLAN – ELEC DEMOLITION
E-01	ELECTRICAL NOTES & SPECIFICATIONS
E-02	ELECTRICAL LEGENDS, SYMBOL AND RISER DIAGRAM
E-03	ELECTRICAL DETAILS
E-04	EQUIPMENT AND PANEL SCHEDULES
E-05	MAIN LEVEL ENLARGED LIGHTING PLAN
E-06	MAIN LEVEL ENLARGED POWER PLAN
EL-101	MAIN LEVEL FLOOR PLAN – LIGHTING
EP-101	MAIN LEVEL FLOOR PLAN – POWER
EP-102	UPPER LEVEL FLOOR PLAN – POWER
EP-103	ROOF LEVEL FLOOR PLAN – POWER

-END LIST OF DRAWING-



AIA[®] Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

BOND AMOUNT: \$

PROJECT:
(Name, location or address, and Project number, if any)

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

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Init.

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User Notes:

(1866607413)

Signed and sealed this day of ,

(Contractor as Principal) *(Seal)*

(Witness)

(Title)

(Surety) *(Seal)*

(Witness)

(Title)

Init.

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There are no differences.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Thomas A. Manning, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:53:25 ET on 02/05/2024 under Order No. 2114479403 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ – 2010, Bid Bond, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document A312® – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount: \$ 0.00

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and

Title:

Signature: _____

Name and

Title:

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

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

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

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

Init.

User Notes:

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

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

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

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

§ 14 Definitions

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

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

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

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

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

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(1161389177)

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal)

Company: _____ (Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

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User Notes:

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PAGE 1

Amount: \$ 0.00

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(Signed)

(Title)

(Dated)