

## SEALED BIDS MUST BE RECEIVED BY THE OFFICE OF THE PURCHASING AGENT, 125 EAST AVENUE NORWALK, CT 06856 BY THE DATE AND TIME OF BID OPENING

PROJECT NUMBER:	3909
REQUESTING DEPARTMENT:	Building Management
DATE OF BID ISSUANCE:	April 1, 2019
TITLE OF BID:	New Dishwashing Room and Store Upgrade at Kendall Elementary School
DATE OF BID OPENING:	April 23, 2019
MANDATORY WALKTHROUGH:	YES ( ) NO ( X )
DATE, TIME AND LOCATION OF WALKTHROUGH	April 9, 2019, 1pm, Kendall Elementary School, 57 Fillow St., Norwalk, CT 06850
TIME OF BID OPENING:	2:00 PM
BID DEPOSIT REQUIRED: IF YES, AMOUNT REQUIRED	YES ( X ) NO ( ) 10%
SUCCESSFUL BIDDERS ONLY: PERFORMANCE & PAYMENT BOND REQUIRED: IF YES, AMOUNT REQUIRED	YES ( ) NO ( X )
SUCCESSFUL BIDDERS ONLY: MAINTENANCE BOND REQUIRED: IF YES, AMOUNT REQUIRED:	YES ( ) NO ( X )

ALL TERMS AND CONDITIONS, SPECIFICATIONS AND BID FORMS ARE ATTACHED HERETO.

NOTE: THE FOLLOWING DOCUMENTS WILL BE REQUIRED FOR A BID TO BE COMPLIANT

- 1. BIDDER'S INFORMATION AND ACKNOWLEDGEMENT FORM
- 2. BID FORMS, INCLUDING PRICING SHEETS AND ADDENDA ACKNOWLEDGMENT FORMS (ONE ORIGINAL PLUS FIVE (5) COPIES)
- 3. EXCEPTIONS (IF ANY)

## **NOTICE TO BIDDERS**

- 1. ALL BIDS WILL BE OPENED PROMPTLY AT THE ADVERTISED TIME OF OPENING. THERE WILL BE NO DELAYS OR POSTPONEMENTS WHICH ARE NOT PUBLICLY ADVERTISED. ANY BID RECEIVED AFTER THE ADVERTISED TIME OF OPENING WILL NOT BE ACCEPTED.
- 2. IF A BIDDER USES A COURIER SERVICE FOR BID DELIVERY, IT SHALL BE THE BIDDER'S RESPONSIBILITY THAT THE BID REACHES THE PURCHASING DEPARTMENT BY THE DATE AND TIME SPECIFIED HEREIN.
- 3. ALL BIDS SUBMITTED TO THE CITY MUST BE IN A CLEARLY MARKED AND SEALED ENVELOPE.
- 4. OBLIGATION OF BIDDERS:
  - a. AT THE TIME OF OPENING BIDS, EACH BIDDER SHALL BE PRESUMED TO HAVE INSPECTED THE SITES AND TO HAVE MADE HIM/HERSELF THOROUGHLY FAMILIAR WITH THE PLANS AND CONTRACT DOCUMENTS, INCLUDING ALL ADDENDA. THE FAILURE OR OMISSION OF ANY BIDDER TO RECEIVE OR EXAMINE ANY FORM, INSTRUMENT OR DOCUMENT SHALL IN NO WAY RELIEVE ANY BIDDER FROM ANY OBLIGATION IN RESPECT TO THEIR BID.
  - b. EACH BIDDER MUST FULLY INFORM HIM/HERSELF OF THE CONDITIONS RELATING TO THE WORK WHICH WILL BE PERFORMED. FAILURE TO DO SO WILL NOT RELIEVE THE SUCCESSFUL BIDDER OF HIS/HER OBLIGATION TO FURNISH ALL LABOR AND MATERIALS NECESSARY TO CARRY OUT THE PROVISIONS OF THE CONTRACT DOCUMENTS AND TO COMPLETE THE CONTEMPLATED WORK. IN AS MUCH AS POSSIBLE, THE CONTRACTOR MUST, IN CARRYING OUT HIS/HER WORK, EMPLOY SUCH METHODS OR MEANS AS WILL NOT CAUSE ANY INTERRUPTIONS OR INTERFERENCE WITH THE WORK OF ANY OTHER CONTRACTOR.
- 5. TIME IS OF THE ESSENCE (IF APPLICABLE):
  - a. IF THE PROJECT IS NOT COMPLETED BY THE DATE SPECIFIED AS THE SUBSTANTIAL COMPLETION DATE IN THE CONTRACT ENTERED INTO BY THE CITY AND THE CONTRACTOR, THE CONTRACTOR WILL BE SUBJECT TO CONSEQUENTIAL AND/OR LIQUIDATED DAMAGES.

### **BIDDER'S INFORMATION AND ACKNOWLEDGMENT FORM**

	Bidder's Name					
	Street Address					
City	State	Zip				
Business Telepho	one:					
Email Address:						
Printed Name and Title of Individual Submitting Bid						
The undersigned acknowledges that the terms, conditions and						
specifications of this bid are understood and unconditionally						
accepted.						
Signature Date						

Exceptions: Note any vendor(s) responding to this proposal shall indicate any/all exceptions (if any) taken to language in this proposal. Exceptions must be declared below in order to be considered by the City:		

#### **GENERAL INFORMATION**

#### 1. INTRODUCTION

The City of Norwalk is requesting bids for a New Dishwashing Room and Store Upgrade at Kendall Elementary School at 57 Fillow St., Norwalk, CT 06850. The budget for this project is \$36,000.00. The requirements of this project are outlined in greater detail under Section 2 Scope of Work/Project Drawings.

#### 2. BID DOCUMENTS

All Bid documents for this invitation are available over the internet at <a href="http://www.norwalkct.org">http://www.norwalkct.org</a>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe.

#### 3. ADDENDA

All addenda, if issued will be available over the internet at <a href="http://www.norwalkct.org">http://www.norwalkct.org</a>. We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the Bid deadline. It is the responsibility of the bidder to check for issuance of any addenda.

#### 4. BIDDER'S LIST

Bidder's list for this solicitation will not be published.

#### 5. QUESTIONS CONCERNING THIS BID

All questions concerning this solicitation must be directed, via e-mail, to Carleen Megaro, Buyer at <a href="mailto:cmegaro@norwalkct.org">cmegaro@norwalkct.org</a>. The deadline for the submission of questions is 2:00 pm April 16, 2019.

#### 6. SUBMISSION OF BID

All sealed Bids should be submitted to the City of Norwalk's Purchasing Department no later than April 23, 2019 at 2:00 pm at the address listed below:

City of Norwalk Purchasing Department 125 East Avenue, Room 103 Norwalk, CT 06856-5125

#### 7. SUMMARIES

A list of the proposing firms will be available any time after 5:00 pm on the day of the opening at <a href="http://www.norwalkct.org">http://www.norwalkct.org</a>. Results will not be provided over the phone.

#### **SPECIAL NOTES:**

- 1.) **PROJECT SCHEDULE:** Begin June 1, 2019 and complete by August 15, 2019.
- 2.) A **walkthrough** will be held at 1pm, April 9, 2019 at Kendall Elementary School, 57 Fillow St., Norwalk, CT 06850.
- 3.) BUILDING PERMITS Contractors shall obtain and pay for all required permit(s) for this project. Permits fees are NOT waived for this project.
- 4.) References to Department of Public Works, Director of Public Works, and Engineer in section 3 and section 4 are to be interpreted as "Owner's designated representative".
- 5.) Section 4, Item 109-04-2b, page 79, Contractor Charges is changed to read "...profit and overhead shall be figured at fifteen (15) percent unless some other basis is approved by the Director."
- 6.) Section 3.8, Liquidated Damages, change to read "Liquidated damages as defined in Article 27 of the Norwalk General Conditions for Construction will be \$500 per day.
- 7.) Contractors are hereby reminded that all submitted bid amounts MUST include all costs/insurance premium required to satisfy the various insurance limits as identified in these documents.
- 8.) The Bid submission (original and copies) is required to be delivered the Purchasing Department. Uploading a digital copy is not required but recommended.

The City of Norwalk is an Affirmative Action/Equal Opportunity Employer; Minority/Women's Business Enterprises are encouraged to apply

#### **SECTION 1 – PRICING SHEET**

	NSE FORM - 3909 New [ nool	Dishwashing R	oom and Stor	e Upgrade at Kendall Elementary
Vendo	r Name -			
Addres	'S -			
Phone	-	Fax -	1	Email -
Manag	er -		Fed ID#	
and project	•	self as to all the	quantities and	examined the plans, specifications d conditions, and understands that in ling regarding the same.
material, mand perfori	nachinery, implements, too m all the work necessary u	ols, labor, services nder the afores	es, and other it aid conditions,	h and provide all the necessary tems of whatever nature, and to do to carry out the contract and to s agreed to by the Contractor and the
following u the following PRICE shall	nit prices will be used in ac ng amount will be added to	djusting the cor o the contract a	ntract price. If quis required. Unl	rom those shown or specified, the quantities are authorized by the City, less otherwise noted, each UNIT neidental to the installation and
	st for Bid shall become pub			d in, and attached to, or required by e City. The following unit prices shall
	mp Sum New Dishwashii nd Store Upgrade	ng \$		
	np Sum Price in Writing			
Alt-1	Furnish and Install a ne for the radiator in the			\$
In Writin		uisiiwasiiiig I		<u> </u>

Bid Security in the form of a (check		Bond			Certified Check
one) is attached.					
Cost for performance bond included	\$		per thou	sand	dollars
in lump sum					
Insurance Agency Name -			Tel		
Agency Address -					

Submitted by -	
Authorized Agent of Company (name and title)	Date

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	Date	ed .	Addendum #	Dated	
Addendum #	Date	ed .	Addendum #	Dated	
Addendum #	Date	ed	Addendum #	Dated	

#### Submitted by:

Print Name	
of Authorized Agent of Company	
Signature of Authorized Agent of Company	
Date	

#### 1.2 STATEMENT OF BIDDERS QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

Project	Date	Contact Person	Phone No
4. ORGANIZATIONAL ST		general partnership	
OF BIDDER (check which ap	ppnes)	limited partnership	
		limited liability corporati	ion
		limited liability partnersh	nip,
		corporation doing busine	ess under a trade nan
		individual doing business	s under a trade name

other (specify)

5. STATUS OF THE BUSINESS AND ITS			Connecticut corporations - Will the			Yes	No
CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has		Certific	Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?				
the entity been withdraw	n or cance	led					
			Out-of-	Out-of-State corporations - Do you have a valid license to do business in the State of		Yes	No
				eticut? (Evidence in the fo			
				eate of Authority from			
				ticut Secretary of State d within 30 days of t			
			opening		210		
CT LICENSE/REGISTR	RATION						
NUMBER							
				y? If so, indicate the princ			
of your company and the form:	name of th	e agent for servi	ce ii diffe	erent from what has been inc	ncated of	n the res	sponse
Business Name							
Address							
City			State		Zip		
Name of Agent							

**NOTE:** In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

**7.** The awarded contractor may be required to submit one copy of the following information relative to its company's financial statements prior to contract signing. This information must represent the current circumstance which surrounds the financial position of the bidding organization. Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

**8.** SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also, indicate the portion or section of work a subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

#### 1.3 SAMPLE CONTRACT

"The following document is the City's standard construction services contract. Please be advised that the substantive terms and requirements outlined therein may be revised only with the approval of Norwalk's Corporation Counsel."

# CITY OF NORWALK CONTRACT FOR CONSTRUCTION SERVICES WITH «VendorName» «Project»

This Contract entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2018, by the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter referred to as "CITY"), acting by and through «ContractAuthorizer», its «ContractAuthorizerTitle», duly authorized, and **«VendorName»**, a corporation organized and existing under the laws of the State of Connecticut with an office and principal place of business located at «VendorAddress1» «VendorAddress2», «VendorCity», «VendorState» «VendorZip», acting herein by «VendorAuthorizer», its «VendorAuthorizerTitle», duly authorized (hereinafter the "CONTRACTOR").

WITNESSETH: That the CITY and CONTRACTOR, for the consideration hereinafter named, agree as follows:

#### ARTICLE 1. WORK TO BE DONE

The CONTRACTOR shall (a) furnish all the materials, machinery, implements, tools, labor, services, and other items of every kind (the "Work") using its best skill and attention required to perform and complete in the most substantial and workmanlike manner the project generally identified as «Project» (hereinafter the "Project"). The Work shall be performed in strict compliance with the City of Norwalk Department of Public Works General Provisions; the general and technical specifications and conditions of contract; the Project Plans; Special Conditions and Addenda; State Labor Department minimum wage rates; any addenda to the specifications; and all requirements of the Contract Documents, as defined herein.

The CITY will compensate the CONTRACTOR for the satisfactory completion of the Project and of all of the CONTRACTOR's duties, obligations and responsibilities under this Contract, subject to additions and deductions as herein provided, the total sum of **«ContractBudgetInEnglish»(\$«ContractBudget»)** in the manner set forth herein and the Contract Documents.

The Project shall be performed in accordance with the true intent and meaning of the Contract Documents without any expense of any nature whatsoever to the CITY exceeding the compensation stated herein. The CONTRACTOR's Work hereunder shall be overseen by «VendorAuthorizer», its duly authorized «VendorAuthorizerTitle».

The CONTRACTOR hereby represents that it has carefully examined and understands all of the terms and requirements of the Contract Documents, has investigated the nature, locality and site of the Project (the Site) and the conditions and difficulties under which it is to be performed and that it enters into this Contract on the basis of its own examination, investigation and evaluation of such and not in reliance on any opinions or representations of the CITY or any third party, including any officer, agent, servant or employee thereof.

#### ARTICLE 2. ADMINISTRATION OF CONTRACT BY CITY

The Work to be performed under this Contract shall be overseen on behalf of the CITY by «DepartmentHead», «DepartmentHeadTitle», referred to as the "Director." The CONTRACTOR acknowledges and agrees that any instructions, reviews, advice, approvals or directives rendered to it by the Director or his designated representative consistent with the Contract Documents are authorized on behalf of the CITY. However, notwithstanding the above, no advice, directive or other recommendation or request by the CITY shall give rise to liability or responsibility on the CITY's part for any portion of the Work, nor shall it relieve the CONTRACTOR of its responsibilities hereunder.

#### ARTICLE 3. DOCUMENTS FORMING THE CONTRACT

The Contract Documents shall be deemed to include the Bid Documents; Addendum No. 1; the CONTRACTOR's bid response, dated ; this written Contract, including all bonds and insurance certificates; the City of Norwalk Department of Public Works General Provisions; the general and technical specifications and conditions for the Project; the Project plans; Special Conditions and Addenda; State Labor Department minimum wage rates (if applicable); any addenda to the specifications; and all provisions required by law to be inserted in this Contract, whether or not physically inserted.

This Contract will supersede any Contract or contract form that may have been included in the bid specifications, which form was included for information purposes only, and any writings or documents not incorporated herein by specific reference. This Contract, together with the other Contract Documents are all intended to supplement and complement each other and shall, to the fullest extent possible, be so construed and interpreted. If, however, any provision of this Contract irreconcilably conflicts with any provision of the other Contract Documents, the provision imposing a greater obligation on the CONTRACTOR shall govern.

#### ARTICLE 4. EXAMINATION OF DOCUMENTS AND SITE

The CONTRACTOR confirms that it has carefully examined the Project Site, as well as its surrounding territory. As a result, the CONTRACTOR acknowledges that it is fully informed regarding all existing conditions, both natural and manmade, as well as all such above grade, at grade and subsurface conditions that may in any way affect the Work to be done and labor and materials to be furnished for the proper completion of the Project, including, by way of example, the existence of poles, wires, pipes, ducts, conduits and other facilities and structures of municipal and public service corporations on, over or under the Project site. The CONTRACTOR further acknowledges that it has secured such information by personal

investigation, research, and inquiry into all reasonably available data concerning the actual Site and has not relied upon the estimates or records of the CITY; and that it will make no claim against the CITY by reason of reliance on any such estimates, tests, information, data or representations made by any officer, agent, representative or employee of the CITY, or for costs incurred as a result thereof.

In addition, the CONTRACTOR agrees that, prior to starting any part of the Work, it shall carefully study and compare the various drawings, plans and other Contract Documents relative to that portion of the Work in order to facilitate construction and determine whether inconsistencies or conflicts exist.

#### ARTICLE 5. DATE OF COMPLETION AND LIQUIDATED DAMAGES

A. The CONTRACTOR further agrees that it will begin the Project herein described within ten (10) days of the date hereof, unless written instruction from the Director is given to begin at a different date. The CONTRACTOR shall diligently and continuously prosecute and complete the same and coordinate its Work with all other work being performed on the Project according to any schedules that may be issued from time to time during the Project and any other scheduling requirements listed in the Contract Documents, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of any part of the Project and so that the Project shall be entirely completed no later than \_\_\_\_\_\_ (the "Completion Date"), unless such Completion Date is extended by written notice signed by the Director.

The CONTRACTOR shall contribute to and cooperate with the development of the Project schedules and other efforts to achieve timely completion of the Work. The CONTRACTOR shall be required to provide information for the scheduling of the times and sequence of operations required in order for its Work to meet the CITY's overall schedule requirements and it shall continuously monitor the Project schedule and the performance of the Work, so as to be fully familiar with the timing, phasing and sequence of operations of the Work and of any other work performed by others on the Project. The CONTRACTOR shall diligently execute the Work in accordance with the requirements of the Project schedule including any revisions thereto.

# THE CONTRACTOR ACKNOWLEDGES THAT TIME IS OF THE ESSENCE IN TERMS OF COMPLETION OF THE CONTRACTOR'S WORK HEREUNDER BY THE STATED COMPLETION DATE.

B. Extension of Agreement. No extension beyond this Completion Date of completion shall be effective unless in writing signed by the Director. Any extension shall be for such time and upon such terms and conditions as may be set by the Director, which may include charges for professional services, engineering and inspection expenses incurred, (including expenses incurred by railroad companies on contracts which affect a railroad right of way) as a result. Notice of application for any extension shall be filed with the Director at least fifteen (15) days prior to the date of completion set forth above.

The CONTRACTOR shall work during such days and times as required by the CITY so as not to interfere with its use or operation of the Site. However, if the CITY deems it necessary, it may direct the CONTRACTOR to work overtime. If so directed, the CONTRACTOR shall work overtime and, provided that it is not in default under any of the terms or provisions of this Contract or of other Contract Documents, the CITY will pay the CONTRACTOR for such actual additional wages paid directly for such overtime work, if any, at rates which have been approved by the CITY.

C. Excused Delay. In the event the CONTRACTOR is delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by any cause including, but not limited to, any act, omission, neglect, negligence or default of the CITY or of anyone employed by it, or by any other contractor or subcontractor on the Project, or by damage caused by fire or other casualty or by any other cause beyond the control of and not due to any fault, neglect, act or omission of the CONTRACTOR, its officers, agents, employees, subcontractors or suppliers, the CONTRACTOR's exclusive remedy shall be an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid causes. Provided, however, that the CONTRACTOR shall not be entitled to any such extension of time unless the CONTRACTOR (1) notifies the CITY in writing of the cause or causes of such delay, obstruction, hindrance or interference within forty-eight (48) hours of the commencement thereof and (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof. Notwithstanding the foregoing, if any of the Contract Documents are at variance with granting such time extension, then the provisions of such documents shall control.

In no event shall the CONTRACTOR be entitled to money damages or an adjustment to the sum payable hereunder by virtue of any such delay.

<u>Unexcused Delay and Liquidated Damages</u>. In the event of a delay in the progress of the Work or disruption of, hindrance, obstruction, or interference with the Work due to any fault, neglect, action or omission of the CONTRACTOR or any of its officers, agents, servants, employees, subcontractors or suppliers which results in any additional cost, expense, liability or damage to the CITY including, legal fees and disbursements incurred by the CITY (whether incurred in defending claims arising from such delay or in seeking reimbursement or indemnity from the CONTRACTOR and/or its surety hereunder or otherwise) or any damages or additional costs or expenses for which the CITY may or shall become liable, no extension of time shall be granted and the CONTRACTOR (and its surety) shall be liable to compensate the CITY for and indemnify it against all such costs, expenses, damages and liability. In addition, the CONTRACTOR shall not only fulfill all of its obligations imposed by this Contract at its own cost and expense, but also work such overtime as may be necessary to make up for all time lost in the performance of the Work and of the Project. Should the CONTRACTOR fail to make up for the time lost by reason of such delay, the CITY shall have the right to hire other contractors to work overtime, if needed, and to take whatever other action it deems necessary to avoid delay in the completion of the Work and of the Project. The cost and expense of such overtime and/or such other action, including all other consequential damages and expenses, shall be borne by the CONTRACTOR hereunder.

It is understood by the parties that timely completion of the Project is essential. Failure of the CONTRACTOR to complete the Project by the date stated herein will result in the CITY and the public incurring damages, additional costs and inconveniences that would be impossible or extremely difficult to accurately quantify at the time. Therefore, the parties agree that, if the CONTRACTOR fails to satisfactorily complete the Project hereunder within the time specified or within any extension of time that may have been allowed, there shall be deducted from any monies due or that may become due the CONTRACTOR, the sum of \_\_ HUNDRED DOLLARS (\$\_\_.00) for each and every calendar day, including Saturdays and legal holidays, that the Project remains incomplete in accordance with Article 5 of this Contract. This sum shall not be imposed as a penalty, but as liquidated damages due the CITY from the CONTRACTOR by reason of the damages incurred, inconvenience and additional costs and expenses to the public together with other problems suffered as a result of any such delay thereby occasioned.

#### ARTICLE 6. CONTINGENCIES, EXTRA WORK, AND CHANGES

Whenever the CITY determines that, for any reason deemed to be in the best interests of the Project, the scope of Work or plans for the Project should be revised to provide for changes, deletions, contingencies, additional or extra work, it may issue a Change Order to the CONTRACTOR. Once the CITY has issued and signed a written Change Order in its standard form, the CONTRACTOR shall forthwith comply with the specifications of such Change Order. In such event, allowances for additions and/or deductions to the prices listed in the bid documents will be made commensurate with such changes in the scope or extent of the Work. Any such action by the CITY shall not constitute grounds for a claim by the CONTRACTOR for damages, loss of anticipated profits, or for costs resulting from any variations between the approximate quantities and quality of Work contemplated in the bid documents and as built.

All changes, additions or omissions in the Work ordered in writing by the CITY shall be deemed to be a part of the Work hereunder and shall be performed and furnished in strict accordance with all of the terms and provisions of the Contract Documents based on a negotiated cost for the Work and materials. The CONTRACTOR shall be responsible for keeping its surety informed of all such modifications to this Contract. The obligations of CONTRACTOR's surety shall not be reduced, waived or adversely affected by the issuance of such Change Orders, additions or deductions and the CITY shall not be required to inform the surety of the same or to obtain the consent of the surety to such modifications.

Payment for any unforeseen Work and/or changes shall be made as provided for in the Standard Specifications.

#### ARTICLE 7. MEANS AND METHODS

The CONTRACTOR shall supervise and direct the Work using its best skill and attention in order to perform and complete the Project according to the Contract Documents in a timely and workmanlike manner. The CONTRACTOR shall be responsible for safeguarding the Site and all adjacent property from damage and for implementing all reasonable and necessary

construction means, methods, techniques, sequences and procedures for safety precautions, protection against vandalism, and compliance with fire insurance rating bureau procedures, in connection with the performance of the Work. CONTRACTOR further assumes responsibility for all actions and omissions of its agents, employees, subcontractors, suppliers and all of their respective agents, employees and any other person performing any part of the Work.

#### ARTICLE 8. NO COLLUSION OR FRAUD

The CONTRACTOR hereby agrees that all persons interested as principal or principals in the bid or proposal submitted by the CONTRACTOR for this Project are named therein; that this Contract has been secured without any connection with any person or persons other than those named; that this Contract was secured without collusion or fraud; and that neither any officer nor employee of the CITY, nor any member of the immediate family of any such person, has or will have a financial interest in the performance of this Contract, in the supplies, Work or business to which it relates, or in any portion of the profits thereof.

#### ARTICLE 9. ESTIMATES AND PAYMENT

As the Project progresses in accordance with the Contract and in a manner that is satisfactory to the CITY, the CITY hereby agrees to make payments to the CONTRACTOR, based upon the prices set out in the CONTRACTOR's Proposal. The procedure for processing payments is as follows: on or before the last day of each month the CONTRACTOR shall submit to the CITY, in the form required by the CITY, a written Application For Payment showing the value of the Work performed and in place as of that date. From this amount shall be deducted all previous payments and all charges for services, materials, equipment and other items chargeable to the CONTRACTOR. The balance of such Application must be approved by the CITY and should represent the value of Work done and material furnished in accordance with the terms and conditions of this Contract during the preceding month. The CONTRACTOR shall be paid ninety-five (95%) percent of such amount. The five (5) percent retained shall be held by the CITY until final completion and acceptance of all Work covered by this Contract; compliance by the CONTRACTOR with all of its responsibilities hereunder including the provision of signed waivers of lien from CONTRACTOR, its subcontractors and suppliers; the posting of a twentyfive percent (25%) maintenance bond by the CONTRACTOR insuring the Project for a period of two (2) years from the date of final acceptance; and the making of all payments due all subcontractors and material suppliers in connection with the Project. Nothing herein shall modify or limit detailed payment provisions contained in the Contract Documents and approved by the Director.

