

ADDENDUM No. 01

February 23, 2018

MEMORIAL PARK

Wading Pool Renovations – Phase 2

TOWN of SIMSBURY BID NUMBER 18-01

The following changes and/or clarifications are hereby made to the Contract Documents dated February 9, 2018 for the above captioned project.

In Response to RFI's During Bidding, the Following responses are made Part of Contract Documents:

1. Are prevailing wage rates available?

Response: The project is currently budgeted at less than \$100,000 and as such is not subject to the requirements of the State of CT Department of Labor, Prevailing Wage requirements. Should your Bid be \$100,000 or more, wage rates, in accordance with DOL requirements should be factored in. Requirements can be found at the following link:

<https://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm>

2. **Section 017900** says we are to train the owner on pool filtration, pumps, chemical control, and winterization. Is this true even though we are not changing any of the existing filtration/chemical equipment?

Response: Training is only required for newly installed equipment, not for existing recirculation, filtration and chemical control equipment. However, flow through the system is modified by the Work of this Contract and must be addressed in the Owner training.

PROJECT MANUAL

1) Instructions to Bidders: 3a Project Completion

Delete: Paragraph 2 – “The Contractor must schedule work ...to allow filling.”

2) DRAFT-Owner / Contractor Form of Agreement

Delete: In its entirety

Add: DRAFT-Owner / Contractor Form of Agreement as attached.

3) Specification Section 131000 – “Swimming Pools, General”:

Add: “Specification Section 131000 – “Swimming Pools, General” in its entirety.

END OF ADDENDUM

SECTION 131000 - SWIMMING POOLS, GENERAL

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions and Division-1 Specifications sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. The intent of this section is to describe and specify modifications to the wading pool including coordination of structure, recirculation system and piping. The Contractor shall bring to the attention of the Architect prior to the submission of the bid, any inconsistency or deficiency in specified materials or equipment which might prove detrimental to the overall operation of the system; and the Contractor shall include in his/her bid all items of equipment and materials, etc., required for proper system operation according to codes and best-established practices, whether drawn and/or specified, or not.
- B. Immediately after signing of contract, a meeting will be held with the contractor, pool foreman, pool equipment manufacturers, owner, and Architect to review all aspects of pool and systems in detail. All components and equipment will be reviewed at that time prior to shop drawing submission. Any changes, conflicts, etc. will be discussed and resolved.
- C. The Contractor shall be responsible for providing, installing, and final sizing of all piping and
- D. Design Standards: All appropriate pool layout, dimensions, materials, etc. shall meet state and local health department requirements. The Contractor must verify and perform all regulatory requirements.
- E. Codes: It shall be the responsibility of the Contractor to ensure that the work and materials furnished under this contract shall be in conformance with the code requirements of the State of Connecticut Health Department, Town of Simsbury and all applicable state and local building codes.
- F. Permits and Fees: The Contractor shall provide all required to obtain permits from all appropriate governing agencies, including the State of Connecticut Department of Public Health and the Town of Simsbury Building Department. The Contractor shall obtain all necessary inspections and shall pay all permit and application fees relating to the Wading pool and related work.

1.3 QUALITY ASSURANCE

- A. The methods, materials and equipment herein specified are intended to be the basis for receiving bids. Unless noted as "No Substitutions", substitutions will be considered in accordance with the provisions stated in these specifications.
- B. Where particular brand names are specified, but not noted as "No Substitutions", they are intended as a standard of quality and performance. Proposals based on the use of alternate equipment or equal substitutions must be submitted to the Owner and Architect 10 days prior to bid opening. The burden of proof of conformance of substitutions shall rest with the Contractor. The Architect/Owner shall be the sole judge with respect to interpretation of specifications or

intent and conformance of substitute equipment or materials. In no case will alternates be accepted which increase the contract costs after the submission of Bids.