Prior to commencing the Work, the CONTRACTOR shall submit to the CITY a detailed Schedule of Values showing the breakdown of the total contract price into its various parts for approval. The CITY may modify the Schedule of Values, or may require additional information or a more detailed breakdown of costs, subject to their final approval. All Applications for Payments will thereafter be submitted according to the approved payment Schedule.

The CITY reserves the right to advance the date of any payment (including the final

payment) under this Contract if, in its judgment, it becomes desirable to do so.

The CONTRACTOR agrees that, if and when requested to do so by the CITY, it shall furnish such information, evidence and substantiation as the CITY may require with respect to the nature and extent of all obligations incurred by the CONTRACTOR for or in connection with the Work, all payments made by the CONTRACTOR thereon, and the amounts remaining unpaid and the reasons therefor.

The CONTRACTOR warrants that: (1) title to Work, materials and equipment covered by an Application for Payment will pass to the CITY either by incorporation in construction or upon receipt of any payment for the same by the CONTRACTOR, whichever occurs first; (2) Work, materials and equipment covered by Applications for Payment shall be free and clear of liens, claims, security interests or encumbrances; and (3) no Work, materials or equipment covered by an Application for Payment shall be acquired by the CONTRACTOR, or any other entity or person performing any Work at the Site or furnishing materials or equipment for the Project, subject to an Contract or arrangement under which any interest therein or an encumbrance thereon is retained by the seller of such or is otherwise imposed by the CONTRACTOR or such other entity or person.

With each Application For Payment the CONTRACTOR shall certify to the CITY that the Work, for which payment is requested, has been fully completed in accordance with the Contract Documents; that all amounts owed to any subcontractor and subconsultant for Work or materials covered by all previous progress payments have been paid in full; and that the CONTRACTOR has no claim outstanding against the CITY related to this, or any previous progress payment, except any such claim as has been previously served by way of a detailed, verified statement upon the CITY prior to the filing of such Application For Payment. If requested to do so, the CONTRACTOR will file signed Waivers of Lien with each Application for Payment in a form satisfactory to the CITY.

The CONTRACTOR's refusal to accept any payment as tendered shall constitute a waiver of any right to interest thereon.

It is further agreed that so long as the CONTRACTOR fails to comply with any lawful or proper direction concerning the Work or material given by or on behalf of the Director, the CONTRACTOR shall not be entitled to have any estimate made for the purpose of payment. No such estimate shall be rendered until the CONTRACTOR fully and satisfactorily complies with all such directions.

If any of the following occurs: (1) a claim or lien is made or filed with or against the CITY, the Project, or the Project funds by any person claiming that the CONTRACTOR or any subcontractor or other person under subcontract has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work; (2) there is evidence of such nonpayment or of any claim or lien for which, if established, the CITY might become liable and which is chargeable to the CONTRACTOR; (3) the CONTRACTOR or any subcontractor or other person under

subcontract causes damage to the Work or to any other work on the Project; (4) or if the CONTRACTOR fails to perform or is otherwise in default under any of the terms or provisions of this Contract, the CITY shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (i) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (ii) make good any such nonpayment, damage, failure or default, and (iii) compensate the CITY for and indemnify and hold it harmless against any and all actual or potential losses, liabilities, damages, costs and expenses, including legal fees and disbursements, which may be sustained or incurred in connection therewith. The CITY shall have the right to apply and charge against the CONTRACTOR so much of the amount retained as may be required for the foregoing purposes. If the amount is insufficient therefor, the CONTRACTOR shall be liable for the difference and promptly pay the same to the CITY. No person shall have any right or claim by reason of the CITY's failure or refusal to withhold monies. No interest shall be payable by the CITY on any amounts withheld under this provision.

This provision is not intended to limit or in any way prejudice any other right of the CITY.

No payment (final or otherwise) made under or in connection with this Contract shall be conclusive evidence of the proper performance of the Work or of this Contract, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release the CONTRACTOR from any of its obligations under this Contract; nor shall entrance upon and use of the Site by the CITY constitute acceptance of the Work or any part thereof.

If, in the judgment of the Director, the Project is "substantially," although not entirely, completed, and in this event the withholding of the retained percentage would be an injustice to the CONTRACTOR, the Director may, provided that he receives certification that the essential items in the Contract have been completed in accordance with the terms of the Contract, include in the final account such uncompleted items. The CITY will pay the CONTRACTOR therefor at the item prices in the Contract upon the CONTRACTOR's depositing with the Director a certified check drawn upon a legally incorporated bank or trust company equal to at least double the value of such uncompleted Work. The deposit may be used by the Director to complete the uncompleted portion of the Contract and any unused portion may be returned to the CONTRACTOR upon its satisfactory completion of the uncompleted Work within a specified number of working days after it has been notified to proceed.

#### ARTICLE 10. PAYMENT TO SUBCONTRACTORS AND SUPPLIERS

The CONTRACTOR shall, within thirty (30) days after its receipt of payment from the CITY, pay all amounts due any supplier or subcontractor, whether for labor performed or materials furnished hereunder, when such labor or materials have been included in a requisition submitted by the CONTRACTOR and paid by the CITY.

The CONTRACTOR shall include in each of its contracts and subcontracts hereunder a provision requiring each contractor or subcontractor to pay all amounts due any of its own subcontractors, (second tier subcontractors), whether for labor performed or materials furnished, within thirty (30) days after such contractor or subcontractor is paid by the CONTRACTOR an amount that includes payment for labor or materials furnished by such second tier subcontractor.

#### ARTICLE 11. FINAL PAYMENT

Final payment and payment of any amounts retained shall not become due until the following conditions precedent have been met: (1) the CITY accepts the Project and approves of all the Work performed hereunder; (2) the CONTRACTOR submits the following documents satisfactory to the CITY (a) certification that all payrolls, bills for materials, labor and equipment, and all other indebtedness connected with the Project, for which the CITY or CITY's property might be liable, have been paid or otherwise satisfied and that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, materials, equipment or other items performed, furnished or incurred for or in connection with the Work; (b) written consent of surety, if applicable; (c) a certificate confirming that insurance required by the Contract Documents is to remain in force for the required period of time following completion of the Work; (d) a satisfactory maintenance bond posted with the CITY ensuring the Project in compliance with Section 109-13 of the General Conditions for a period of two (2) years from the date of final acceptance; (e) the CONTRACTOR provides all required certifications that all products and materials comply with applicable specifications and have been properly installed and/or incorporated into the Project including all applicable manufacturers' warranties for same; (f) any other information and documentation establishing payment or satisfaction of all outstanding obligations, to the extent and in such form as may be designated by the CITY, such as, by way of example only, receipts, releases and waivers of liens, including the execution and delivery by the CONTRACTOR, in a form satisfactory to the CITY, of a general release running to and in favor of the CITY; (g) all required Certified Payrolls acceptable to the State of Connecticut Department of Labor; and (h) all Change Orders with sufficient backup/documentation acceptable to the CITY. Should any claim be made or other obligation arise after final payment is made, the CONTRACTOR shall refund to the CITY all expenses paid by the CITY to satisfy, discharge or defend against any such claim, obligation or lien or any action brought or judgment recovered thereon and all costs and expenses, including legal fees and disbursements, incurred in connection therewith.

If the CONTRACTOR cannot, for reasonable cause not of its own fault, furnish any such information or documentation required by the CITY, the CONTRACTOR may furnish a bond satisfactory to the CITY promising to indemnify the CITY against any Project related, outstanding obligation. If any lien remains unsatisfied after final payments are made by the CITY, the CONTRACTOR shall reimburse the CITY for moneys the CITY may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Final payment being tendered by the CITY shall constitute a waiver of claims by the CITY except those arising from:

- A. unsettled liens;
- B. faulty or defective Work or materials;
- C. failure of the Work or materials to comply with requirements of the Contract Documents; or
- D. terms of special warranties provided by the CONTRACTOR, its suppliers, or its subcontractors, or within the Contract Documents.
- E. Claims arising after the authorization of any payment.

Acceptance by the CONTRACTOR, or anyone claiming by or through it, of any interim or final payment hereunder shall constitute and operate as a release of the CITY from any and all claims of any liability or responsibility to the CONTRACTOR for anything done to, furnished for, relating to or in connection with the Project hereunder, and for any act, neglect, default on the part of the CITY or any of its officers, agents, or employees unless the CONTRACTOR serves a detailed and verified statement of claim upon the CITY prior to the acceptance of such payment. Such statement shall specify the items and details upon which the claim is based and any claim shall be limited to such items. The CONTRACTOR's refusal to accept the final payment as tendered shall constitute a waiver of any right to interest thereon.

#### ARTICLE 12. FINAL ACCEPTANCE OF WORK

When, in the opinion of the Director, the CONTRACTOR has fully performed all the required Work under this Contract and any Change Orders issued for the Project to the CONTRACTOR, the Director shall recommend the acceptance of the Work so completed. If the recommendation is accepted, the CITY shall thereupon notify the CONTRACTOR in writing of such acceptance, and copies of such acceptance shall be sent to other interested parties. However, the CITY has the right to reject the whole or any portion of the Work should it be found or known to be inconsistent with the terms of the Contract Documents or otherwise improper. All certifications upon which partial payments may have been made, being merely estimates, are subject to correction in the final determination or upon final payment.

#### **ARTICLE 13. SAFETY**

The CONTRACTOR agrees that it is responsible for preventing accidents and ensuring safety of all persons engaged in the Project or in the vicinity of the Work including members of the general public. The CONTRACTOR shall comply with all laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with all safety standards established during the progress of the Work.

The CONTRACTOR shall at all times provide sufficient, safe and proper facilities for the inspection of the Work by the CITY and its authorized representatives in the field, at shops or at

any other place where materials or equipment for the Work are in the course of preparation, manufacture, treatment or storage. The CONTRACTOR shall, immediately upon receiving written notice from the CITY, stop any part of the Work which is deemed unsafe and proceed to take down all portions of the Work and remove all materials whether worked or unworked, that may be noted as unsound, defective or improper or as in any way failing to conform to this Contract or the Plans, Specifications or other Contract Documents. The CONTRACTOR, at its own cost and expense, shall replace the same with proper and satisfactory Work and materials and make good all Work damaged or destroyed by or as a result of such unsound, defective, improper or nonconforming Work or materials or by the taking down, removal or replacement thereof. The CONTRACTOR agrees that it shall not have nor make any claim for costs, damages, delays or extensions of time arising out of such stoppages. Should the CONTRACTOR neglect to take such corrective measures, the CITY may do so at the cost and expense of the CONTRACTOR and may deduct the cost thereof from any payments due or to become due to the CONTRACTOR.

Notwithstanding the foregoing, CONTRACTOR shall at all times be responsible for ensuring the safety of all persons and property at the Site, regardless of any action or failure to act on the part of the CITY. Nothing set forth herein, nor any action or failure to act by the CITY, shall relieve the CONTRACTOR of its obligations and responsibilities with regard to safety and safeguarding of the Site and all persons and property thereon or adjacent thereto.

#### ARTICLE 14. COMPLIANCE WITH GOVERNMENTAL LAW AND REGULATIONS

The CONTRACTOR shall comply with all applicable laws, codes and regulations governing the Work and the Project, including any and all special requirements of the Contract Documents, including specifically the City of Norwalk Code Chapter 34 and shall require the same of its Trade Contractors and Subcontractors. In addition, all Trade Contractors and Subcontractors working on the Project shall have, throughout the period of the Work, valid State of Connecticut Department of Consumer Protection issued licenses to do business according to the current, applicable regulations.

#### A. Equal Employment Opportunity and Affirmative Action

The CONTRACTOR for itself and all subcontractors and subconsultants employed in connection with the Project shall agree to abide by the provisions of State of Connecticut Executive Orders Numbers 3 and 17 and Presidential Executive Orders Numbers 11246, 11375 and 11063.

The CONTRACTOR or its subcontractors and subconsultants further agree and warrant that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, age, sex, gender identity or expression, marital status, national origin, sexual orientation, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability including, but not limited to blindness, unless it is proven that the disability or characteristic prevents proper performance of the work involved. The CONTRACTOR further agrees to take affirmative

action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability including, but not limited to, blindness -unless it is shown by the CONTRACTOR that such disability prevents performance of the work involved. The terms stated in this paragraph shall be defined as set forth in Connecticut General Statutes Section 4a-60(d).

The CONTRACTOR shall not permit any coercion, intimidation, threatening or interference with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by state or federal laws, including without limitation, the Americans with Disabilities Act.

The CONTRACTOR agrees to comply with any request of the City of Norwalk or the Connecticut Commission on Human Rights and Opportunities to provide information and permit access to pertinent books, records and accounts concerning its employment practices and procedures.

For purposes hereof, discrimination in employment shall include, but need not be limited to, employment advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment and selection for apprenticeship.

The CONTRACTOR agrees and warrants that it will make good faith efforts to employ minority business enterprises as contractors, subcontractors and suppliers of materials on or related to the Project. For purposes of this paragraph the term "minority business enterprise" shall be defined as set forth in Connecticut General Statutes Section 4a-60(e).

The CONTRACTOR will cause the foregoing provisions to be inserted in all trade contracts and subcontracts for any Work related to the Project or covered by this Contract so that such provisions will be binding upon each trade contractor and subcontractor.

- B. In addition, CONTRACTOR shall comply and shall require its trade contractors and subcontractors who perform any Work in connection with the Project to comply with all current, applicable terms of the following, as the same may be amended from time to time:
  - The Civil Rights Act of 1964, as amended;
  - Federal Labor Standards (29 CFR Parts 3, 5 and 5a); Davis Bacon Act;
  - Copeland "Anti-Kickback" Act (18 USC 874), as supplemented in the Department of Labor Regulations (20 CFR Part 3);
  - Flood Disaster Protection Act (PL 93-291);
  - Hatch Act (Title 4 USC Chapter 15);
  - Section 504 of the Rehabilitation Act of 1973;

• The Americans With Disabilities Act;

#### C. <u>Prevailing Wage Requirements</u>

This Contract shall be subject to the Connecticut State Prevailing Wage regulations and requirements and applicable prevailing wage rates- as such may be amended or revised from time to time; and

The CONTRACTOR shall comply, at its own cost, with all such applicable prevailing wage rate regulations, as the same may be revised or amended from time to time. Under no circumstances shall the CONTRACTOR be entitled to any additional payment or any increase in the costs, fees or expenses payable by the CITY hereunder, based on any increase in the cost of compliance with applicable regulations, requirements or any increase in the applicable, prevailing wage rates.

#### D. <u>State Labor and Employment Regulations</u>

Pursuant to Connecticut General Statutes, Section 31-52a, the following provision shall be incorporated into this Contract and each subcontract hereunder insofar as this Contract or any such subcontract relates to a public works project, including, but not limited to, construction, remodeling or repairing of any public facility or structure (except public buildings covered by Section 31-52), site preparation or improvement, appurtenances or highways, or the preparation or improvement of any land or waterway on or in which a structure is situated or to be constructed:

In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to persons who are residents of the State who are, and continuously for at least six (6) months prior to the date hereof have been, residents of this State, and if no such person is available then to residents of other states.

Nothing herein shall abrogate or supersede any provision regarding residence requirements in a collective bargaining agreement to which the contractor is a party. Any contractor who knowingly and willfully employs any person in violation of any provision of this section is subject to fines based on current laws.

Pursuant to Connecticut General Statutes, Section 31-53, the following provision shall be incorporated into this Contract and each subcontract hereunder for work relating to the construction of a public works project where the combined total cost of all Work to be performed by all contractors and subcontractors in connection with the new construction of a Public Works Project is One Million Dollars (\$1,000,000.00) or more, or for work relating to the remodeling,

refinishing, refurbishing, rehabilitation, alteration or repair of any public works project if the total combined cost of all Work to be performed in connection with such project is One Hundred Thousand Dollars (\$100,000.00) or more:

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the Work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Norwalk. CITY Any contractor who is not obligated by Contract to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

In the event that the CITY determines that any mechanic, laborer or workman employed by the CONTRACTOR or any subcontractor directly on the Site for the Work contemplated hereunder has been or is being paid a rate of wages less than that required to be paid, as stated herein, the CITY may, by written notice to the CONTRACTOR, terminate the CONTRACTOR's right to proceed with the Work hereunder or such part of the Work for which there has been a failure to pay the required wages. In the event of such termination, the CITY may prosecute the Work to completion by contract or otherwise and the CONTRACTOR and its sureties shall be liable to the CITY for all costs incurred thereby in excess of the compensation to be paid under this Contract.

Each employer subject to the provisions of Section 31-53 of the Connecticut General Statutes shall comply with the applicable requirements at its own cost and expense and shall not be entitled to any additional payment or increase in its fees payable hereunder as a result of or due to the cost of compliance.

#### ARTICLE 15. RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT

A. If, at any time, the CITY determines that the Work hereunder is not being performed according to the Contract or for the best interest of the CITY or should the CONTRACTOR at any time refuse or neglect to supply a sufficient number of skilled workers or materials of the proper quality and quantity; or fail in any respect to prosecute the Work with promptness and diligence; or cause by any act or omission the stoppage, impede, obstruct, hinder or delay of or interference with or damage to the Work of any other contractors or subcontractors on the Project; or fail in the performance of any of the terms and provisions of this Contract or of the other Contract Documents; or should there be filed by or against the CONTRACTOR a petition in bankruptcy or for an arrangement or reorganization; or should the CONTRACTOR become insolvent or be adjudicated a bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency -- then in any of such events, each of which shall constitute a default hereunder on the CONTRACTOR's part, the CITY shall have the right, in addition to all

other rights and remedies provided by this Contract and the other Contract Documents or by law, to temporarily suspend the execution of the Work by the CONTRACTOR and proceed with the Work under its own direction in accordance with the Contract specifications and in such manner as the Director determines to be in the best interests of the CITY or, the CITY may terminate the CONTRACTOR's employment under this Contract while it is in progress, and thereupon proceed with the Project in such manner and by such process as it determines to be in the best interest of the Project.

In any of the foregoing events, the CONTRACTOR shall not be entitled to receive any further payment under this Contract until the Work shall be wholly completed to the satisfaction of the CITY, as evidenced by written acceptance signed by the Director. All costs, expenses, losses and damages, including attorneys' fees, and all other charges incurred by the CITY for the completion of the Work as a result shall be charged to the CONTRACTOR and deducted by the CITY from any monies due or payable or to become due or payable hereunder. Such costs and expenses shall include not only the cost of completing the Work to the satisfaction of the CITY and of performing and furnishing all labor, services, materials, equipment, and other items required therefor, but also all losses, damages, costs and expenses, (including legal fees and disbursements incurred in connection with reprocurement, in defending claims arising from such default and in seeking recovery of all such costs and expenses from the CONTRACTOR and/or its surety), and disbursements sustained, incurred or suffered by reason of or resulting from the CONTRACTOR's default. If such costs and expenses and other charges exceed the amount stated herein, such excess amount shall be charged to and promptly paid by the CONTRACTOR to the CITY. In computing the amounts chargeable to the CONTRACTOR, the CITY shall not be held to a basis of the lowest prices for which the completion of the Project or any part thereof might have been accomplished, but the CONTRACTOR shall be liable for all sums actually paid or expenses actually incurred in affecting prompt completion of the Project hereunder. The rights described herein are in addition to any other rights and remedies provided by law.

Should the CITY reactivate the performance of the Project, in whole or in part, within one (1) year from the time of suspension, any fees paid to the CONTRACTOR pursuant to this Contract shall be applied as payment on the fees as set forth in the Contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year but not sooner, the CONTRACTOR and the CITY may renegotiate the Contract based upon current conditions or may unilaterally elect to terminate the Contract.

Termination or suspension under this section shall not give rise to any claim against the CITY for damages or compensation in addition to that provided hereunder.

#### ARTICLE 16. INTERPRETATION OF PLANS/SHOP DRAWINGS

The Work shall be performed and furnished under the direction and to the satisfaction of the CITY and, where appropriate, its Architect or Engineer. The CONTRACTOR shall be responsible for identifying any ambiguity in, or difference in interpretation of the plans, specifications or other Contract Documents, or between or among any of them, and immediately submitting the issue to the CITY, which will transmit the same to the responsible professional

designer (i.e., Professional Engineer or Architect) who shall resolve the same. Any decision in relation thereto shall be final and conclusive upon the parties. The CITY will furnish to the CONTRACTOR any additional information and Plans as may be prepared to further describe the Work and the CONTRACTOR shall conform to and abide by the same.

Notwithstanding the dimensions on the Plans, Specifications and other Contract Documents it shall be the obligation and responsibility of the CONTRACTOR to take such measurements as will insure the proper matching and fitting of the Work covered by this Contract with contiguous work.

The CONTRACTOR shall prepare and submit to the Director such shop drawings as may be necessary to describe completely the details and construction of the Work. Approval of such shop drawings shall not relieve the CONTRACTOR of its obligation to perform the Work according to the Plans, Specifications, the Special Conditions, Addenda and all other Contract Documents, nor of its responsibility for the proper matching and fitting of the Work with contiguous work and the coordination of the Work with other work being performed on the Site, which obligation and responsibility shall continue until completion and acceptance of the Project.

The CONTRACTOR's submission of a shop drawing shall constitute the CONTRACTOR's representation that it has reviewed the submission for accuracy and compliance with all Contract Documents and that, wherever engineering is required to be performed, same has been performed by a qualified and licensed engineer which shall have responsibility therefor.

Should the proper and accurate performance of the Work hereunder depend upon the proper and accurate performance of other work not covered by this Contract, the CONTRACTOR shall carefully examine such other work, determine whether it is in fit, ready and suitable condition for the proper and accurate performance of the Work hereunder, use all means necessary to discover any defects in such other work, and before proceeding with the Work hereunder, report promptly any such improper conditions and defects to the CITY in writing and allow the CITY a reasonable time to have such improper conditions and defects remedied.

#### ARTICLE 17. REJECTED WORK AND MATERIAL

In the event the CITY finds that the materials furnished, the finished Project or the Work performed hereunder by the CONTRACTOR, for any reason, does not conform with the requirements of the Contract Documents including any performance and Project specifications and has resulted or will result in an inferior or unsatisfactory product, the materials or Work shall be removed and replaced or otherwise corrected, to the satisfaction of the CITY, by and at the expense of the CONTRACTOR.

The CONTRACTOR agrees that it shall at once remove from the Site at its own expense all Work or material which may be rejected by the CITY and replace the same with Work or

material satisfactory to the CITY. All Work shall be in a first class and satisfactory condition at the time of final acceptance.

#### ARTICLE 18. LAWS, PERMITS, AND LICENSES

The CONTRACTOR shall observe all Federal, State, and local laws and regulations and shall procure all necessary licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work hereunder without any additional charge or expense to the CITY. CONTRACTOR shall be responsible for and shall correct, at its sole cost and expense, any violation thereof resulting from or in connection with the performance or failure to perform the Work.

The CONTRACTOR shall at any time upon demand furnish such proof as the CITY may require showing such compliance and the correction of such violations. The CONTRACTOR agrees to save harmless and indemnify the CITY, its officers and employees, from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the CONTRACTOR's failure to comply with any of said laws, ordinances, rules, regulations, standards, orders, notices or requirements or to correct such violations therefor in connection with the performance of Work.

#### ARTICLE 19. EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR shall agree to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning its employment practices and procedures. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any of the Work covered by this Contract so that such provisions will be binding upon each subcontractor.

#### ARTICLE 20. SUCCESSORS AND ASSIGNS

This Contract shall bind the successors, assigns and representatives of the parties hereto. Notwithstanding the foregoing, this Contract may not be assigned by the CONTRACTOR nor shall the CONTRACTOR's rights, title or interest herein or hereto be assigned, transferred, conveyed, sublet, or disposed of without the previous written consent of the Director.

#### ARTICLE 21. RESPONSIBILITY FOR THE SITE

At all times throughout the performance of this Contract and until final acceptance of the Work hereunder, the CONTRACTOR shall be in control of and responsible for the Site and for any loss or damage to the Work to be performed and furnished under this Contract, however caused. This shall include responsibility for loss of or damage to materials, tools, equipment,

appliances or other personal property owned, rented or used by the CONTRACTOR or anyone employed by it in the performance of the Work, however caused. Accordingly, the CONTRACTOR shall, at its own cost and expense, (1) keep the Site free at all times from all waste materials, packaging materials and other rubbish accumulated in connection with the execution of its Work, (2) clean and remove from its own Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete or dirt caused by the execution of its Work and make good all defects resulting therefrom, (3) at the completion of its Work in each area, perform such cleaning as may be required to leave the area "broom clean," and (4) at the entire completion of its Work, remove all of its tools, equipment, scaffolds, shanties and surplus materials. Should the CONTRACTOR fail to perform any of the foregoing to the CITY's satisfaction, the CITY shall have the right to perform and complete such Work itself or through others and charge the cost thereof to the CONTRACTOR.

#### ARTICLE 22. INSURANCE

The CONTRACTOR agrees to obtain at its own cost and expense all insurance required by the attached Insurance Rider and to keep the same in continuous effect for a period of two (2) years following the date on which the Director indicates the termination of the CONTRACTOR's responsibilities hereunder. Before commencing the Project, the CONTRACTOR shall furnish the CITY's Corporation Counsel a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the CITY. Each insurance certificate shall be endorsed to name the City of Norwalk as an additional insured party and shall provide that the insurance company providing coverage shall notify the CITY by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

Waiver of Subrogation: Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

#### **ARTICLE 23. INDEMNIFICATION**

The CONTRACTOR expressly agrees to at all times indemnify, defend and save harmless the City of Norwalk and its respective officers, agents and employees, on account of any and all demands; claims; damages; losses; litigation; financial costs and expenses, including counsel's fees; and compensation arising out of personal injuries (including death), any damage to property, real or personal, and any other loss, expense or aggrievement directly or indirectly arising out of, related to or connected with the Project and the Work to be performed hereunder by the CONTRACTOR, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The CONTRACTOR shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Contract; shall be separate and independent of any other provision or requirement of this Contract; and shall not be limited by reason of any insurance coverage provided hereunder.

The CITY may withhold from any payment due or to become due to the CONTRACTOR an amount sufficient in its judgment to protect and indemnify the CITY, its officers, agents, servants and employees from and against any and all such claims and liabilities described above.

Nothing in this provision, or elsewhere in this Contract, shall be deemed to relieve the CONTRACTOR of its duty to defend the CITY or any Indemnified Party, as specified in this Contract, pending a determination of the respective liabilities of the CONTRACTOR, the CITY, or any Indemnified Party, by legal proceeding or Contract.

In furtherance to but not in limitation of the indemnity provisions in this Contract, CONTRACTOR hereby expressly and specifically agrees that its obligation to indemnify, defend and save harmless as provided in this Contract shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under workers' compensation laws.

#### ARTICLE 24. SUBCONTRACTING AND ASSIGNMENTS

The CONTRACTOR shall not subcontract any portion of the Work to be performed hereunder unless the prior written consent of the Director is given for both the Work to be subcontracted and the subcontractor to perform the same.

In the event that the CITY approves of the hiring of subcontractors or subconsultants to pursue the Project, the CONTRACTOR agrees to cooperate as fully as possible with the CITY and any and all such subcontractors and subconsultants in the interests of the Project. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of its subcontractors and subconsultants as it is for the acts and omissions of its direct employees and shall require any subcontractor or subconsultant approved by the CITY to agree in a written contract to observe and be bound by all obligations and conditions of this Contract to which CONTRACTOR is bound hereby including the requirements regarding insurance and indemnification.

Each subcontract Contract shall preserve and protect the rights of the CITY and the Project Architect/Design Engineer, under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow the subcontractor, unless specifically provided otherwise, the benefits of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR has against the CITY pursuant to the Contract Documents.

Nor shall CONTRACTOR assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Contract including, but not limited to, any right to receive payments hereunder, without the prior written consent of the CITY in its sole discretion. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event CONTRACTOR assigns, sells, encumbers or otherwise transfers its rights to any monies due or to become due under this Contract as security for any loan, financing or other indebtedness (herein "Assignment"), notification to the CITY of such Assignment must be sent by certified mail, return receipt

requested, and the Assignment shall not be effective as against the CITY until the CITY provides its written consent to such Assignment. CONTRACTOR agrees that any such Assignment shall not relieve the CONTRACTOR of any of its Contracts, duties, responsibilities or obligations under this Contract and the other Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between the CITY and assignee or transferee. CONTRACTOR further agrees that all of the CITY's defenses and claims arising out of this Contract with respect to any Assignment are reserved unless expressly waived in writing by a duly authorized corporate officer. CONTRACTOR hereby agrees to indemnify, defend and hold harmless the CITY from and against any and all loss, cost, expense or damages that the CITY has or may sustain or incur in connection with such Assignment.

#### **ARTICLE 25. WARRANTY**

The CONTRACTOR hereby warrants to the CITY that all of the Work shall be in conformance with the Plans, Specifications, and all Contract Documents and shall be of good quality and free from any faults and defects.

The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the CITY any portion of the Work, materials or equipment which, at any time up until two (2) years from the date of final acceptance of the Work hereunder, the Architect or the CITY shall condemn as unsound, defective or improper or as in any way failing to conform to this Contract or the plans, specifications or other Contract Documents, and the CONTRACTOR, at its own cost and expense, shall replace the same with proper and satisfactory Work, materials and/or equipment.

Without limiting the generality of the foregoing, the CONTRACTOR warrants to the CITY that all materials and equipment furnished under this Contract will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents; that the Work performed and materials used pursuant to this Contract will be free from any defects and that the Work will conform with the requirements of the Contract Documents. Work not conforming to such requirements, not of the prescribed quality, or not capable of meeting the CITY's performance specifications, including substitutions not properly approved and authorized, shall be considered defective and must be removed and replaced by CONTRACTOR at its own cost and expense. All warranties contained in this Contract and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law.

#### ARTICLE 26. NOTICE OF CLAIMS

Claims by either party must be in writing and sent within thirty (30) days following the occurrence of an event giving rise to the claim or within thirty (30) days after the claimant first acquires knowledge of or information concerning the claim, whichever occurs later to the extent that such knowledge or information could not have been reasonably obtained earlier. Claims must be made in writing and sent to the other party at the address(es) listed herein and shall describe the nature of the claim, the events or circumstances that gave rise to the claim with

reasonable detail, and the amount thereof to the best of the claimant's information.

#### ARTICLE 27. GENERAL PROVISIONS

- A. This Contract shall be deemed binding only to the extent that sufficient funds are available and appropriated to the CITY for payment in accordance with the terms hereof and no liability on account of this Contract shall be incurred by the CITY beyond such moneys as are properly made available and appropriated for the Project.
- B. The relationship of the CONTRACTOR to the CITY is that of an independent CONTRACTOR. The CONTRACTOR covenants and agrees that it will conduct itself consistent with such status; that it will neither hold itself nor any of its employees or agents out as nor claim to be an officer, agent, or employee of the CITY by reason hereof; and that it will not, neither for itself nor on behalf of any of its employees, agents, or subcontractors, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
- C. The CONTRACTOR hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. Should the CONTRACTOR be unable to certify the above statement, it shall attach a certified statement explaining such to this Contract. The CONTRACTOR further agrees to include the foregoing certification in any subcontract or purchase order, which it may enter into in furtherance of the Work contemplated hereunder.
- D. No member of the governing body of the CITY, and no other officer, employee, or agent of the CITY, shall have any personal interest, direct or indirect, in this Contract, except as permitted by the Code of Ethics of the City of Norwalk; and the CONTRACTOR covenants that no person having such interest shall be employed in the performance of this Contract.
- E. This Contract shall be construed in accordance with the laws of the State of Connecticut, and any action at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.
- F. The CONTRACTOR shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Contract or the services to be performed hereunder, and shall commit no trespass on any private property in performing any of the Work embraced herein.
- G. This Contract incorporates all the understandings of the parties hereto, supersedes any and all Contracts and negotiations reached and all commitments made by the parties prior to the execution of this Contract, whether oral or written, and shall not be released, amended or modified in any way unless by a written instrument signed by the parties hereto.

- H. If any provision of this Contract is held invalid, the balance of the provisions of this Contract shall not be affected thereby if the balance of the provisions of this Contract would then continue to conform to the requirements of applicable laws.
- I. Each and every provision and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the written consent of the parties, this Contract shall forthwith be physically amended to make such insertion.
- J. All notices of any nature referred to in this Contract shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

**To the City:** «DepartmentHead»,

«DepartmentHeadTitle»

Norwalk «Department» Department 125 East Avenue, PO Box 5125 Norwalk, Connecticut 06856-5125

**With copies to:** Office of Corporation Counsel

125 East Avenue, Room 237

PO Box 5125

Norwalk, Connecticut 06856-5125

**To the Contractor:** «VendorAuthorizer», «VendorAuthorizerTitle»

«VendorName» «VendorAddress1»

«VendorCity», «VendorState» «VendorZip»

- K. The City of Norwalk's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices. Thus, all individuals and entities seeking to do work for the CITY are expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices. The CITY reserves the right at its discretion, but does not assume the obligation to require proof of valid citizenship or, in the alternative, proof of a valid green card for each person employed in the performance of work or services for the City of Norwalk. By reserving this right the CITY does not assume any obligation or responsibility to enforce or ensure compliance with the applicable laws and/or regulations.
- L. The Contract and its attached exhibits include applicable State of Connecticut and federal governmental requirements that the Contractor must comply with and must require its subcontractors and consultants to comply with. The Contractor hereby acknowledges that such requirements are subject to revision by the state or federal governmental authorities from time to

time during the Contract term and that, by entering into a Contract with the City, the Contractor agrees to be subject to such revised requirements and changes in law or regulations as in effect at any given time and, as a result thereof, shall perform any additional obligations with respect to the particular Project, throughout the term of this Contract. The Contractor shall observe all federal, state and local laws, Ordinances, policies, practices and regulations. In addition, the Contractor agrees to promptly procure all necessary approvals, licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work.

- M. In case of a conflict between the provisions of the Contract any state and federal requirements, or any specification, guide, manual, policy, or requirement of the Contract Documents, or other publication referenced herein, the provision containing additional details or more stringent requirements will control. In case of the Contractor's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the City shall have the right to determine, in its sole discretion, which provision applies. The Contractor shall promptly request in writing the City's determination upon the Contractor's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of the Contract.
- N. With respect to any referenced guide, manual, policy, document, or other publication noted in the Contract and noted to be subject to revision throughout the term of the Contract, the Contractor agrees to comply with the version of the document or publication that is in effect on the date effective of the Contract.
- O. The Contractor shall cooperate fully with the City and permit the City, or other state or federal authority, as applicable, to review, at any time during the Work, all activities performed by the Contractor with respect to any Work under this Contract. Upon request of the City, the Contractor shall timely furnish all documents related to the Work so that the City may evaluate the Contractor's activities with respect to the Project, including, but not limited to, its performance of the Work pursuant to this Contract, and applicable law.

#### P. The CONTRACTOR hereby represents to the CITY as follows:

- (i) That it is a legally existing corporation under the laws of its state of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;
- ii) that it has the financial resources to perform this Contract and that it is not the subject of any litigation or action, pending or threatened, regarding this Contract or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Contract;

- (iii) that it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Contract and to assume the responsibilities and obligations created hereunder;
- (iv) that this Contract is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the CONTRACTOR hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions; and
- (v) that it is in compliance with all applicable regulations and laws governing employment practices.

**IN WITNESS WHEREOF**, this Contract has been executed in four (4) counterparts by the CITY, acting by and through its Mayor, who has caused the seal of his office to be affixed hereto, and the CONTRACTOR has duly executed this Contract on the day and year first above written.

Signed, Sealed and Delivered in the Presence of:	CITY OF NORWALK
Witness	$\mathbf{R}_{\mathbf{W}}$
Witness	By: «ContractAuthorizer» Its «ContractAuthorizerTitle» Duly Authorized
	Date Signed:
Signed, Sealed and Delivered in the Presence of:	«VendorName»
Witness	_
XX7',	By:
Witness	«VendorAuthorizer» Its «VendorAuthorizerTitle» Duly Authorized
	(Affix corporate seal of contractor if a corporation)
	Date Signed:

# OFFICE OF CORPORATION COUNSEL By:\_\_\_\_\_ APPROVED AS TO AVAILABILITY OF FUNDS: By:\_\_\_\_\_ Comptroller

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

APPROVED AS TO FORM:

### **INSURANCE RIDER**

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

### Minimum Scope and Limits of Insurance:

**Workers' Compensation Insurance**: With respect to all operations the Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

**Automobile Liability**: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

**Umbrella/Excess Liability:** With respect to all operations the Contractor performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

**Environmental Liability:** If applicable, based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation (Contractor's Pollution Liability –CPL-) insurance in the amount of Five Million Dollars (\$5,000,000) per claim limit and Five Million Dollars (\$5,000,000) aggregate limit per occurrence. If the insurance is provided with a combination of excess pollution liability policies, the policy shall be written on a follow form coverage wording to its underlying Schedule of insurance.

Errors and Omissions/Professional Liability: With respect to any damage caused by a negligent act, error, or omission of the Contractor, the Contractor shall carry minimum Five Million Dollars (\$5,000,000) coverage per claim and in the aggregate. With respect to any damage caused by a negligent act, error, or omission of the Contractor's subconsultants, the subconsultants shall carry minimum Two Million Dollars (\$2,000,000) coverage per claim and in the aggregate.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

**Acceptability of Insurers**: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

**Subcontractors**: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

**Aggregate Limits**: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

**Deductibles and Self-Insured Retentions**: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

**Notice of Cancellation or Nonrenewal**: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute

coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the Contractor's services.

**Waiver of Governmental Immunity**: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

**Additional Insured**: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City of Norwalk as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**Waiver of Subrogation**: Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

**Waiver of requirements**: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

# 1.4 INSURANCE REQUIREMENTS

### **INSURANCE RIDER**

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

## Minimum Scope and Limits of Insurance:

**Workers' Compensation Insurance**: With respect to all operations the Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

**Automobile Liability**: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

**Umbrella/Excess Liability:** With respect to all operations the Contractor performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

**Environmental Liability:** If applicable, based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation (Contractor's Pollution Liability –CPL-) insurance in the amount of One Million Dollars (\$1,000,000) per claim limit and One Million Dollars (\$1,000,000) aggregate limit per occurrence. If the insurance is provided with a combination of excess pollution liability policies, the policy shall be written on a follow form coverage wording to its underlying Schedule of insurance.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

**Acceptability of Insurers**: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

**Subcontractors**: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

**Aggregate Limits**: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

**Deductibles and Self-Insured Retentions**: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the Contractor's services.

**Waiver of Governmental Immunity**: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

**Additional Insured**: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City of Norwalk as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**Waiver of Subrogation**: Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

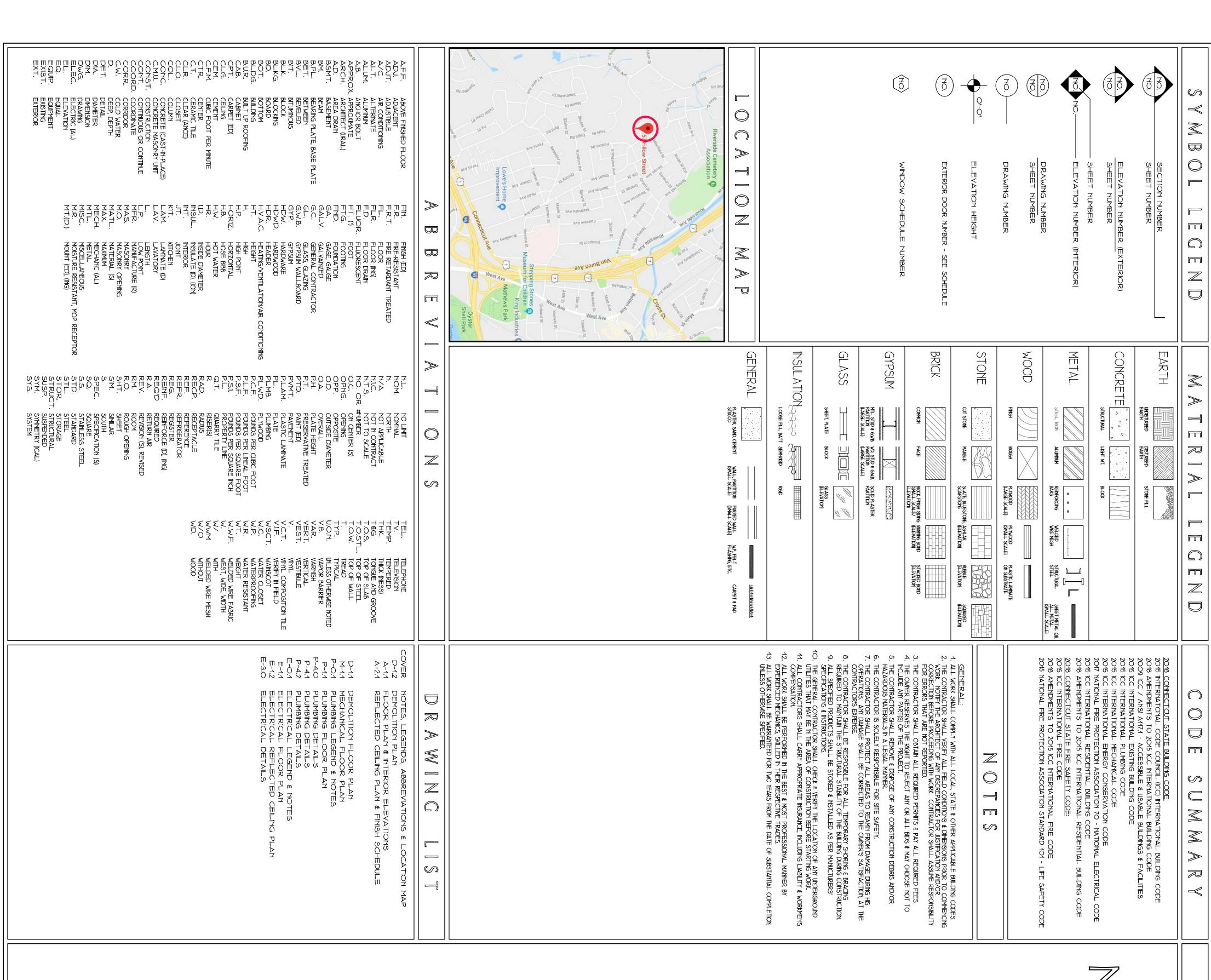
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**Waiver of requirements**: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

# **SECTION 2**

# **SCOPE OF WORK AND PROJECT DRAWINGS**

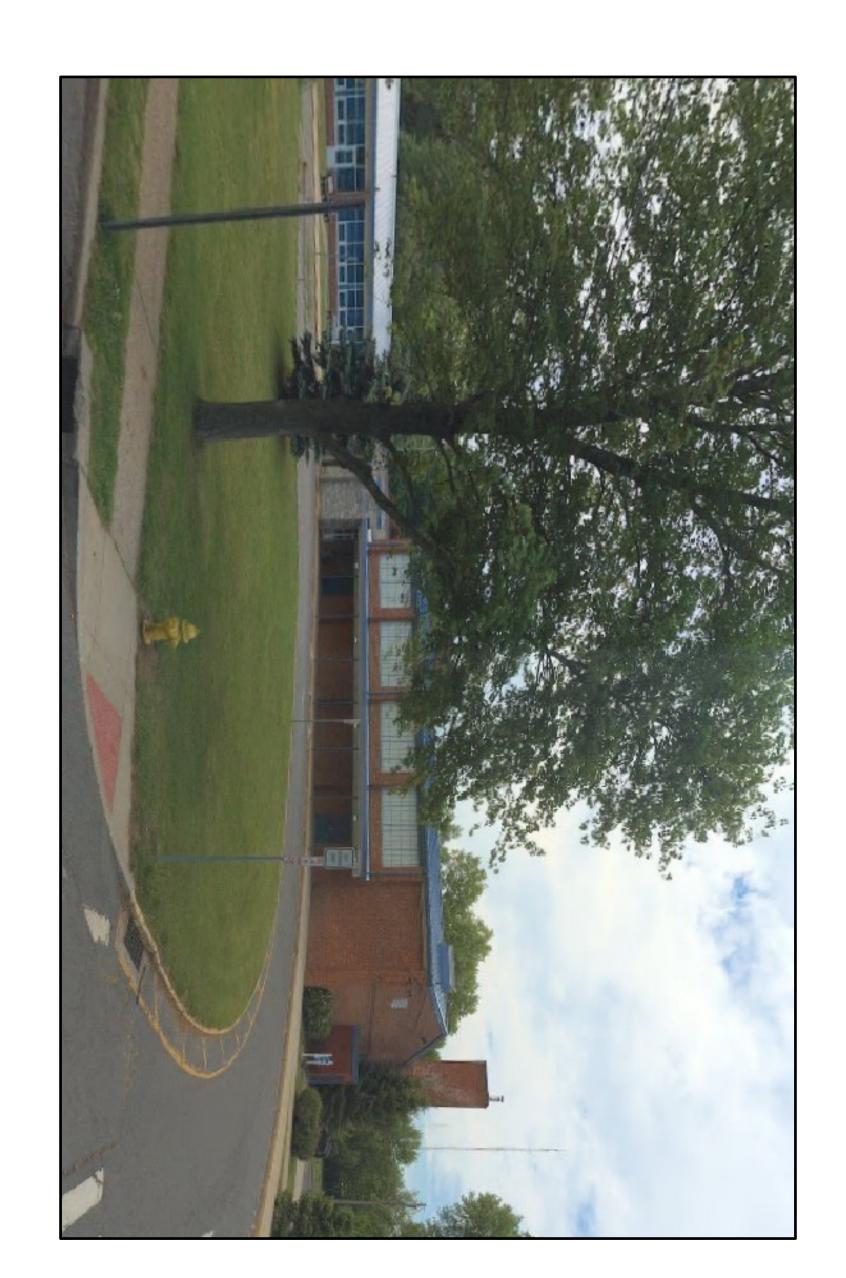
The Kendall Elementary School New Dishwashing Room and Store Upgrades project consists of renovating an existing storage room to build a new dishwashing room to support the current cafeteria. The project consists of new plumbing, electrical, mechanical modifications and architectural finishes. Also as part of the project the existing school store is to receive new aesthetic and finish upgrades to attract students to it.



# Vew Dishwashing Room & Store Upgrade KENDALL ELEMENTARY SCHOOL

70

57 Fillow Street Norwalk, Connecticut



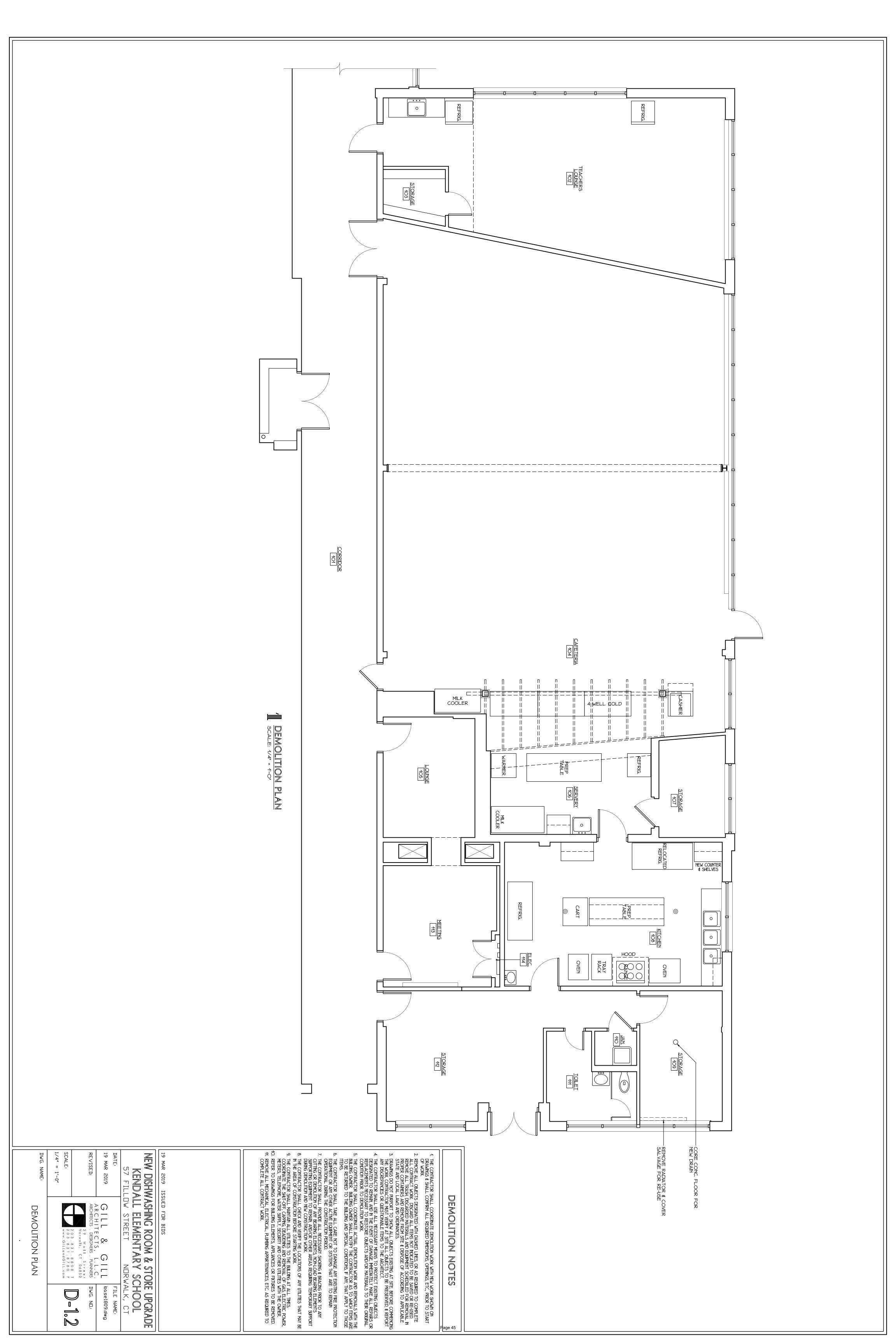
March 19, 2019

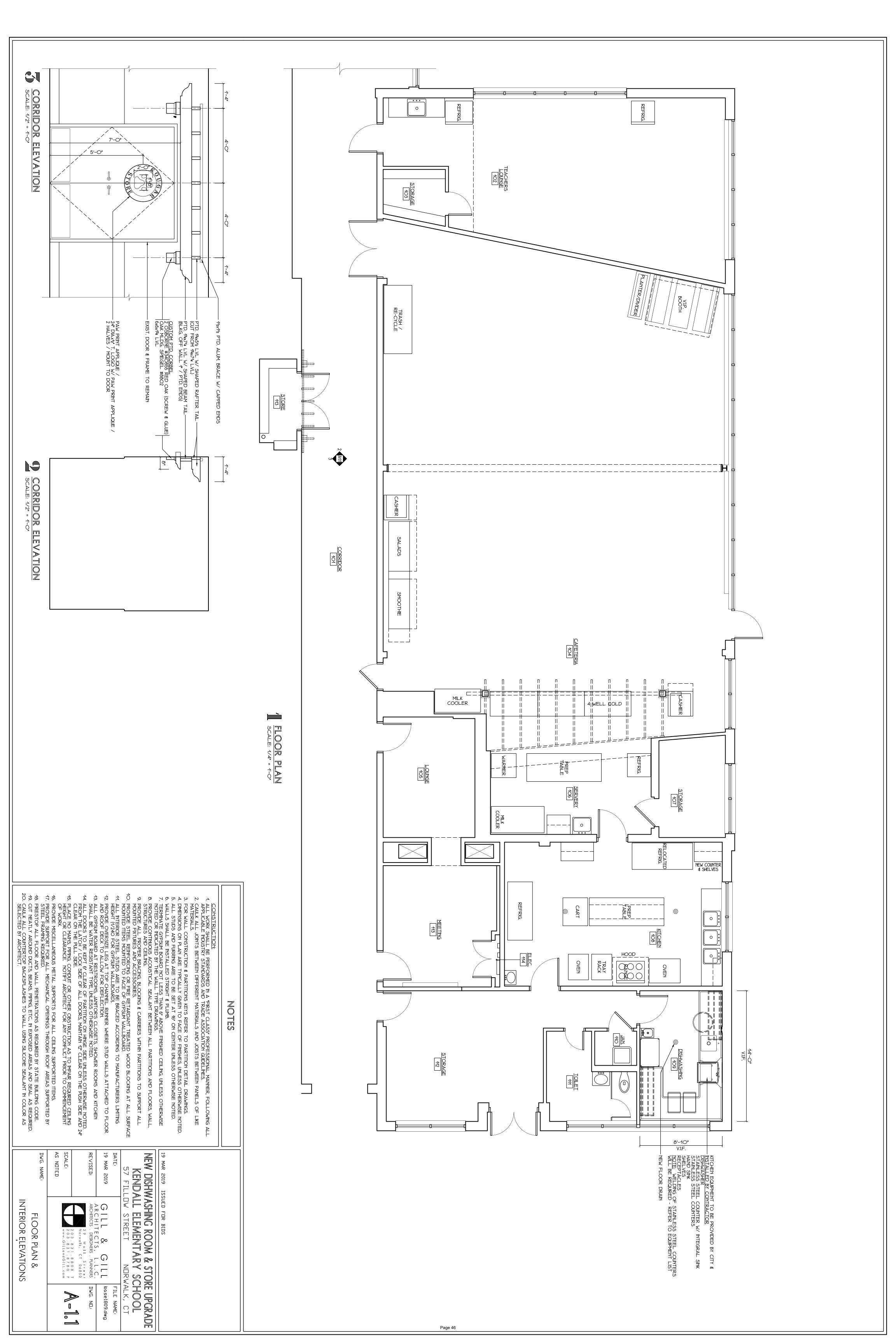
ARCHITECTS. DESIGNERS. PLANNERS

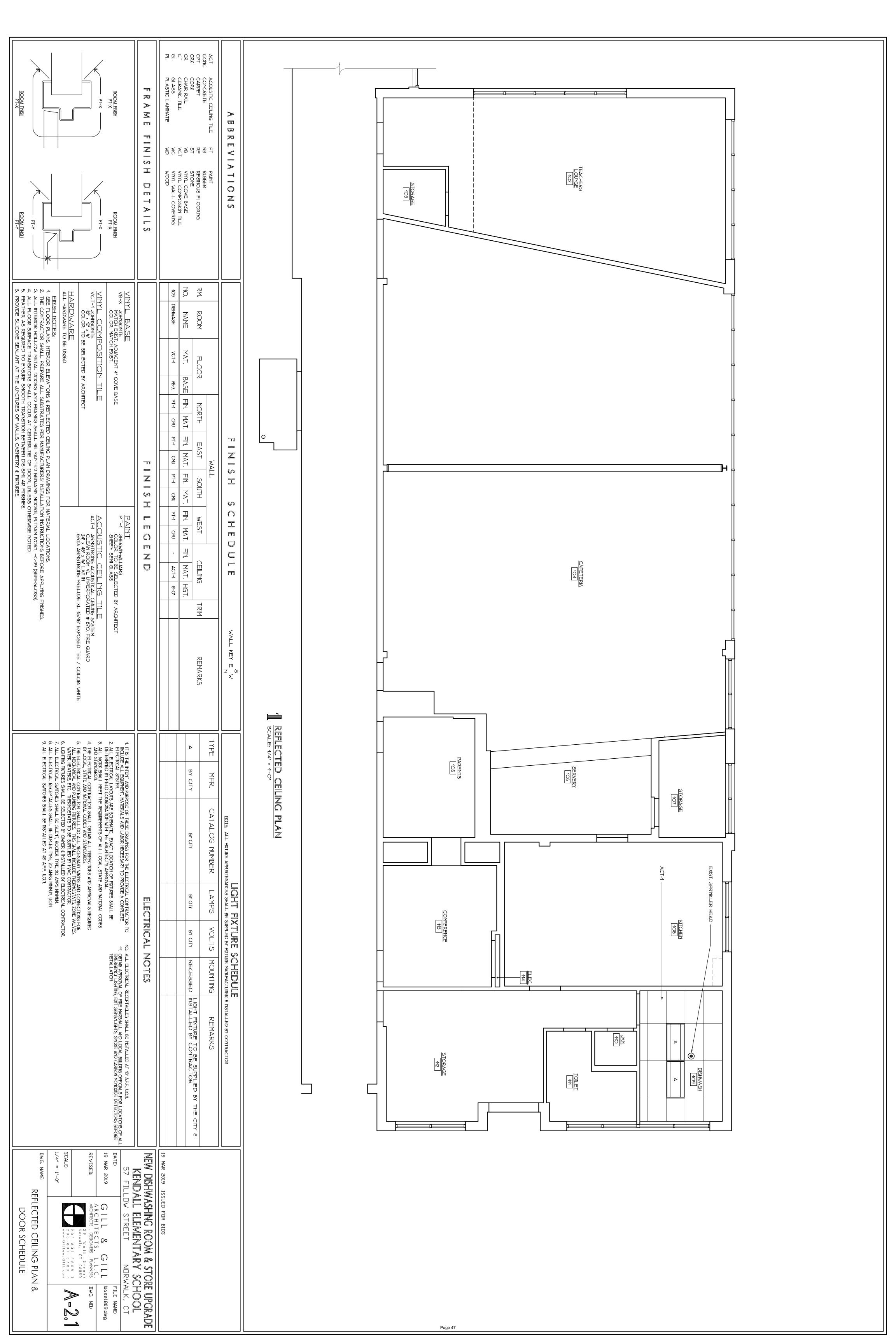
Norwalk, CT 06850

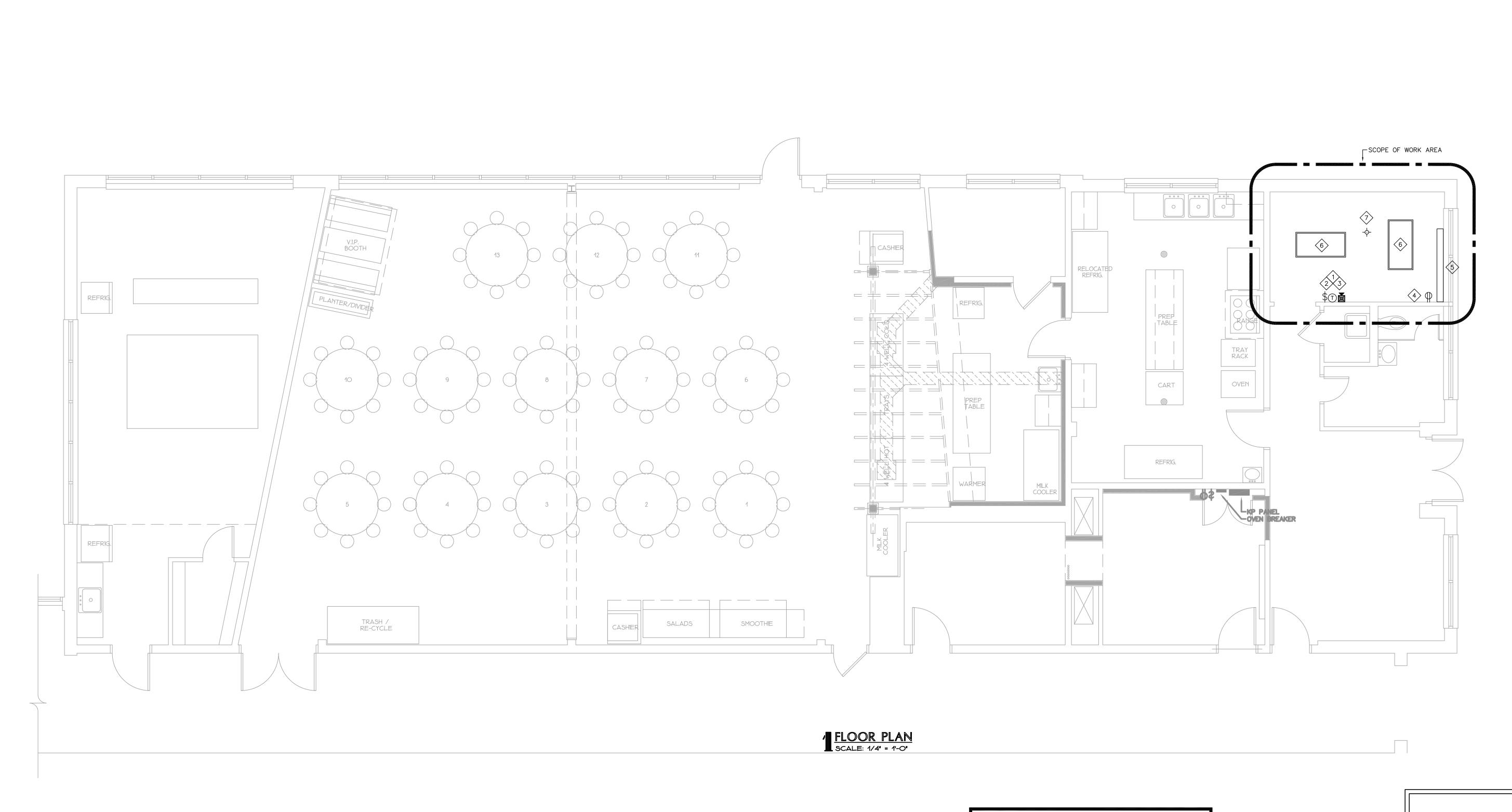


25 Van Zant Street Norwalk, CT 06855 203.810.4191





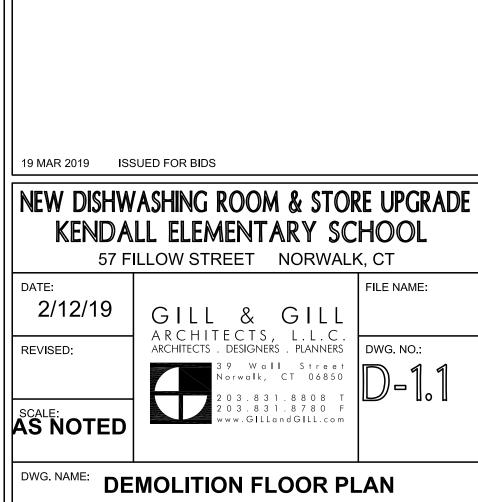


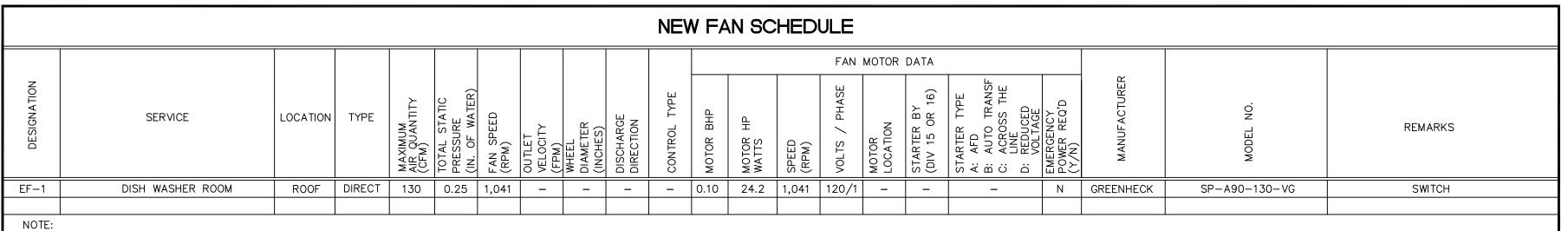




- EXISTING LIGHT SWITCH TO BE REMOVE. NEW OCCUPANCY SWITCH SHALL BE PROVIDED IN NEW LOCATION AS SHOWN ON NEW WORK DRAWINGS.
- EXISTING THERMOSTAT TO BE REMOVE. A NEW THERMOSTAT SHALL BE PROVIDED IN A NEW LOCATION AS SHOWN ON NEW WORK DRAWINGS.
- 4 EXISTING OUTLET TO BE REMOVED.
- EXISTING WALL MOUNTED HYDRONIC HEATER AND ALL ASSOCIATED PIPING AND ELECTRICAL CONNECTIONS TO BE REUSED AND RELOCATED TO ABOVE WINDOW AS SHOWN ON NEW WORK DRAWINGS. THE EXISTING HEATER HOT WATER LOOP SHALL BE RECONNECTED AND REPAIRED AS REQUIRED. CONTRACTOR TO PROVIDE ALTERNATE PRICING FOR NEW, SMALLER, HEATER COVER.
- EXISTING LIGHTS ARE TO REMOVED AND REPLACED WITH NEW LIGHT FIXTURES, PROVIDED BY OWNER, AS SHOWN ON THE NEW WORK DRAWINGS. NEW LIGHTS SHALL REUSE/RECONNECTED TO THE EXISTING LIGHTING CIRCUIT.
- 7 EXISTING SPRINKLER HEAD TO REMAIN. PROTECT SPRINKLER HEAD DURING CONSTRUCTION.







PROVIDE ROOF, MOTORIZED DAMPER. PROVIDE SPEED CONTROL AND BALANCE TO INDICATED CFM.

# HVAC GENERAL SPECIFICATIONS

1. ALL MECHANICAL EQUIPMENT AND INSTALLATIONS SHALL CONFORM WITH THE REQUIREMENTS OF THE LATEST EDITION INTERNATIONAL MECHANICAL CODE, THE LATEST EDITION INTERNATIONAL BUILDING CODE, THE STATE ENERGY CODE, NFPA 90A, 96, 101, UNDERWRITERS LABORATORIES (OR ETL) AND ALL APPLICABLE LOCAL

2. PRIOR TO PURCHASING ANY MATERIALS OR STARTING ANY WORK, CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS. SHOWN ON THE DRAWINGS OR AFFECTING THIS WORK AND SHALL REPORT ANY DEVIATIONS TO THE ARCHITECT.

3. SHOP DRAWINGS SHALL BE SUBMITTED TO AND APPROVED BY THE ARCHITECT PRIOR TO ORDERING, PURCHASING, OR FABRICATING ANY MECHANICAL EQUIPMENT. SHOP DRAWINGS SHALL INCLUDE: ALL EQUIPMENT SCHEDULED OR SPECIFIED ON THE DRAWINGS; DUCTWORK DRAWN TO 1/8" SCALE OR THE SCALE SHOWN ON THE DRAWINGS: REFRIGERANT PIPING AND CONTROL WIRING SCHEMATICS APPROVED BY THE AIR CONDITIONING EQUIPMENT MANUFACTURER.

4. CONTRACTOR SHALL COORDINATE ELECTRICAL CHARACTERISTICS AND REQUIREMENTS OF ALL MECHANICAL EQUIPMENT WITH ELECTRICAL DRAWINGS PRIOR TO ORDERING EQUIPMENT OR SUBMITTING SHOP DRAWINGS, AND SHALL FURNISH EQUIPMENT WIRED FOR THE VOLTAGES SHOWN THEREIN.

5. ALL MECHANICAL EQUIPMENT REQUIRING ELECTRICAL POWER SHALL BE INSTALLED WITH DISCONNECT SWITCHES AT EACH PIECE OF EQUIPMENT. COORDINATE SWITCH TYPE (FUSED OR NON-FUSED) WITH EQUIPMENT CHARACTERISTICS, MANUFACTURER'S RECOMMENDATIONS AND ELECTRICAL DRAWINGS.

6. ALL REQUIRED CONTROL WIRING NOT SHOWN ON THE ELECTRICAL DRAWINGS SHALL BE INCLUDED AS PART OF THE MECHANICAL WORK. WIRING IN HVAC PLENUM SPACES SHALL BE INSTALLED ACCORDING TO CODE REQUIREMENTS.

7. UNLESS NOTED OTHERWISE, STARTERS, SMOKE DETECTORS, TRANSFORMERS, CONTROLS AND CONTROL WIRING REQUIRED FOR ALL MECHANICAL SYSTEMS SHALL BE FURNISHED AND INSTALLED BY THE MECHANICAL CONTRACTOR.

8. ALL DUCTWORK SHALL BE SUPPORTED BY THE BUILDING STRUCTURE AND SHALL NOT REST ON CEILING TILES OR CEILING STRUCTURE. DUCT SUPPORTS AND ATTACHMENT TO STRUCTURE SHALL BE AS PER SMACNA STANDARDS.

9. ALL MECHANICAL EQUIPMENT SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.

10. ALL MECHANICAL EQUIPMENT AND SYSTEMS SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR AFTER ACCEPTANCE BY OWNER.

11. DESIGN TO COMPLY TO CONNECTICUT ENERGY CODES.

12. ALL MECHANICAL EQUIPMENT SHALL BE LABELED WITH BAKELITE NAMEPLATE WITH 2" HIGH WHITE LETTERS ON A BLACK BACKGROUND, NAMEPLATE SHALL SHOW EQUIPMENT TAG USED ON THESE DRAWINGS.

13. EXHAUST DUCTWORK SHALL BE SHEET METAL AND SHALL NOT BE INSULATED UNLESS NOTED OTHERWISE.

14. ALL THERMOSTATS SHALL BE INSTALLED WITH LOCKING COVERS IN COMMON AREAS SUBMIT CATALOG CUT FOR APPROVAL.

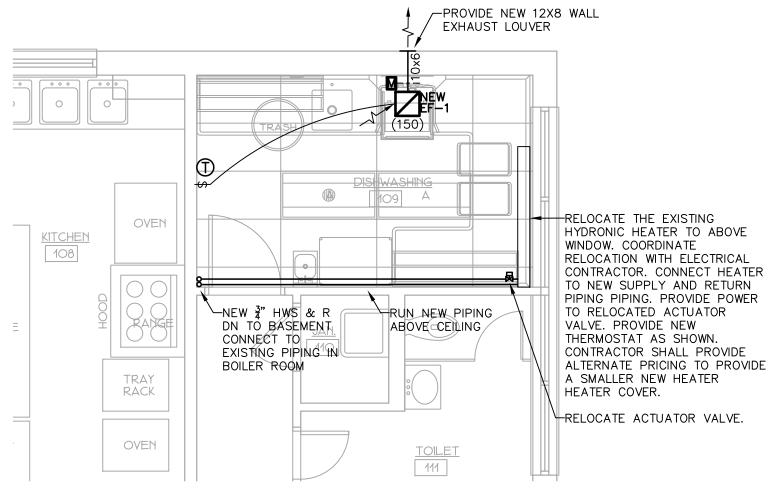
15. MOUNT THERMOSTATS AND HUMIDISTATS 4'-6" AFF UNLESS NOTED OTHERWISE. PROVIDE CLEAR LOCKING COVER ASSEMBLIES FOR ALL PUBLIC AREA THERMOSTATS AND HUMIDISTATS.

16. DUCTWORK DIMENSIONS SHOWN ON THE DRAWINGS ARE INSIDE CLEAR DIMENSIONS.

# HVAC SYMBOLS NEW MAIN DUCTWORK NEW THERMOSTAT NEW EQUIPMENT EXISITNG EQUIPMENT RETURN/EXHAUST/TRANSFER AIR FLOW NEW EXHAUST FAN

**T**/

**←**√



FLOOR PART PLAN
SCALE: 1/4' = 1'-0'

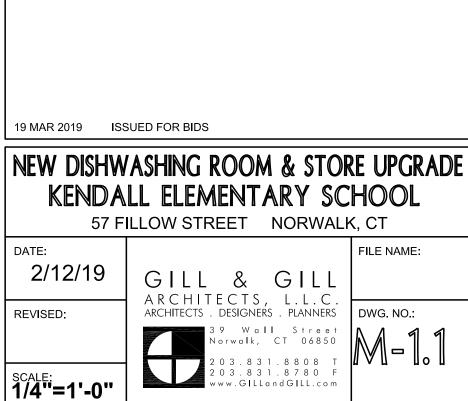


PETERSON

PEG

ENGINEERING GROUP L

25 Van Zant Street Norwalk, CT 06855 203.810.4191



ABBREVIA	TIONS
SYMBOL	DESCRIPTION
ABBREVIATIONS	DESCRIPTION
ABBREVIATIONS  AFF AD BFG CI CO CW DN D.P.C.O. DFU DR EWC ELEV FD F.C.O	DESCRIPTION  ABOVE FINISHED FLOOR  AREA DRAIN  BELOW FLOOR GRADE  CAST IRON  CLEAN OUT  COLD WATER  DOWN  DECK PLATE CLEAN OUT  DRAINAGE FIXTURE UNITS  DRAIN  ELECTRIC WATER COOLER  ELEVATION  FLOOR DRAIN FLOOR CLEAN OUT
WPCO HW INV IE IM LAV REF S SH SS V VTR W WC WPCO	WALL PLATE CLEAN OUT HOT WATER INVERT INVERT ELEVATION ICE MAKER LAVATORY REFRIGERATOR SOIL SHOWER SERVICE SINK VENT VENT THROUGH ROOF WASTE WATER CLOSET WALL PLATE CLEAN OUT

# PLUMBING MATERIALS

- COLD AND HOT WATER PIPING ABOVE GRADE SHALL BE TYPE L HARD DRAWN COPPER TUBING CONFORMING TO ASTM B-88 WITH SWEAT JOINTS AND CAST OR WROUGHT FITTINGS. ALL JOINTS SHALL BE MADE WITH LEAD FREE SOLDER, DOMESTIC COLD WATER SERVICE PIPING BELOW GRADE SHALL BE CEMENT LINED DUCTILE IRON PIPE WITH PUSH-ON JOINTS. DOMESTIC WATER BRANCH PIPING BELOW GRADE SHALL BE PROTECTED WITH SLEEVES AT ALL PENETRATIONS THROUGH CONCRETE. COLD AND HOT WATER PIPING ABOVE GRADE SHALL BE TYPE L HARD DRAWN COPPER.
- SANITARY WASTE & VENT, VERTICAL PIPING ABOVE GROUND SHALL BE NO-HUB CAST-IRON WITH STAINLESS STEEL COUPLINGS. STORM PIPING SHALL BE NO-HUB CAST-IRON WITH STAINLESS STEEL COUPLINGS.
- SANITARY WASTE & STORM DRAIN PIPING BELOW GROUND SHALL BE CAST-IRON HUB AND SPIGOT

TABLE C403.2.10 - MINIMUM PIPE INSULATION THICKNESS

NATURAL GAS PIPING ABOVE GRADE SHALL BE SCHEDULE 40 BLACK STEEL WITH THREADED UNIONS AND WELDED JOINTS WHERE PRESSURE EXCEEDS NATURAL GAS PIPING BELOW GRADE SHALL BE SCHEDULE 40 BLACK STEEL WITH FACTORY APPLIED PLASTIC COATING, WELDED JOINTS, COATED WITH BITUMASTIC AND WRAPPED WITH TAPE COATING AT ALL JOINTS. ALL EXTERIOR PIPING TO BE PAINTED WITH 2 COATS BLACK ENAMEL STAINLESS STEEL FLEXIBLE TUBING MAY BE INSTALLED ABOVE GROUND ON THE INTERIOR OF THE BUILDING WHERE NOT SUBJECT TO DAMAGE AND WHERE ALLOWED BY LOCAL CODES AND RESTRICTIONS AND IN COMPLIANCE WITH THE MANUFACTURER'S U.L. LISTING.

INSULATION:

FLUID

OPERATING TEMP

 SERVICE HOT WATER SYSTEM ENERGY CONSERVATION MEASURES FOR SERVICE HOT WATER SYSTEMS SHALL BE IN ACCORDANCE WITH THE 2015 ENERGY CONSERVATION CODE (2015 IECC) SECTIONS C404 SERVICE WATER HEATING (MANDATORY).

2. SECTION C404.4 INSULATION OF PIPING. PIPING FROM A WATER HEATER TO THE TERMINATION OF THE HEATED WATER FIXTURE SUPPLY PIPE SHALL BE INSULATED IN ACCORDANCE WITH TABLE C403.2.10. ON BOTH THE INLET & OUTLET PIPING OF A STORAGE WATER HEATER OR HEATED WATER STORAGE TANK, THE PIPING TO A HEAT TRAP OR THE FIRST 8 FEET OF PIPING, WHICHEVER IS LESS, SHALL BE INSULATED. PIPING THAT IS HEAT TRACED SHALL BE INSULATED IN ACCORDANCE WITH TABLE C403.2.10 OF THE HEAT TRACE MANUFACTURERS INSTRUCTIONS. TUBULAR PIPE INSULATION SHALL BE INSTALLED IN ACCORDANCE WITH THE INSULATION MANUFACTURERS INSTRUCTIONS. PIPE INSULATION SHALL BE CONTINUOUS EXCEPT WHERE THE PIPING PASSES THROUGH A FRAMING MEMBER. THE MINIMUM INSULATION THICKNESS REQUIREMENTS OF THIS SECTION SHALL NOT SUPERSEDE ANY GREATER INSULATION THICKNESS REQUIREMENTS NECESSARY FOR THE PROTECTION OF PIPING FROM

D	INSULATION CON	DUCTIVITY	ИОИ	MINAL PIP	E OR TU	BE SIZE	(INCHES)	
E	CONDUCTIVITY BTU*IN/(H*FT2*F)	MEAN RATING TEMP (F)	< 1	1 TO < 1-1/2	1-1/2 TO < 4	4 TO < 8	8 OR > 8	
	0.32-0.34	250	4.5	5.0	5.0	5.0	5.0	
	0.29-0.32	200	3.0	4.0	4.5	4.5	4.5	

FREEZING TEMPERATURES OR THE PROTECTION OF PERSONNEL AGAINST EXTERNAL SURFACE TEMPERATURES ON THE INSULATION.

RANGE & USAGE	BTU*IN/(H*FT2*F)	TEMP (F)	< 1	1-1/2	TO < 4	< 8	> 8	
> 350	0.32-0.34	250	4.5	5.0	5.0	5.0	5.0	
251-350	0.29-0.32	200	3.0	4.0	4.5	4.5	4.5	
201-250	0.27-0.30	150	2.5	2.5	2.5	3.0	3.0	
141-200	0.25-0.29	125	1.5	1.5	2.0	2.0	2.0	
105-140	0.21-0.28	100	1.0	1.0	1.5	1.5	1.5	
40-60	0.21-0.27	75	0.5	0.5	1.0	1.0	1.0	
< 40	0.20-0.26	50	0.5	1.0	1.0	1.0	1.5	

### 3. ALL HORIZONTAL STORM DRAIN PIPING AT ROOF FROM DRAIN BODY TO RISER AND ROOF DRAIN BODIES SHALL BE INSULATED WITH 1/2" THICK SOUND REDUCING BATT INSULATION.

	I LOIVIDING LOUI IVILITI SCI ILDULL									
		MANUEACTURER		<u>PIPI</u>	E SIZES					
<u>SYMBOL</u>	<u>FIXTURE TYPE</u>	MANUFACTURER MODEL NUMBER	НОТ	COLD	SOIL OR WASTE	VENT	<u>DESCRIPTION</u>			
CO	CLEAN OUT	ZURN - Z1440			2",3",4"		WITH THREADED PLUG			
FD	FLOOR DRAIN, MEDIUM DUTY TYPE	J.R. SMITH MODEL 2005YA-V-P050		1/2"	3",4"	2"	DUCO CAST IRON BODY WITH FLASHING COLLAR AND ADJUSTABLE STRAINER HEAD, ROUND TOP, NO—HUB OUTLET. PROVIDE WITH THE FOLLOWING OPTIONS: —P050: 1/2" TRAP PRIMER CONNECTION —U: VANDAL PROOF — PROVIDE NICKEL BRONZE STRAINER			
FS	FLOOR SINK, SANI—CEPTOR INDIRECT WASTE DRAIN	J.R. SMITH MODEL 3410Y		1/2"	3",4"	2"	DUCO CAST IRON BODY WITH FLASHING COLLAR, NO—HUB OUTLET. PROVIDE WITH THE FOLLOWING OPTIONS: -1/2" TRAP PRIMER CONNECTION -1/2 GRATE			
TP	TRAP PRIMER VALVE	PRECISION PLUMBING MODEL P-1		1/2"			TRAP PRIMER WITH INTERNAL VACUUM BREAKER AND BACKFLOW PREVENT. SUPPLY WITH DISTRIBUTION UNIT. MAX 4 FLOOR DRAINS/FLOOR SINKS PER TRAP PRIMER. COORDINATE WITH MECHANICAL PLUMBING DRAWINGS FOR QUANTITY OF FLOOR DRAINS/FLOOR SINKS TO ENSURE ALL FLOOR DRAINS AND FLOOR SINKS ARE EQUIPPED WITH TRAP PRIMER.			

PLUMBING FOLIPMENT SCHEDULE

NOTES:

HOSE BIBB

FREEZE

PROTECTION HOSE BIBB

NON FREEZE

ROOF HYDRANT

1. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT LOCATION AND MOUNTING HEIGHTS OF PLUMBING FIXTURES. ALL HANDICAP ACCESSIBLE FIXTURES SHALL BE MOUNTED IN ACCORDANCE WITH ADA SPECIFICATIONS WHERE IDENTIFIED ON THE ARCHITECTURAL AND

PLUMBING FIXTURE SCHEDULE

\_\_\_

\_\_\_

-- | 3/4"| --- | --- |

MECHANICAL ROOM

BUILDING EXTERIOR

WOODFORD #RHY1-MS

WOODFORD #21

WOODFORD #65C

		MANUEAGTUDED		PIF	PE SIZES		
<u>MARK</u>	<u>FIXTURE TYPE</u>	MANUFACTURER  MODEL NUMBER	COLD	НОТ	SOIL OR WASTE	VENT	<u>NOTES</u>
S–1		CUSTOM SOILED DISH TABLE WITH INTEGRAL 20"X20"X8"DEEP PRE-RINSE SINK. PRE-RINSE FAUCET ASSEMBLY TO BE T&S BRASS MODEL B-0113-B	1/2"	1/2"	2"	1-1/2"	SUPPLIED BE OWNER. INSTALLED BY CONTRACTOR
S-2	HAND SINK	MVP GROUP MODEL: HS-12-SP-WF. HAND SINK, S.S., WITH FAUCET, 9" X 9" BOWL, WITH SIDE SPLASH GUARDS.	1/2"	1/2"	1-1/2"	1-1/4"	SUPPLIED BE OWNER. INSTALLED BY CONTRACTOR
DW	DISHWASHER	HOBART MODEL: AM15VLT-2. VENTLESS DOOR TYPE DISHWASHER. 208-240 VOLT/60 HZ/3 PHASE	1/2"	1/2"	1-1/2"		SUPPLIED BE OWNER. INSTALLED BY CONTRACTOR
GT-1	AUTOMATIC GREASE INTERCEPTOR	HIGHLAND TANK GREASE STOPPER MODEL: AGI-15 LR -AGI MUST BE PLUGGED INTO A GROUND FAULT INTERRUPTER (GFCI) RECEPTACLE.			2"	1-1/2"	SUPPLIED AND INSTALLED BY CONTRACTOR

1. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT LOCATION AND MOUNTING HEIGHTS OF PLUMBING FIXTURES. ALL HANDICAP ACCESSIBLE FIXTURES

-ALL ELECTRICAL AND PLUMBING CONNECTION ARE SUBJECT TO LOCAL CODES.

SHALL BE MOUNTED IN ACCORDANCE WITH ADA SPECIFICATIONS WHERE IDENTIFIED ON THE ARCHITECTURAL AND PLUMBING DRAWINGS. 2. PROVIDE TRUEBRO LAV-GUARD MODEL 102 FOR ALL EXPOSED COLD, HOT, AND WASTE PIPING UNDER FIXTURES.

-GEAR MOTOR RATED AT 0.933 FLA, 115V. -IMMERSION HEATERS 1500W E.A 115V.

-PROVIDE TRAP DOWN STREAM FROM AGI.

ALL FLOOR DRAINS TO BE PROVIDED WITH DEEP SEAL TRAPS OR TRAP PRIMERS

# PLUMBING NOTES

- REFER TO ARCHITECTURAL DRAWINGS FOR EXACT LOCATIONS, EXACT QUANTITIES, ELEVATIONS OF ALL PLUMBING FIXTURES. SPECIFICATION ON THIS PLAN. ALL PLUMBING WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE STATE AND LOCAL PLUMBING
- CODE AMENDMENTS AND ALL APPLICABLE LOCAL CODE AND ORDINANCES. ALL PIPING ABOVE GRADE SHALL BE PROPERLY SUPPORTED FROM THE BUILDING STRUCTURE AND
- SHALL NOT REST ON CEILING TILES OR BE SUPPORTED FROM CEILING TILES. WATER PIPING ROUTED ABOVE CEILING AND IN EXTERIOR WALLS SHALL BE ROUTED ON HEATED SIDE
- (UNDERSIDE) OF CEILING INSULATION AND HEATED SIDE (INSIDE) OF WALL INSULATION. SANITARY AND DRAINAGE PIPING 2" AND SMALLER SHALL BE SLOPED AT 1/4" PER FOOT MINIMUM,
- PIPING 3" AND LARGER SHALL BE SLOPED AT 1/8" PER FOOT MINIMUM.
- TOPS OF ALL FLOOR DRAINS AND CLEANOUTS SHALL BE SET FLUSH WITH FINISHED FLOOR. TRAP PRIMERS ARE TO BE PROVIDED ON ALL FLOOR DRAINS AND HUB DRAINS WHICH DO NOT
- RECEIVE A CONTINUOUS DISCHARGE.
- PLUMBING AND FIRE PROTECTION PIPING IS NOT TO BE INSTALLED IN ELECTRICAL ROOMS, CLOSETS, TELEPHONE ROOMS, OR ELEVATOR EQUIPMENT ROOMS EXCEPT PIPING SERVING THAT SPECIFIC ROOM.
- LOCATE ALL SECTIONAL OR MAIN CONTROL VALVES WITHIN 1'-0" FROM ACCESS PANELS, CEILING TILES, OR OTHER POINT OF ACCESS. ALL COLD WATER, HOT WATER AND DRAIN PIPING AT HANDICAPPED FIXTURES SHALL BE INSULATED
- WITH HANDI-LAV GUARD MODELS 102 AND 105 INSULATION KITS. PROVIDE ISOLATION VALVES, DRAINS, AND ACCESS DOORS AT THE BASE OF ALL WATER RISERS.
- PROVIDE A BASE CLEANOUT AND ACCESS DOORS AT THE LOWEST LEVEL OF ALL SANITARY AND
- WASTE STACKS. COORDINATE ACCESS DOORS WITH ARCH.

ALL SHOWER HEAD ARMS AND VALVES SHALL BE PROVIDED WITH ADDITIONAL BLOCKING AS REQUIRED

- AND RIGIDLY SECURED TO ADJACENT STRUCTURE. ALL SHOWER HEADS SHALL BE INSTALLED WITH THE CENTER POINT OF THE SHOWER HEAD FACE
- LOCATED 6'-8" MINIMUM ABOVE THE TUB/SHOWER FINISHED SURFACE.
- PROVIDE MANUFACTURED EXPANSION DEVICE OR FABRICATED EXPANSION LOOP ON ALL PIPING SYSTEMS CROSSING BUILDING EXPANSION JOINTS.
- CONTRACTOR SHALL COORDINATE ELECTRICAL CHARACTERISTICS AND REQUIREMENTS OF ALL PLUMBING EQUIPMENT WITH THE ELECTRICAL DRAWINGS AND THE ELECTRICAL CONTRACTOR, AND SHALL FURNISH EQUIPMENT WIRED FOR THE VOLTAGES SHOWN THEREIN.
- ALL PLUMBING EQUIPMENT, PIPING, INSULATION, ETC. INSTALLED IN HVAC PLENUM SPACES SHALL MEET CODE REQUIREMENTS FOR SMOKE AND COMBUSTIBILITY.
- 18. ALL PLUMBING EQUIPMENT AND SYSTEMS SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S RECOMMENDATION AND GUARANTEED FOR A MINIMUM PERIOD OF ONE YEAR AFTER FINAL
- ALL PIPE PENETRATIONS OF FIRE AND/OR SMOKE RATED ASSEMBLIES SHALL BE FIRE STOPPED AS REQUIRED TO RESTORE ASSEMBLY TO ORIGINAL INTEGRITY. FIRE BARRIER PRODUCTS SHALL BE AS MANUFACTURED BY 3M COMPANY, CP25 CAULK, CS195 COMPOSITE PANEL, FS195 WRAP/SRINK, OR PSS 7900 SERIES SYSTEMS AS RECOMMENDED BY MANUFACTURER FOR PARTICULAR APPLICATIONS, OR EQUIVALENT SYSTEM AS APPROVED BY LOCAL CODE OFFICIALS.
- ALL VENT THRU ROOF PENETRATIONS SHALL BE ROUTED TO TERMINATE AT THE LEAST VISIBLE LOCATION FROM THE ENTRY VIEW.
- PROVIDE EXPANSION LOOPS AND EXPANSION JOINTS FOR ALL WATER PIPING PER PIPING
- ACCESS DOORS SHALL BE APPROVED BY ARCHITECT. THE CENTER OF THE ACCESS DOOR IS TO BE FILLED IN WITH SHEET ROCK TO MATCH CEILING. ALL ACCESS DOORS TO BE RECESSED DRYWALL PAINTED WHITE.
- 23. ALL PIPING SHALL BE IDENTIFIED IN ACCORDANCE WITH ANSI A13.1. PLACE IN CLEARLY VISIBLE LOCATIONS . MIN. 1/2" HIGH FOR PIPING AND 2" ELSEWHERE STENCIL ARROW - SHAPED MARKING ON PIPING TO INDICATE DIRECTION OF FLOW.
- 24. THE CONTRACTOR SHALL SUBMIT SHOP DRAWING TO STRUCTURAL ENGINEER FOR LOCATIONS AND SIZE OF ALL BEAM PENETRATIONS PRIOR TO ANY COMMENCEMENT OF BEAM CUTTING.
- 25. ALL PENETRATIONS TO BE PRE-APPROVED BY ARCHITECT/ STRUCTURAL ENGINEER.
- 26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL CONNECTION OF WATER, VENT, INDIRECT AND DIRECT WASTE PIPING INCLUDING PLUMBING FIXTURES AND RELATED VALVES, TRIMS AND EQUIPMENT AT LOCATIONS INDICATED ON THE DRAWINGS AS WELL AS THOSE SHOWN ON ARCHITECTURAL
- SHOP DRAWINGS SHALL BE SUBMITTED TO AND REVIEWED BY THE ARCHITECT PRIOR TO ORDERING, PURCHASING, OR FABRICATING ANY MECHANICAL EQUIPMENT. SHOP DRAWINGS SHALL INCLUDE: ALL EQUIPMENT SCHEDULED ON THE DRAWING: PLUMBING FIXTURES AND TRIM: WATER HEATERS AND ACCESSORIES: PIPE, VALVES, AND FITTINGS: SANITARY AND WATER RISER DIAGRAMS: INSULATION. AND ALL PIPE ROUTING WITH ELEVATIONS AND EQUIPMENT OF OTHER TRADES AS TO IDENTIFY
- ALL PIPING PENETRATING CEILINGS AND WALLS SHALL BE INSTALLED WITH CHROME-PLATED ESCUTCHEONS AT THE PENETRATIONS. ALL PIPING PENETRATING EXTERIOR WALL AND ROOFS SHALL BE FLASHED IN AN APPROVED MANNER AND SHALL BE PROTECTED AS REQUIRED BY LOCAL
- 29. ALL PLUMBING EQUIPMENT REQUIRING ELECTRICAL POWER SHALL BE INSTALLED WITH DISCONNECT SWITCHES AT EACH PIECE OF EQUIPMENT. COORDINATE SWITCH TYPE (FUSED OR NON-FUSED) WITH
- 30. ALL SHUT-OFF, TRAP PRIMER, CHECK, BALANCING, PRESSURE REGULATING VALVES SHALL BE PROVIDED WITH ACCESS PANEL. COORDINATE WITH ARCHITECTURAL DRAWINGS AND SPECIFICATIONS FOR MOUNTING AND LOCATION.
- 31. NO DEAD ENDS SHALL BE LEFT ON PIPING.
- 32. PLUMBING CONTRACTOR SHALL REMOVE OR ENCLOSE ANY AND ALL PVC WHICH IS EXPOSED TO THE RETURN AIR PLENUM. EXACT QUANTITY TO BE FIELD VERIFIED.
- 33. CONTRACTOR SHALL COORDINATE WITH ALL TRADES AND ENSURE THERE ARE NO CONFLICTS WITH OTHER TRADES AND DRAWINGS. INCLUDING CEILING HEIGHTS, DUCTWORK, LIGHTING ETC. CONTRACTOR SHALL NOTIFY ENGINEER PRIOR TO START OF CONSTRUCTION. THERE WILL BE NO EXTRA COMPENSATION FOR FAILURE TO COORDINATE.
- 34. ALL SUPPLY'S TO PLUMBING FIXTURES SHALL BE PROVIDED WITH SERVICE TYPE BALL VALVES FOR ISOLATION OF EACH FIXTURE
- 35. ALL DOMESTIC HOT AND COLD WATER PIPING TO BE INSULATED WITH ARMORFLEX OR APPROVED EQUAL.
- 36. ALL PIPING TO BE PROPERLY TAGGED AND IDENTIFIED.
- 37. CONTRACTOR SHALL SUBMIT AT THE COMPLETION OF THE JOB: a.) 4 SETS OF OPERATION AND MAINTENANCE MANUALS b.) COMPLETE AS-BUILT DRAWINGS IN ACAD 2010 FORMAT TO ENGINEER
- 38. FOR ALL INFORMATION SHOWN IN LIGHT GRAY REFER TO ARCHITECTURAL AND FOOD SERVICE
- 39. ALL CONDENSATE TO DRAIN TO SANITARY SYSTEM.

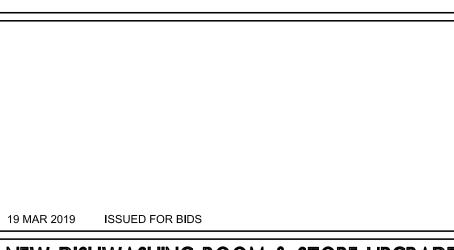
c.) 4-SETS HARD COPIES AS-BUILT DRAWINGS

40. CONTRACTOR IS REQUIRED TO LABEL/IDENTIFY ALL PLUMBING VALVES AND PROVIDE CHART DOCUMENTING ALL VALVES AND VALVE LOCATION.

PLUMBING SYM	BOL LIST						
SYMBOL	DESCRIPTION						
	COLD WATER						
	HOT WATER						
	HOT WATER RECIRCULATION						
	SANITARY BELOW SLAB						
	SANITARY ABOVE SLAB						
	VENT						
CP	CONDENSATE PUMP						
	BACK FLOW PREVENTOR						
7	SHUT-OFF VALVE						
<b>↓</b>	GAS COCK						
•	ACCESS PANEL FOR WATER VALVE						
<b>←</b> FPHB	FREEZE PROOF HOSE BIBB/ SILL COCK						
<b>←</b> NFRH	NON FREEZE ROOF HYDRANT						
⊕ FD	FLOOR DRAIN						
FS FCO	FLOOR SINK FLOOR CLEAN OUT						
• YCO	YARD CLEAN OUT						
<b>  </b> CO	CLEANOUT						
wco	WALL CLEANOUT						
	HAMMER ARRESTOR						
	NEW CONNECTION DOINT						
•	NEW CONNECTION POINT						

DISREGARD SYMBOLS WHICH ARE NOT APPLICABLE TO THIS PROJECT





NEW DISHWASHING ROOM & STORE UPGRADE KENDALL ELEMENTARY SCHOOL 57 FILLOW STREET NORWALK, CT

DATE: REVISED:

GILL & GILL ARCHITECTS, L.L.C. ARCHITECTS . DESIGNERS . PLANNERS | DWG. NO.: 39 Wall Street Norwalk, CT 06850 03.831.8808 T

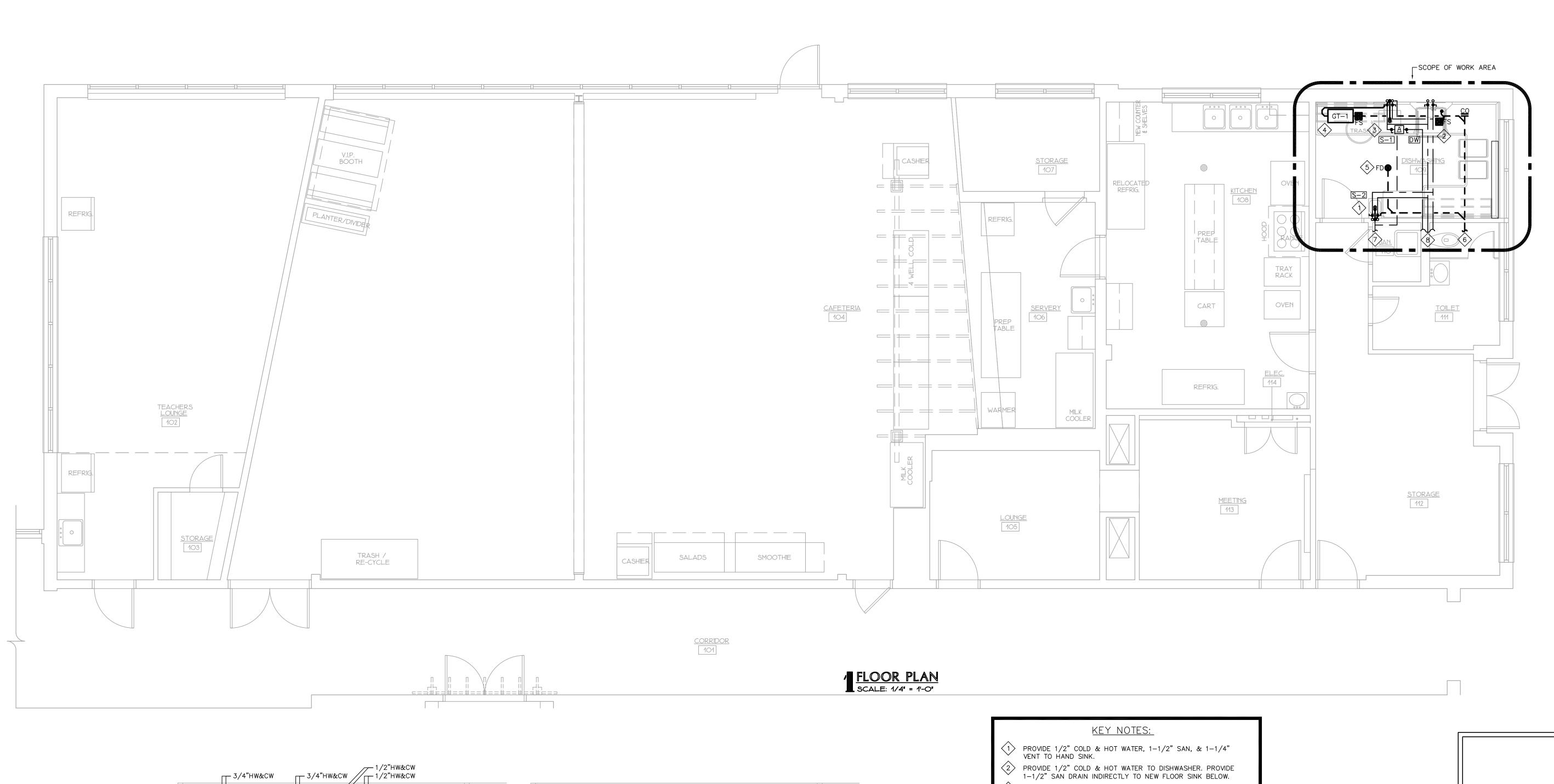
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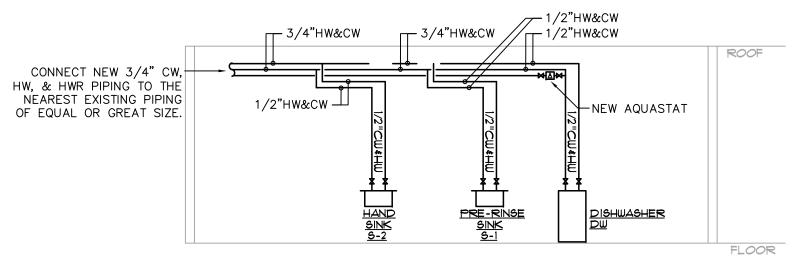
PLUMBING LEGEND & NOTES

03.831.8780 F

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<sup>2.</sup> PROVIDE PLUMBEREX HANDY-SHIELD MAXX INSULATORS FOR ALL EXPOSED COLD, HOT, AND WASTE PIPING UNDER FIXTURES.

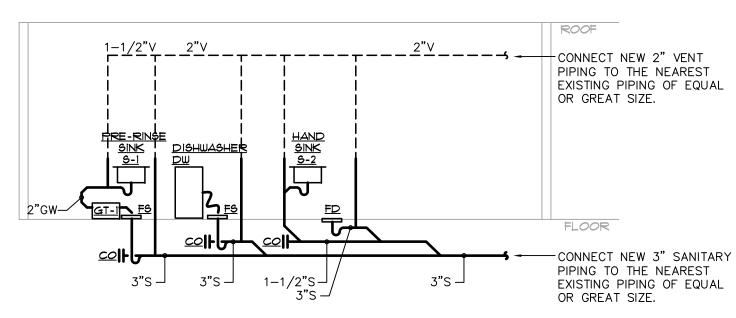




PLUMBING WATER RISER DIAGRAM

SCALE: NTS

NOTE: ALL HOT WATER RE-CIRC PIPING TO BE 3/4"



PLUMBING SANITARY RISER DIAGRAM
SCALE: NTS

- PROVIDE 1/2" COLD & HOT WATER TO PRE—RINSE SINK. PROVIDE 1—1/2" SAN DRAIN TO GREASE TRAP BELOW. GREASE TRAP TO DRAIN INDIRECTLY TO NEW FLOOR SINK.
- PROVIDE NEW HIGHLAND TANK GREASE STOPPER AGI-15 LR BELOW DISH TABLE.
- 5 PROVIDE FLOOR DRAIN
- 6 NEW 3" SANITARY TO CONNECT TO THE NEAREST EXISTING SANITARY OF EQUAL OR GREATER SIZE AT THE CEILING AT THE BOILER ROOM. COORDINATE EXACT CONNECTION POINT IN FIELD.
- NEW 2" VENT TO CONNECT TO THE NEAREST EXISTING VENT OF EQUAL OR GREATER SIZE. COORDINATE EXACT CONNECTION POINT
- NEW 3/4" COLD WATER, HOT WATER, & HOT WATER RE-CIRC TO CONNECT TO THE NEAREST EXISTING CW, HW, & HWR OF EQUAL OR GREATER SIZE. COORDINATE EXACT CONNECTION POINT IN FIELD. CW & HW IS AVAILABLE FROM BOILER ROOM BELOW OR IN THE ADJACENT BATHROOM AREA.
- 1.) CONTRACTOR WILL BE REQUIRED TO MAKE PENETRATIONS IN THE EXISTING CONCRETE FLOOR SLAB AS REQUIRED TO INSTALL SANITARY PIPING.
- 2.) ALL WALL MOUNTED EXPOSED PIPING SHALL BE PROVIDE WITH HOLD OFFS OFF WALL. ALL SURFACE AREAS REQUIRE TO BE WASHABLE.
- 3.) REFER TO RISER DIAGRAMS FOR ALL PIPE SIZES.



NEW DISHWASHING ROOM & STORE UPGRADE KENDALL ELEMENTARY SCHOOL

57 FILLOW STREET NORWALK, CT

DATE:

2/12/19

REVISED:

GILL & GILL

ARCHITECTS, DESIGNERS, PLANNERS

Norwalk, CT 06850

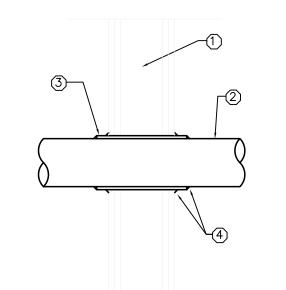
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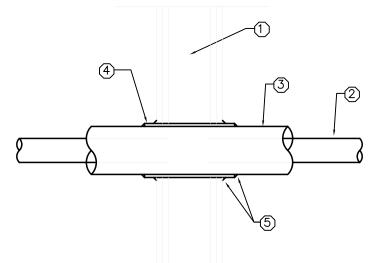
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AME: PLUMBING FLOOR PLAN



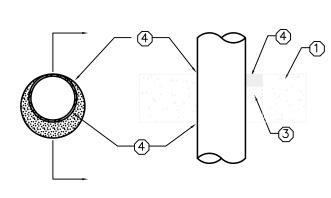
- (1) WALL ASSEMBLY (1 HR. OR 2 HR.)
- (2) PIPE (4" TYPE L COPPER OR SMALLER)
- (3) NOMINAL 1/4" THK. INTUMESCENT MATERIAL FACED ON ONE SIDE WITH ALUMINUM FOIL.
- (4) MIN 1/4" BEAD APPLIED TO THE WRAP STRIP/WALL INTERFACE AND THE EXPOSED EDGE OF WRAP.

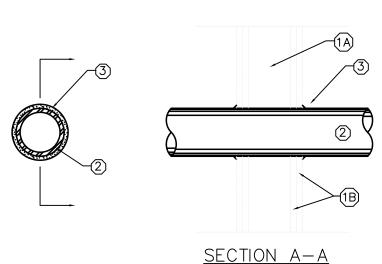
FOR ADDITIONAL INFORMATION SEE UL SYSTEM NO. WL1002



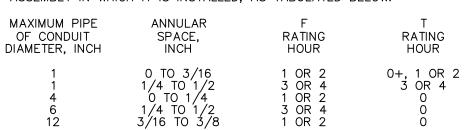
- 1 WALL ASSEMBLY (1 HR. OR 2 HR.)
- (2) PIPE (4" TYPE L COPPER OR SMALLER)
- (3) PIPE INSULATION
- (4) NOMINAL 1/4" THK. INTUMESCENT MATERIAL FACED ON ONE SIDE WITH ALUMINUM FOIL.
- (5) MIN 1/4" BEAD APPLIED TO THE WRAP STRIP/WALL INTERFACE AND THE EXPOSED EDGE OF WRAP.

FOR ADDITIONAL INFORMATION SEE UL SYSTEM NO. WL5001





- 1. PIPE OR CONDUIT NOMINAL 12 INCH DIAMETER (OR SMALLER) SCHEDULE 10 (OR HEAVIER) STEEL PIPE, NOMINAL 6 INCH DIÀMETER (OR SMALLER) RIGID STEEL CONDUIT, NOMINAL 4 INCH DIAMETER (OR SMALLER) TYPE L (OR HEAVIER) COPPER PIPE OR NOMINAL 1 INCH DIAMETER (OR SMALLER) FLEXIBLE STEEL CONDUIT. WHEN COPPER PIPE OR FLEXIBLE STEEL CONDUIT IS USED, MAXIMUM F RATING OF FIRESTOP SYSTEM (ITEM 3) IS 2 HOUR. STEEL PIPES OR CONDUITS LARGER THAN NOMINAL 4 INCH DIAMETER MAY ONLY BE USED IN WALLS CONSTRUCTED USING STEEL CHANNEL STUDS. A MAXIMUM OF ONE PIPE OR CONDUIT IS PERMITTED IN THE FIRESTOP SYSTEM. PIPE OR CONDUIT TO BE INSTALLED NEAR CENTER OF STUD CAVITY WIDTH AND TO BE RIGIDLY SUPPORTED ON BOTH SIDES OF WALL ASSEMBLY.
- 2. FILL, VOID OR CAVITY MATERIAL\*—CAULK CAULK FILL MATERIAL INSTALLED TO COMPLETELY FILL ANNULAR SPACE BETWEEN PIPE OR CONDUIT AND GYPSUM WALLBOARD AND WITH A MINIMUM 1/4 INCH DIAMETER BEAD OF CAULK APPLIED TO PERIMETER OF PIPE OR CONDUIT AT ITS EGRESS FROM FROM THE WALL. CAULK INSTALLED SYMMETRICALLY ON BOTH SIDES OF WALL ASSEMBLY. THE HOURLY FIRE RATING OF THE WALL ASSEMBLY IN WHICH IT IS INSTALLED, AS SHOWN IN THE FOLLOWING TABLE. THE HOURLY T RATING OF THE FIRESTOP SYSTEM IS DEPENDENT UPON THE TYPE OR SIZE OF THE PIPE OR CONDUIT AND THE HOURLY FIRE RATING OF THE WALL ASSEMBLY IN WHICH IT IS INSTALLED, AS TABULATED BELOW:



+WHEN COPPER PIPE IS USED, T RATING IS 0 H.

MINNESOTA MINING & MANUFACTURING COMPANY TYPES CP-25 S/L, CP-25 A/S, CP-25 WB, CP-25 WB+ PENETRATIONS BY PIPES, CONDUIT, AND DUCTS SHALL BE PROTECTED BY A SYSTEM WHICH HAD A F RATING AT LEAST EQUAL TO THE REQUIRED FIRE RESISTANCE RATING OF THE ASSEMBLY BEING PENETRATED.

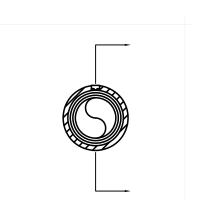
\*BEARING THE UL CLASSIFICATION MARKING

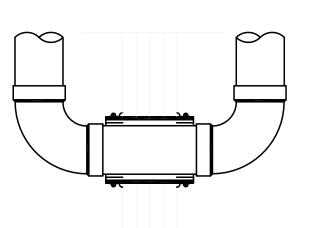
UL SYSTEM WL1001 (FORMERLY NO. 147-A) F RATING - 1,2,3 & 4 HOUR

PENETRATION DETAIL
NO SCALE

THROUGH-PENETRATION FIRESTOP DETAIL PROJECT: GOVERNMENT CENTER II

FRONT VIEW





SECTION A-A

- WALL ASSEMBLY LISTED AS UL U-336 (2-HR. FIRE-RATING)
- 2. SHEET METAL SLEEVE (MIN. 28 GA.) TO EXTEND 2' BEYOND OUTER SURFACES OF WALL ASSEMBLY. MAXIMUM 3" NOMINAL DIAMETER PVC PLASTIC PIPE.
- 4. HILTI CP 645 INTUMESCENT WRAP STRIP (NOMINAL 1/4" THICK x 2" WIDE) CONTINUOUSLY WRAPPED AROUND THE OUTER CIRCUMFERENCE OF THE PIPE, COVERING TWO TIMES WITH ENDS BUTTED AND HELD IN PLACE WITH ALUMINUM TAPE.
- HILTI COLLAR CLAMP FASTENED AT MID-HEIGHT OF HILTI WRAP STRIP. MINIMUM 1/2" BEAD HILTI FS-ONE INTUMESCENT FIRESTOP SEALANT APPLIED AT INTERFACE OF SHEET METAL SLEEVE AND GYPSUM.

NOTE: 1. ANNULAR SPACE WITHIN SLEEVE = NOMINAL 1/2". 2. ANNULAR SPACE AROUND SLEEVE = 0".

THIS IS NOT A UL CLASSIFIED SYSTEM, BUT A MODIFICATION OF THE CLOSEST APPLICABLE SYSTEM (REFERENCE: UL SYSTEM NO. W-L-2236 & INTERNAL TESTING)

- 1. STEEL SLEEVE (OPTIONAL, NOT SHOWN) NOM 12 IN. DIAM (OR SMALLER) SCHEDULE 40 (OR HEAVIER) STEEL PIPE SLEEVE CAST INTO CONCRETE FLOOR OR WALL. SLEEVE TO BE FLUSH WITH OR PROJECT MAX 2 IN. FROM TOP SURFACE OF FLOOR OR FROM BOTH SURFACES OF WALL.
- 2. PIPE OR CONDUIT NOM 20 IN. DIAM (OR SMALLER) SCHEDULE 10 (OR HEAVIER) STEEL PIPE, NOM 6 IN. DIAM (OR SMALLER) RIGID STEEL CONDUIT, NOM 6 IN. DIAM (OR SMALLER) TYPE L (OR HEAVIER) COPPER TUBE, NOM. 4 IN. DIAM (OR SMALLER) CAST IRON PIPE OR NOM 4 IN. DIAM (OR SMALLER) STEEL EMT. MAX ONE PIPE OR CONDUIT PER THROUGH OPENING. MAX ANNULAR SPACE BETWEEN PIPE OR CONDUIT AND EDGE OF THROUGH OPENING NOT TO EXCEED 2-1/2 IN. MIN ANNULAR SPACE BETWEEN PIPE OR CONDUIT AND EDGE OF THROUGH OPENING IS ZERO IN. (POINT CONTACT). PIPE OR CONDUIT TO BE RIGIDLY SUPPORTED ON BOTH SIDES OF FLOOR OR WALL ASSEMBLY.
- 3. PACKING MATERIAL POLYETHYLENE BACKER ROD OR NOM 1 IN. THICKNESS OF TIGHTLY-PACKED CERAMIC (ALUMINA SILICA) FIBER BLANKET, MINERAL-WOOL BATT OR GLASS FIBER INSULATION MATERIAL USED AS A PERMANENT FROM. PACKING MATERIAL TO BE RECESSED FROM TOP SURFACE OF FLOOR OR FROM BOTH SURFACES OF WALL AS REQUIRED TO ACCOMMODATE THE REQUIRED THICKNESS OF CAULK FILL MATERIAL (ITEM 4). AS AN ALTERNATE WHEN MAX PIPE SIZE IS 10 IN. DIAM AND WHEN MAX ANNULAR SPACE IS 1 INCH OR LESS. A MINIMUM 1 INCH TIGHTLY-PACKED CERAMIC FIBER BLANKET OR MINERAL-WOOL BATT PACKING MATERIAL MAY BE RECESSED MINIMUM 1/2 INCH FROM BOTTOM SURFACE OF FLOOR OR FROM EITHER SIDE OF WALL.
- 4. FILL. VOID OR CAVITY MATERIALS\*-CAULK- APPLIED TO FILL THE ANNULAR SPACE TO THE MINIMUM THICKNESS SHOWN IN THE FOLLOWING TABLE: MAXIMUM PIPE MAXIMUM ANNULAR PACKING MATERIAL MINIMUM CAULK

SPACE INCH BR,CF,GF OR MW
CF OR MW 2-1/2 (A) BR = POLYETHYLENE BACKER ROD. CF = CERAMIC FIBER BLANKET.

- MW = MINERAL-WOOL BATT. (B) CAULK INSTALLED FLUSH WITH TOP SURFACE OF FLOOR OR BOTH SURFACES OF WALL. CAULK INSTALLED FLUSH WITH BOTTOM SURFACE OF FLOOR OR ONE
- MINNESOTA MINING & MFG. CO. TYPES CP-25 S/L, CP-25 N/S. \*BEARING THE UL CLASSIFICATION MARKING F RATINGS - 2 & 3 HR. (SEE ITEM 2A) PENETRATIONS BY PIPES, CONDUIT, AND DUCTS SHALL BE PROTECTED BY A

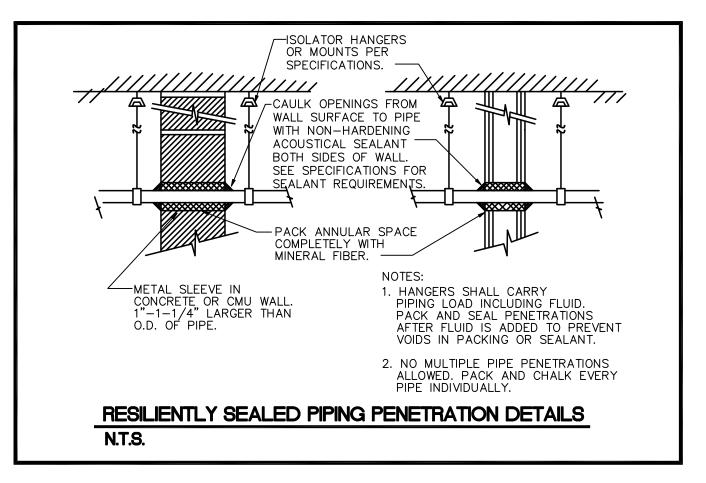
SYSTEM WHICH HAS A F RATING AT LEAST EQUAL TO THE REQUIRED FIRE RESISTANCE RATING OF THE ASSEMBLY BEING PENETRATED.

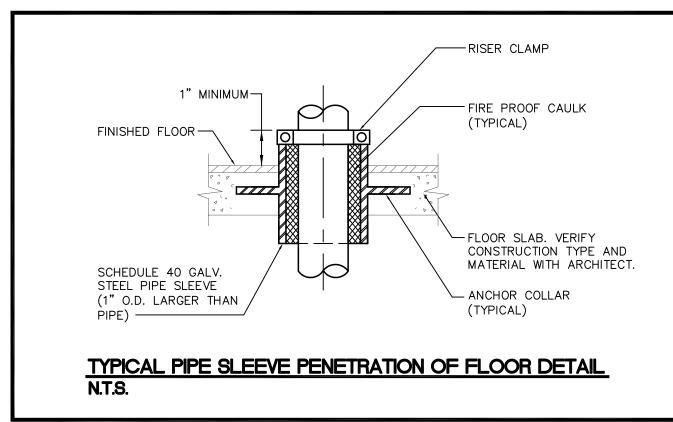
UL SYSTEM CAJ1001 (FORMERLY NO. 49) F RATING — 3 HOUR

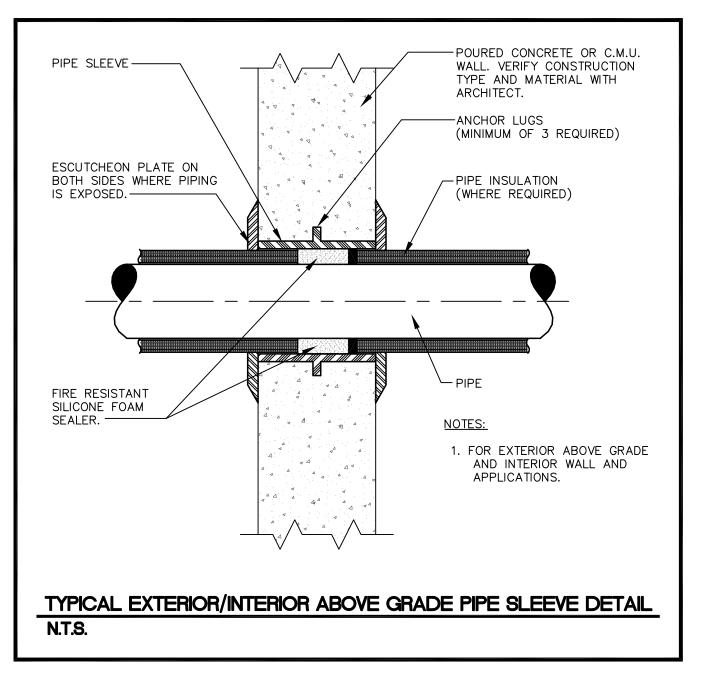
SURFACES OF WALL.

GF = GLASS FIBER INSULATION.

PENETRATION DETAIL
NO SCALE

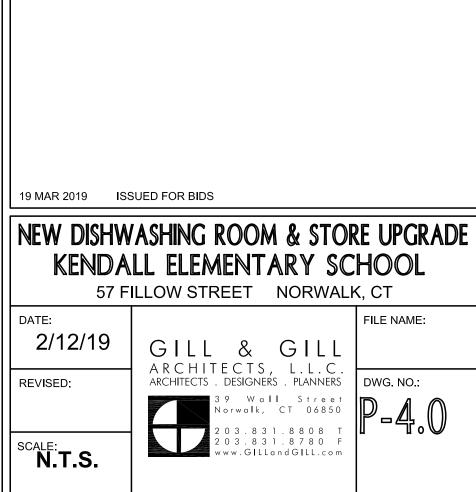




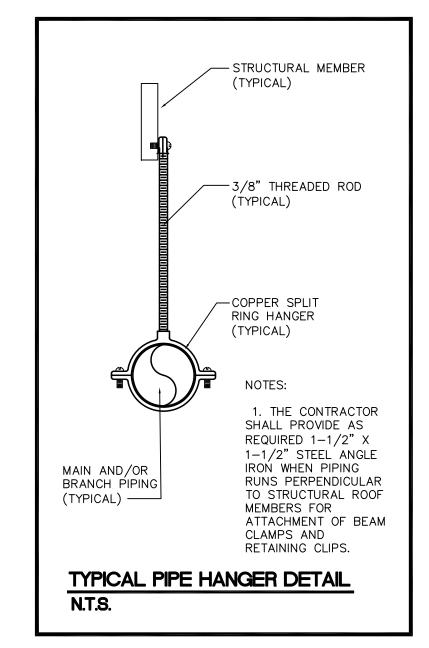


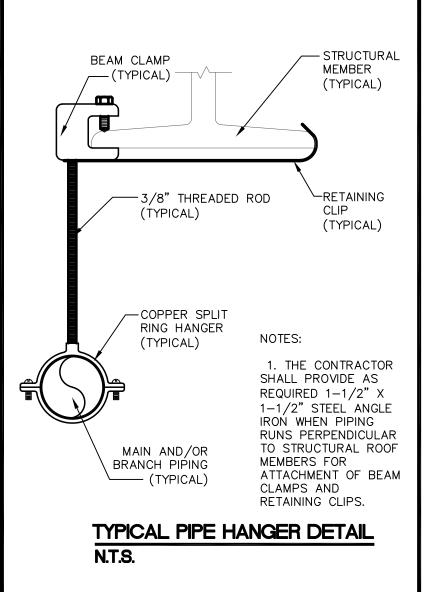


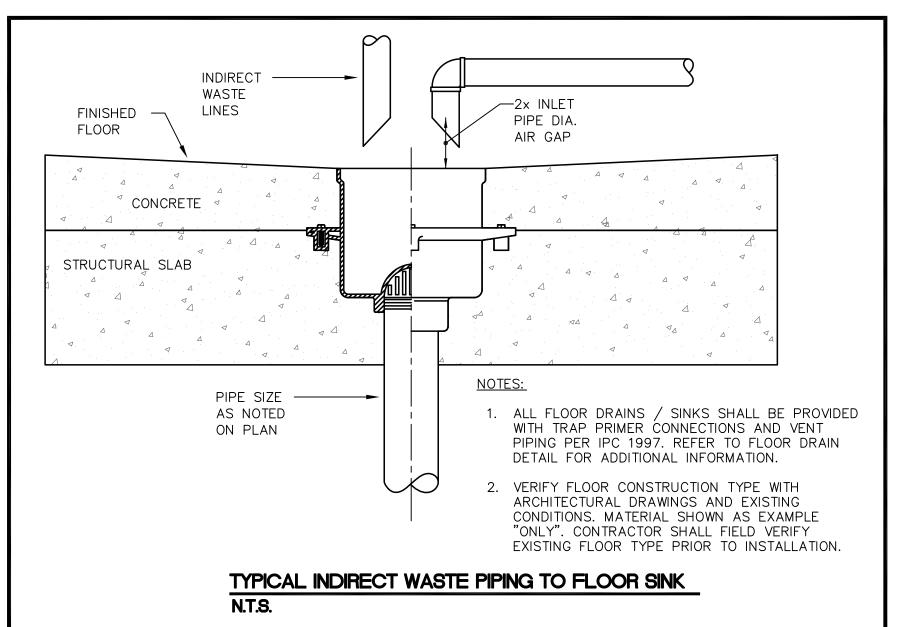
DWG. NAME:

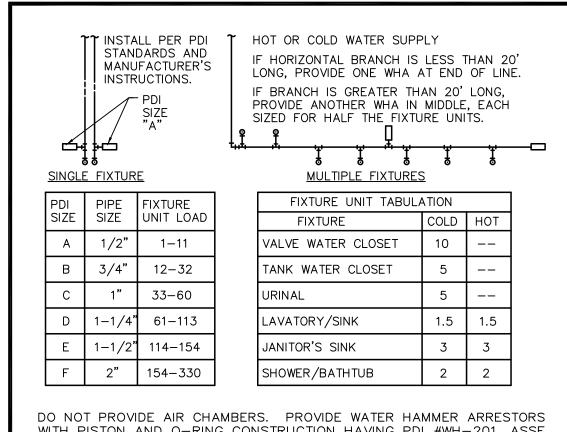


PLUMBING DETAILS



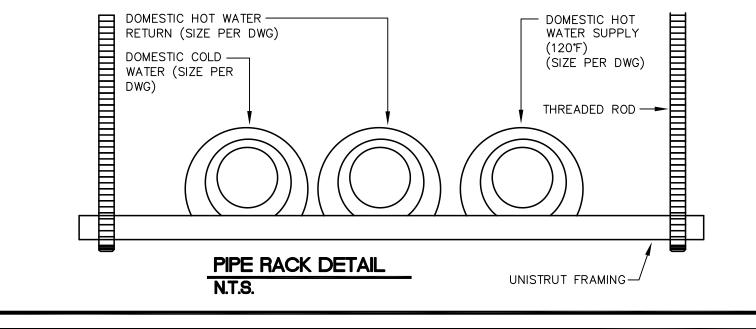


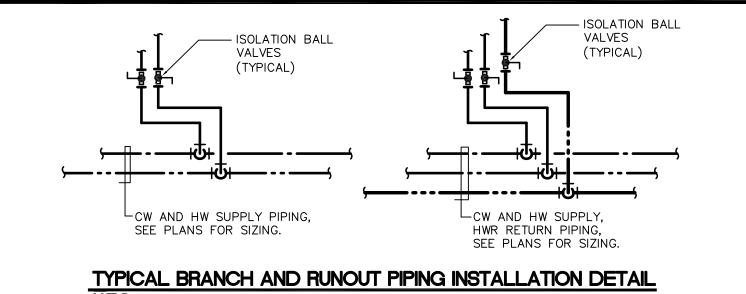


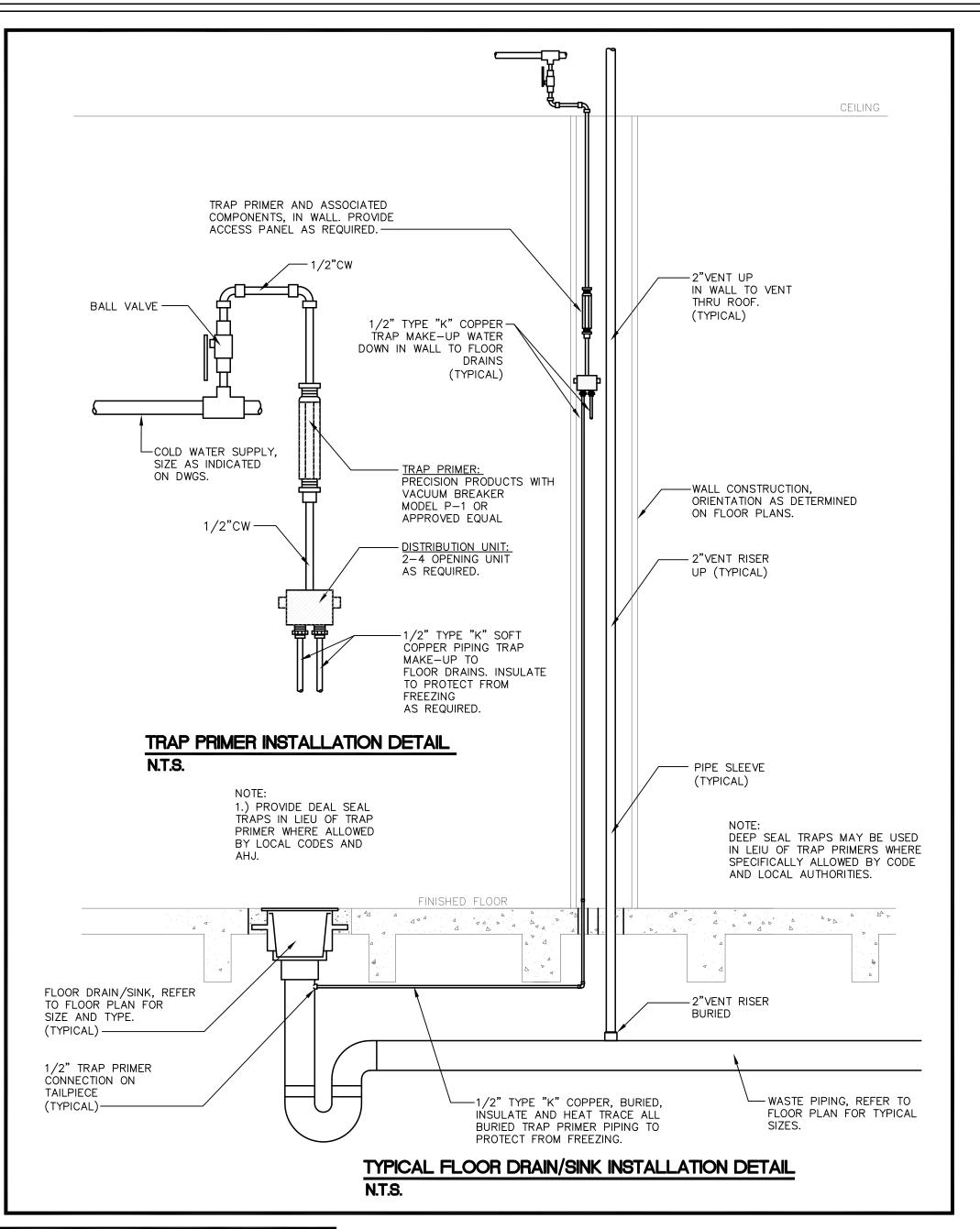


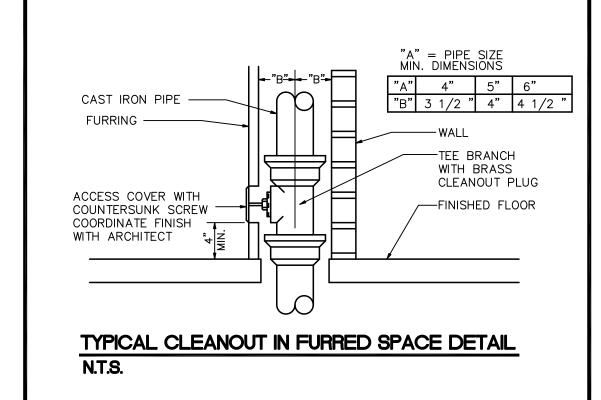
DO NOT PROVIDE AIR CHAMBERS. PROVIDE WATER HAMMER ARRESTORS WITH PISTON AND O-RING CONSTRUCTION HAVING PDI #WH-201, ASSE # 1010 AND ANSI # A112.26.IM CERTIFICATION. INSTALL IN HORIZONTAL OR VERTICAL POSITION, BUT NEVER UPSIDE DOWN. INSTALL IN LINE WITH WATER FLOW DIRECTION, IF POSSIBLE. SIZE THE UNITS AS SHOWN ON THE DRAWINGS AND/OR PER THE TABLES SHOWN ABOVE.

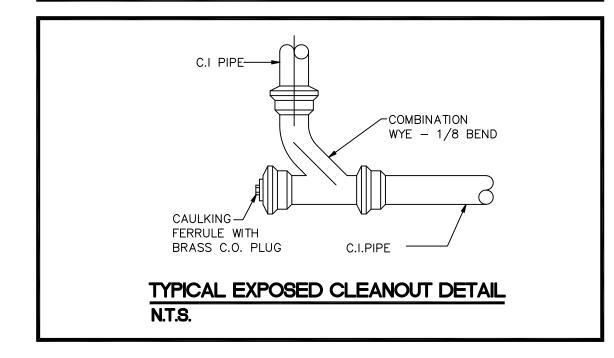
WATER HAMMER ARRESTOR

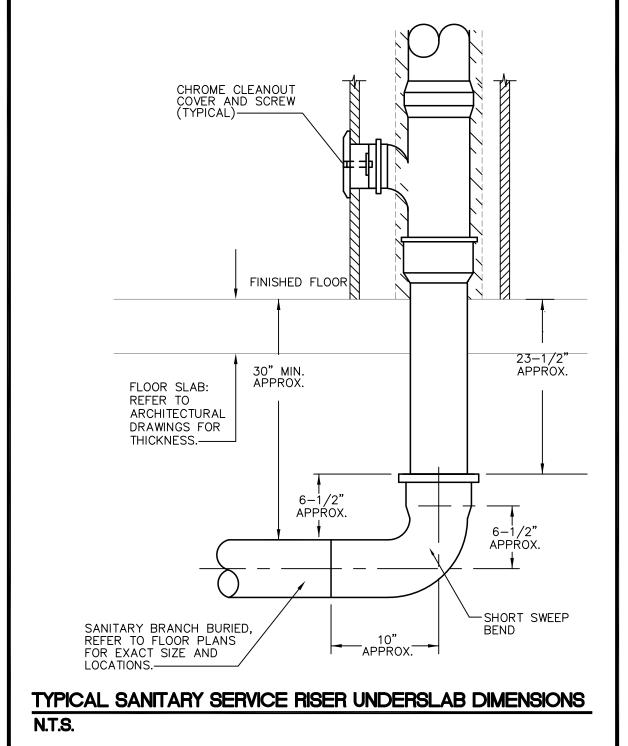




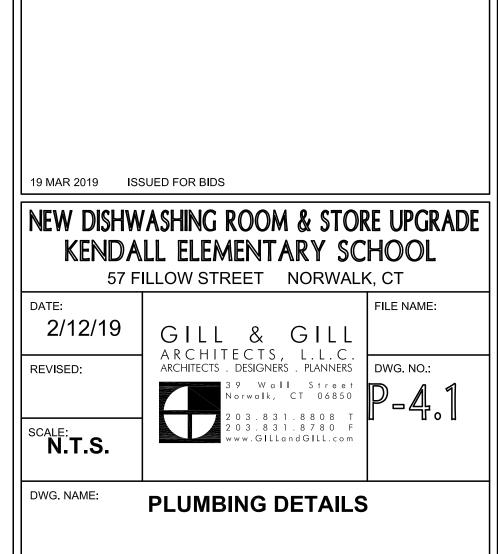


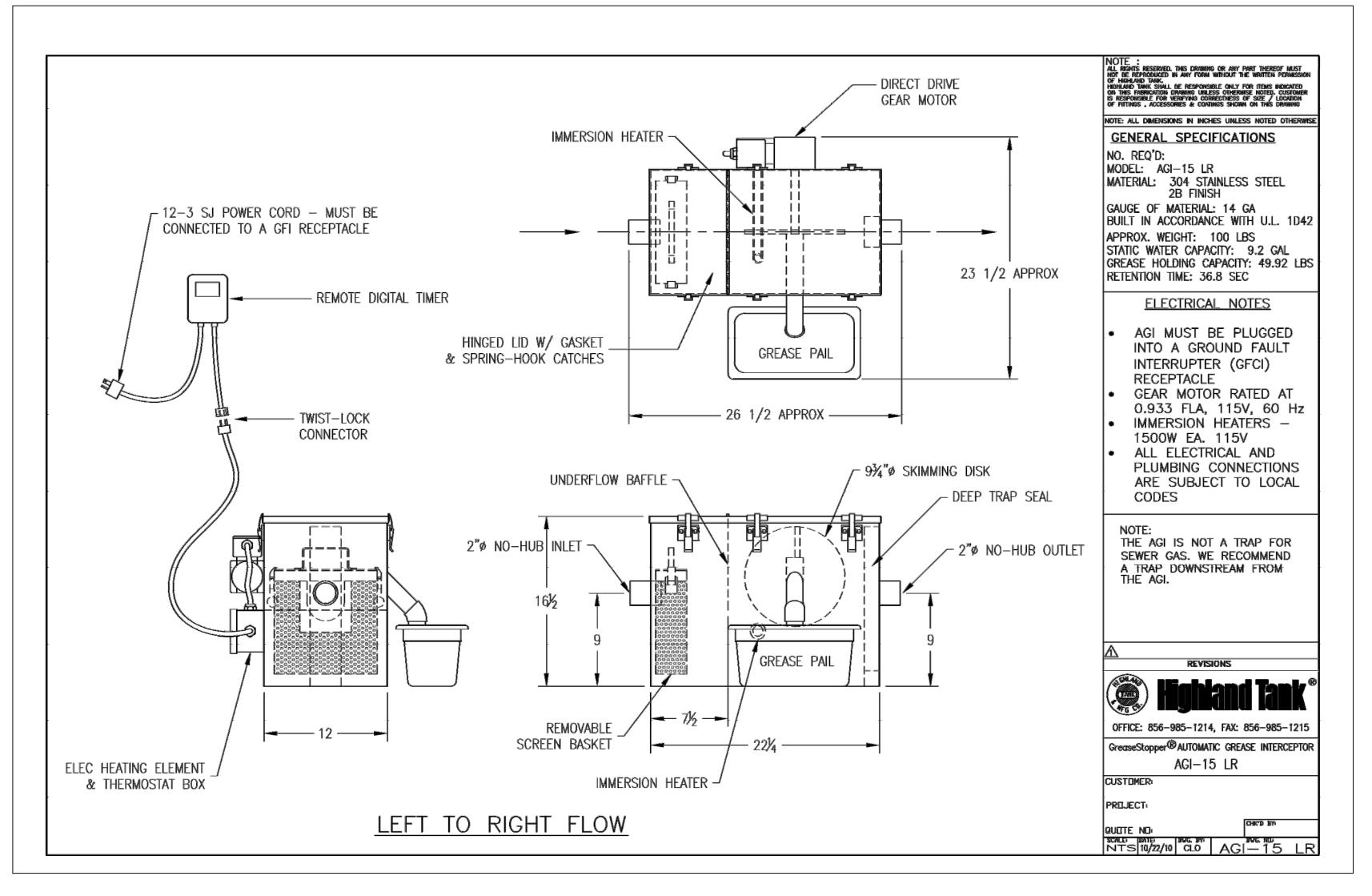




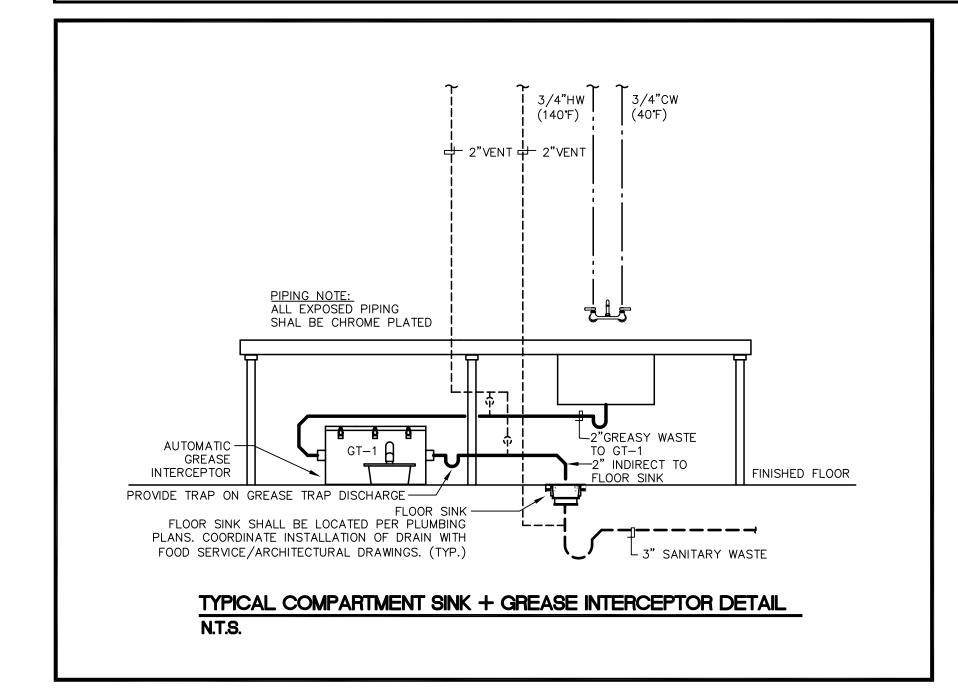




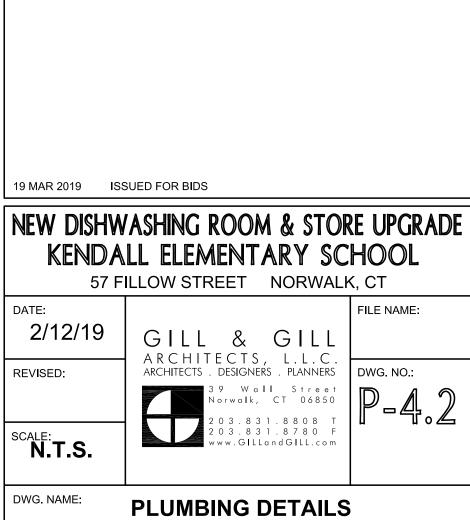


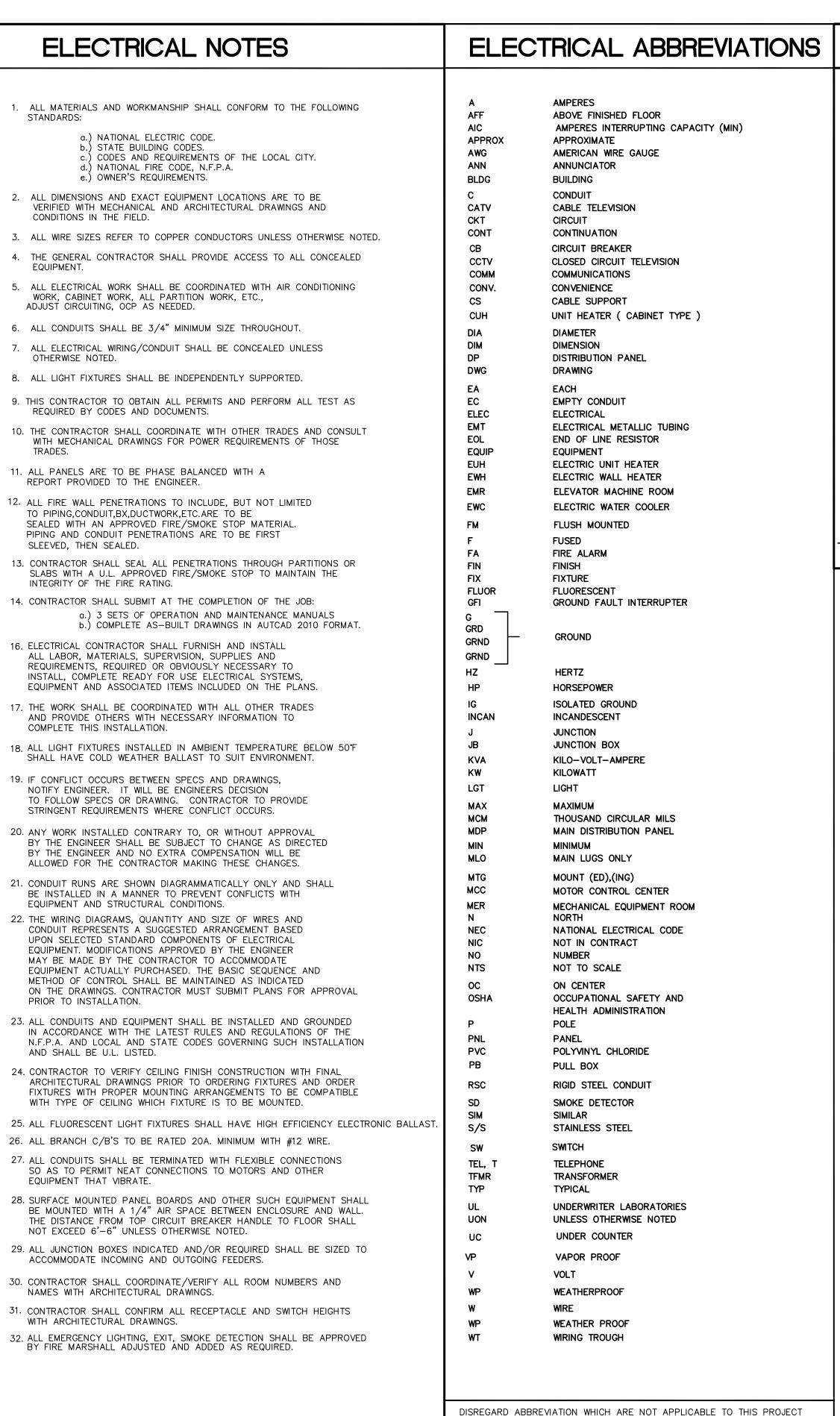


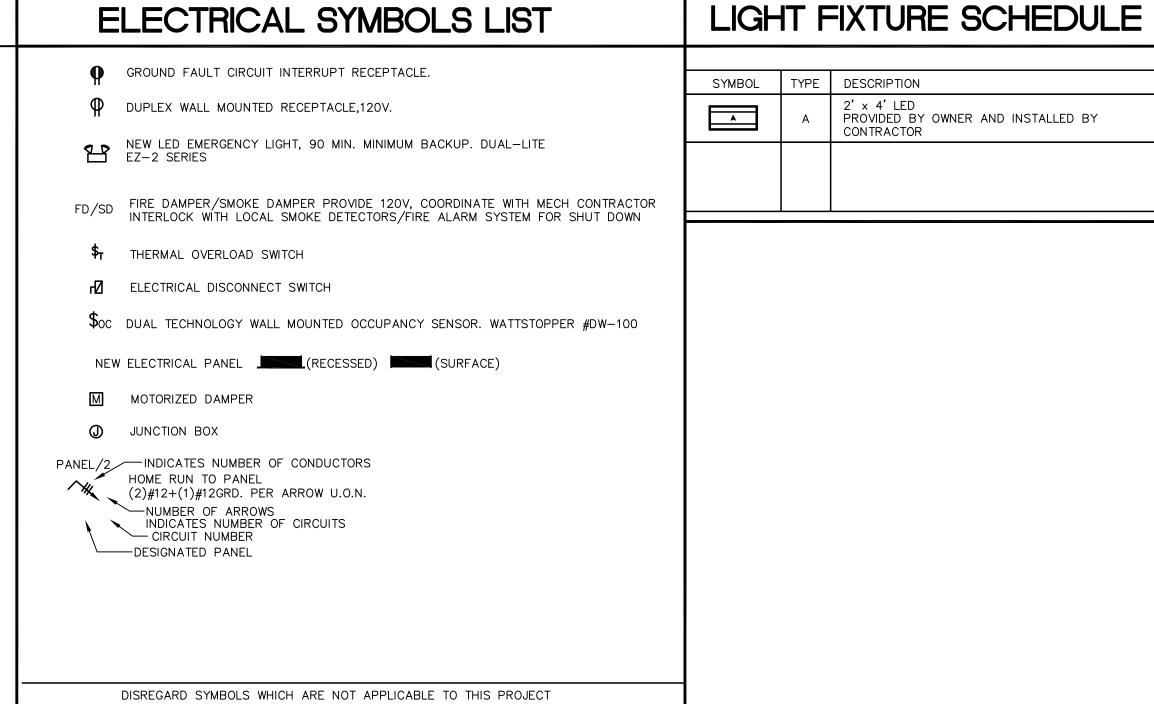
	GREASEY WASTE CALCULATION										
			SIZE (IN)								
(TAG) EQUIPMENT	NUMBER OF BAYS/FIXTURES	LENGTH	WIDTH	DEPTH	TOTAL CUBIC IN.	TOTAL CUBIC FT	GALLONS	DRAINAGE LOAD (GPM)	ACTUAL DRAINAGE LOAD		
(104) SOILED DISHTABLE WITH BUILT IN PRE-RINSE SINK	1.0 FLOW RATE (GAL	20.0 LONS) FOR A	20.0 A <i>2 MINUTE</i>	8.0 PERIOD	3200.0	1.9	13.9	13.9	6.9 GAL PER 2 MIN		
	TOTAL GALLONS								6.9		











TYPE DESCRIPTION

2' x 4' LED

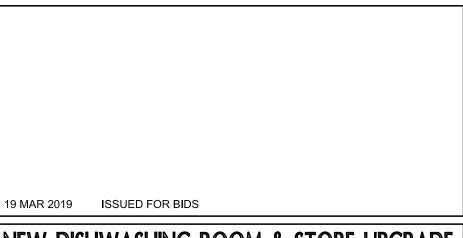
CONTRACTOR

PROVIDED BY OWNER AND INSTALLED BY

ENERGY COMPLIANCE CERTIFICATION

THE DESIGN PROFESSIONAL, WHO SIGNS AND SEALS THESE DWGS, STATES THAT TO THE BEST OF THÉIR KNOWLEDGE, BELIEF AND PROFESSIONAL JUDGEMENT. SUCH PLANS AND SPECIFICATIONS ARE IN COMPLIANCE WITH THE NYSECC CODE





NEW DISHWASHING ROOM & STORE UPGRADE KENDALL ELEMENTARY SCHOOL 57 FILLOW STREET NORWALK, CT

DATE:

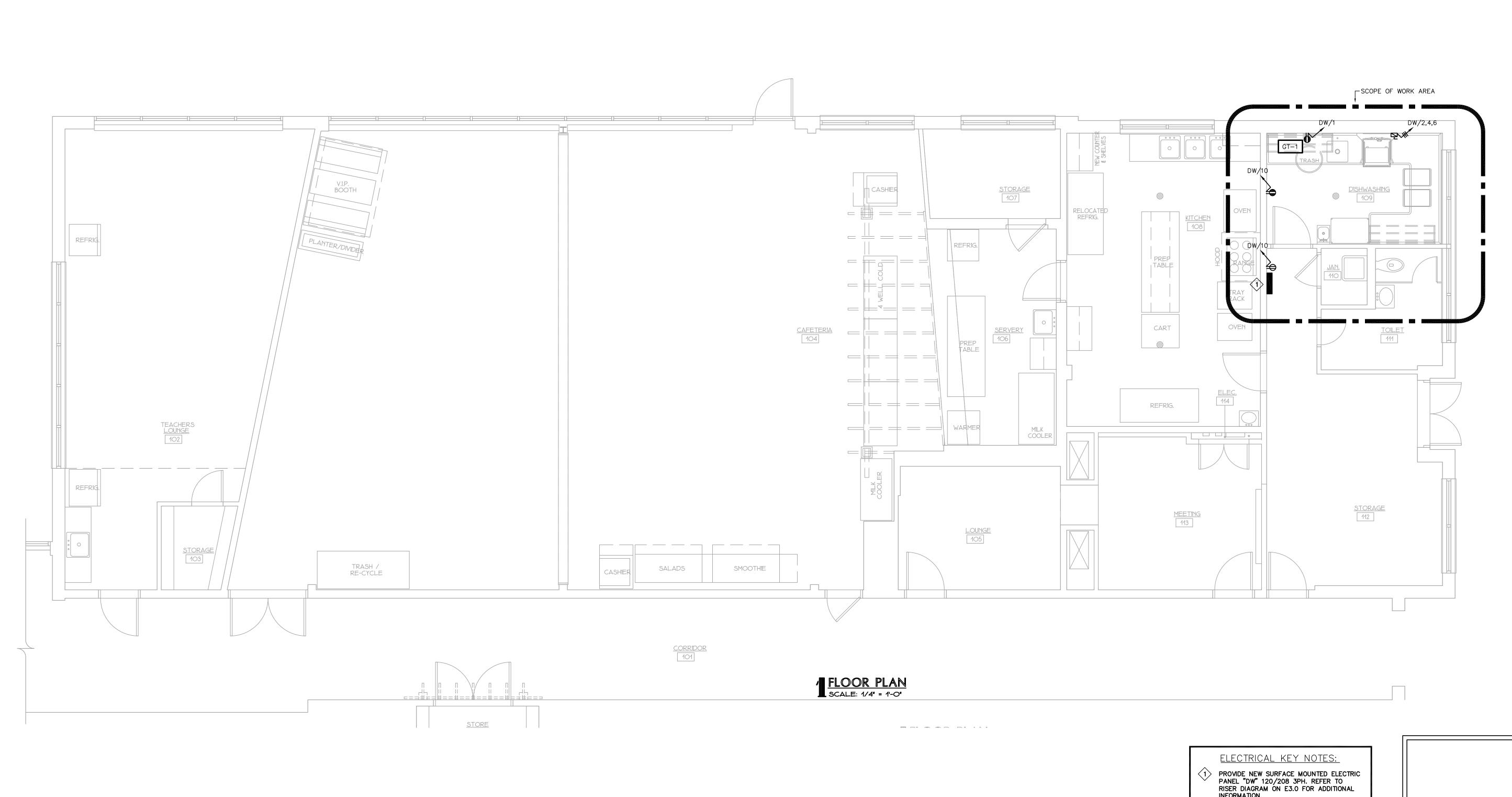
GILL & GILL REVISED:

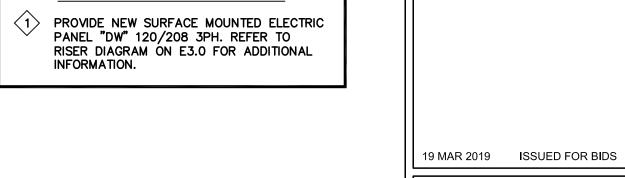
N.T.S.

ARCHITECTS, L.L.C. ARCHITECTS . DESIGNERS . PLANNERS | DWG. NO.: 39 Wall Street Norwalk, CT 06850 203.831.8808 T 203.831.8780 F w.GILLandGILL.com

FILE NAME:

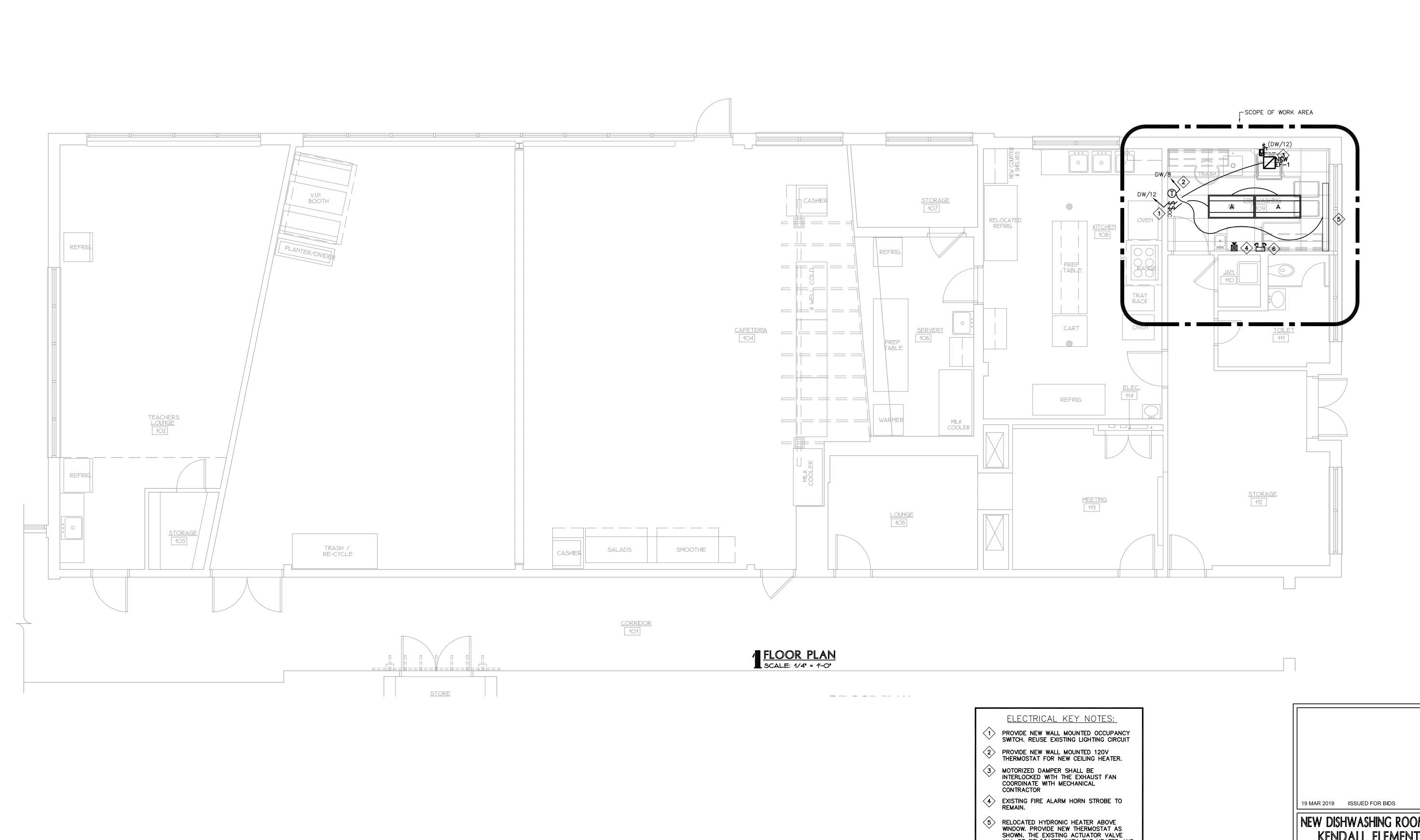
DWG. NAME LECTRICAL LEGEND & NOTES

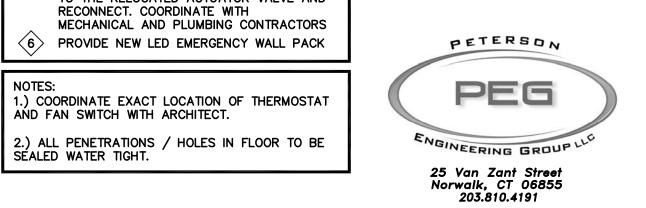












WILL BE RELOCATED WITH THE HEATER AND WILL REQUIRE RECONNECTION. PULL THE

EXISTING WIRE/CIRCUIT TO ACTUATOR VALVE DOWN TO BOILER ROOM AND

6 PROVIDE NEW LED EMERGENCY WALL PACK

2.) ALL PENETRATIONS / HOLES IN FLOOR TO BE SEALED WATER TIGHT.

PROVIDE NEW JUNCTION BOX IN BOILER ROOM. RUN NEW CONDUIT AND WIRING UP

TO THE RELOCATED ACTUATOR VALVE AND RECONNECT. COORDINATE WITH

MECHANICAL AND PLUMBING CONTRACTORS

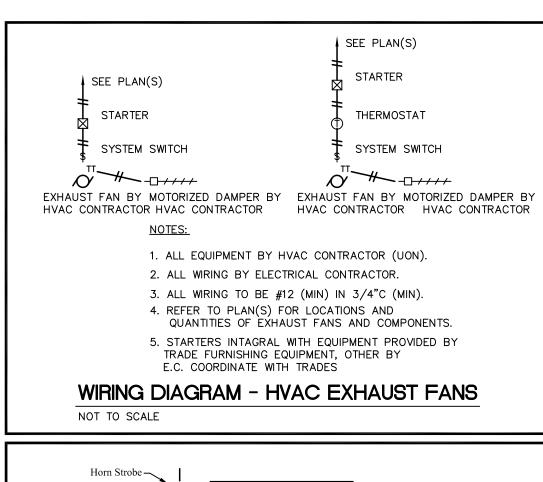
NEW DISHWASHING ROOM & STORE UPGRADE KENDALL ELEMENTARY SCHOOL

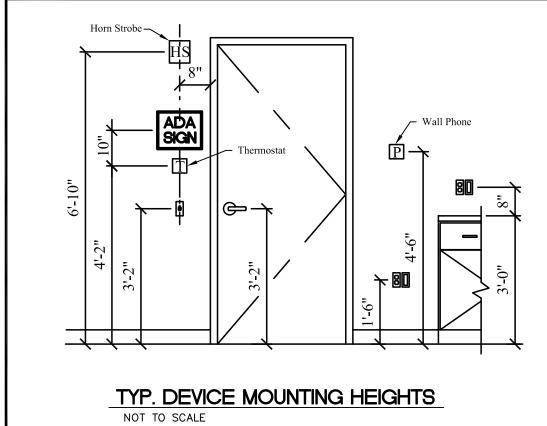
57 FILLOW STREET NORWALK, CT FILE NAME:

DATE: GILL & GILL ARCHITECTS, L.L.C. architects designers planners dwg. no.: REVISED:

3 9 Wall Street Norwalk, CT 06850 2 0 3 . 8 3 1 . 8 8 0 8 T 2 0 3 . 8 3 1 . 8 7 8 0 F www.GILLandGILL.com AS NOTED

ELECTRICAL REFLECTED CEILING PLAN





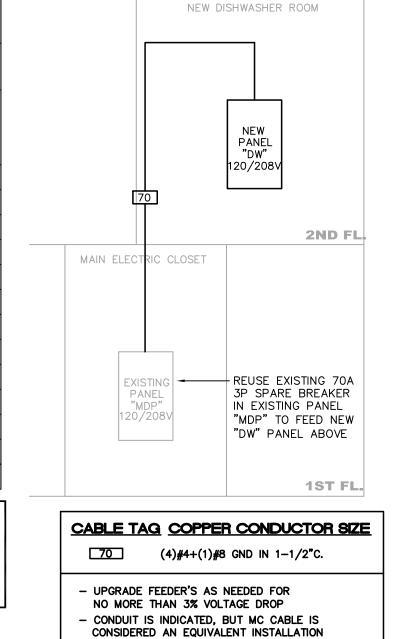
	ANE	<u>L "D'</u>	<u>W</u>	SURF	ACE MOL	JNTED		-	_ SYM	. A.I.C. MIN.
CIR			R TYPE /OLTS <u>3</u> PH/							AMP. TRIP N LUGS <u>30</u> # POLES
		NO. POLE	LOAD SERVED	A ø	AD – V. Bø				NO. POLE	
1	20	1	GREASE TRAP	1620 2986	>		2			
3	20	1	SPARE		- 2986	<u> </u>	4	30	3	DISHWASHER
5	20	1	SPARE			_ 2986	6			
7	20	1	SPARE	750	>		8	20	1	ELECTRIC HEATER
9	20	1	SPARE		- 180	<u> </u>	10	20	1	GENERAL OUTLET
11	20	1	SPARE		<u> </u>	100	<sup>12</sup>	20	1	EXHAUST FAN
13	20	1	SPARE	<del>-</del>	>		14	20	1	SPARE
15	20	1	SPARE		<u>-</u> -	<u> </u>	16	20	1	SPARE
17	20	1	SPARE		<u> </u>	_	) <sub>18</sub>	20	1	SPARE
19	20	1	SPARE	<u> </u>	>		20	20	1	SPARE
21	20	1	SPARE		<u> </u>	<u> </u>	22	20	1	SPARE
23	20	1	SPARE		<u> </u>	_	24	20	1	SPARE
25	20	1	SPARE	-	>		26	20	1	SPARE
27	20	1	SPARE		<u>-</u>	<u> </u>	28	20	1	SPARE
29	20	1	SPARE		<b> </b>	_	30	20	1	SPARE

**GENERAL NOTES:** 

- ANY MULTIWIRE BRANCH CIRCUITS SHALL BE PROVIDED WITH A MEANS TO SIMULTANEOUSLY DISCONNECT ALL UNGROUNDED CONDUCTORS PER 2014 NEC210.4 — CONTRACTOR SHALL FIELD VERIFY ALL ACTUAL ELECTRICAL REQUIREMENTS OF ALL MECHANICAL EQUIP.

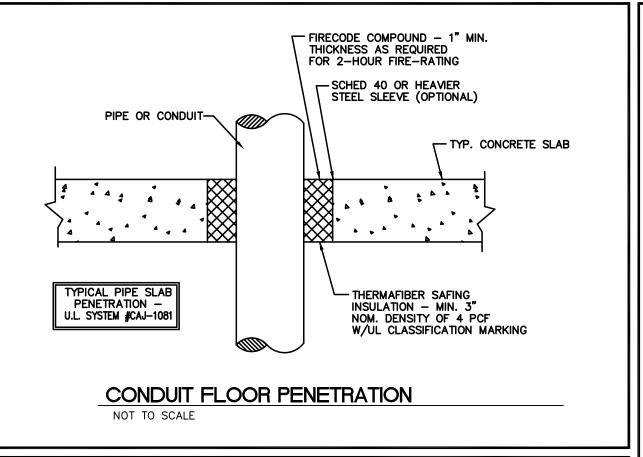
AND ADJUST BREAKER & WIRE SIZES ACCORDINGLY IF DIFFERENT THAN WHATS SHOWN ON THESE

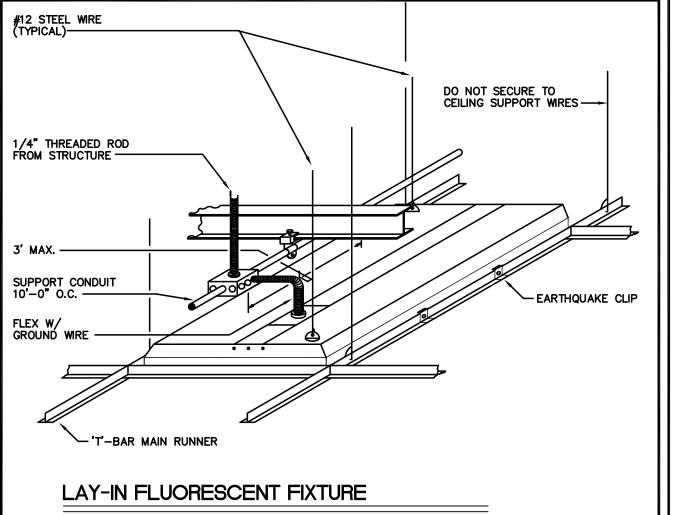
# PANEL SCHEDULE

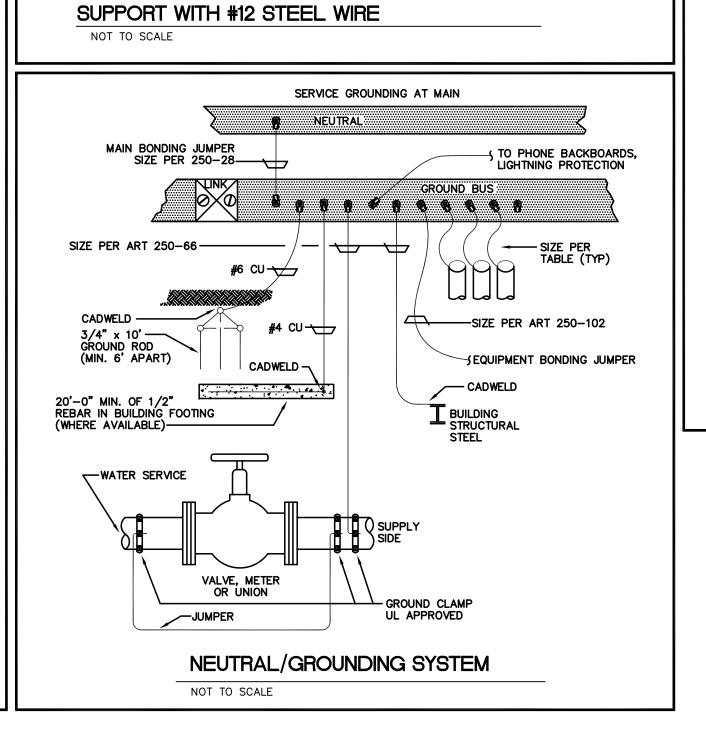


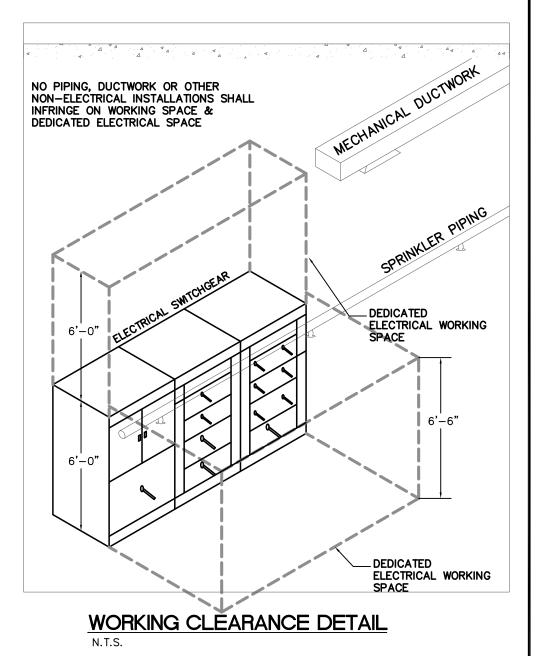
3RD.FL.

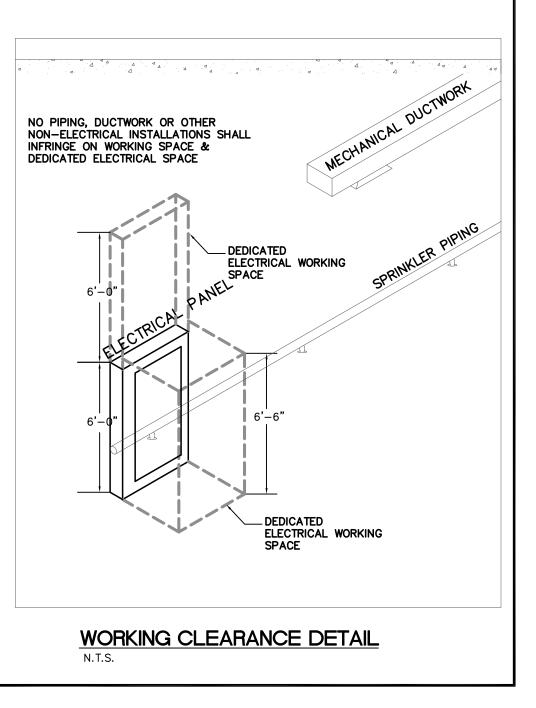
ELECTRICAL RISER DIAGRAM



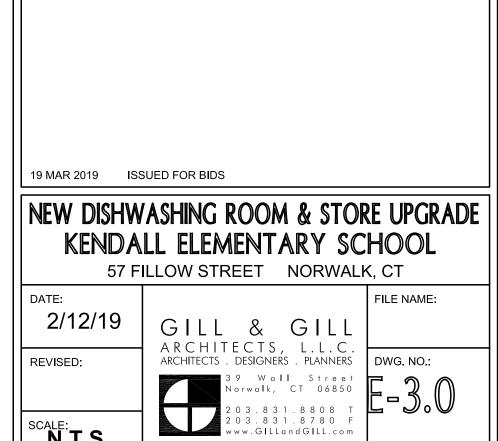












**ELECTRICAL DETAILS** 

N.T.S.

# SECTION 3 - GENERAL BIDDING INFORMATION FOR CONSTRUCTION

Rev. 08/08/2013, Express Request Doc. #1006

**NOTE: SECTION 3 - GENERAL INFORMATION** contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 080813 or later on file you may obtain a copy over the Internet at <a href="http://www.norwalkct.org">http://www.norwalkct.org</a>. Adobe Acrobat reader is required to view this document. If you do not have this software you may down load it for free from Adobe. A link to the Adobe site is provided.

Document number 1006: <a href="http://www.norwalkct.org/documentcenter/view/865">http://www.norwalkct.org/documentcenter/view/865</a>

## **SECTION 4**

## CITY OF NORWALK GENERAL CONDITIONS FOR CONSTRUCTION

**NOTE**: SECTION 4 contains the City's General Terms and Conditions for construction. Your Firm is responsible for obtaining a copy of this document prior to bidding. If you do not have a revision dated 04/20/2011 or later on file you may download a copy of this document from the Terms and Conditions section of the City of Norwalk's website at <a href="https://www.norwalkct.org">www.norwalkct.org</a>,

http://www.norwalkct.org/DocumentCenter/Home/View/866 Document number 1008.

# **SECTION 5**

# LIVING WAGE ORDINACE GENERAL INFORMATION

Rev. 041118, Express Request Doc. #1019

**NOTE**: SECTION 5 contains information concerning City's Living Wage Ordinance. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 04/11/2018 or later on file you may download a copy of this Ordinance from the Terms and Conditions section of the City of Norwalk's website at <a href="http://www.norwalkct.org">http://www.norwalkct.org</a>

Document number 1019: <a href="http://www.norwalkct.org/DocumentCenter/Home/View/862">http://www.norwalkct.org/DocumentCenter/Home/View/862</a>