1.4 EXPERIENCE QUALIFICATIONS

- A. Experience Qualifications: The Contractor to be engaged under this contract shall have a minimum of five (5) years continuous experience in the construction, furnishing, and installation of equipment, and startup and balancing of systems of swimming pool projects comparable in scope to this. He shall furnish written evidence of satisfactory completion of at least five (5) pools comparable to the type specified hereunder which have been operating satisfactorily for at least two (2) years. The Owner reserves the right to reject the proposal of any bidder who fails to meet the qualifications stipulated herein. The Owner also reserves the right to accept the proposal of a bidder who, in their current entity, does not meet these experience qualifications, but whose principals and officers can demonstrate, through previous experience the ability to complete this work satisfactorily.
- C. The foreman for the work performed under this section shall be capable of performing the work described and able to show successful experience for five (5) years on installation of pools of similar scope.

1.5 SUBMITTALS

- A. Submittals of Drawings:
 - 1. Within 10 days of pool meeting called for in item 1.2 B. Description of Work, and prior to commencement of work hereunder, the Contractor shall submit to the Architect six (6) sets hardcopy, or electronic copy of detailed submittals and shop drawings (fully compliant with requirements of submittals under other Sections, hydraulic calculations verifying pipe sizes, equipment lists and catalog cuts for the work, materials and equipment proposed to be furnished. Drawings shall clearly indicate layout, dimensions, reinforcing schedules, thickness' of materials, and limits of work under this contract.
 - 2. No work shall be performed until the submittals have been approved by the Architect and necessary Government agencies. Approval of these drawings in no way relieves the Contractor of the responsibility to satisfy the intent of the specifications. Drawings submitted as "not to scale" will be summarily rejected.
 - 4. In addition, complete shop drawings and equipment catalog sheets along with the required permit application forms, shall be submitted to the State Health Department and any other Government agencies having jurisdiction by the Contractor for approval before any work under this section may proceed. The Architect shall provide two sets of signed and sealed documents for this purpose.
 - 5. After completion of work, submit to Owner, manufacturer's written instructions for operation maintenance, and cleaning of all furnished items.
 - 6. After completion of work, submit to Owner record drawings as called for in other sections of these specifications

1.6 WARRANTIES

A. POOL SYSTEM WARRANTIES

1. The Contractor shall warranty the construction and equipment not listed below, for a period of one (1) year from date of substantial completion.

A five (5) year written warranty of the system components listed below is required as a part of this contract. Responsibility for the five (5) year warranty of the system rests solely with the manufacturer; therefore, the system must be furnished and installed by a single manufacturer. Installation by other than factory-trained employees of the manufacturer or systems which are supplied without installation shall not be approved. The five-year system warranty shall include the following components:

- a. Main Drains
- b. Spray Feature

1.7 LEAK TEST REQUIREMENTS

- A. A leak test must be performed on the pool in accordance with the following test requirements. All initial filling and draining is by the Contractor with water provided by the Owner. If any structure leaks, it shall be repaired or replaced, and retested according to the same requirements. Leak tests shall be performed prior to the plastering of the pool.
- B. The Contractor shall perform a 48-hour leak test to be supervised by the Architect/Owner.
- C. Structures shall be filled with water and allowed to stand for 24 hours. The Contractor and Architect shall then mark the level of the water in the respective structures. Twelve hours later the water level shall be checked by both parties. If said level is found not to have dropped more than 1/4" during the 12 hours standing period, the Contractor shall certify in writing with copies to the Architect that the structure appears to be watertight. The Contractor shall provide a "Control Body of Water" located on the pool deck for the duration of the test, in a leak proof vessel of known surface area for the purposes of establishing an evaporation rate, which the Architect will factor in to the evaluation of leak test.
- D. Should water level be found to have dropped more than 1/4", the structure shall be left standing another 12 hours and the loss measured. If the level has continued to drop in this ensuing 12 hour period, the structure(s) shall be emptied by the Contractor. The Contractor shall proceed to locate the source of the leak(s) and cause for same to be repaired. The offending structure shall then be retested until it tests watertight as noted above.

1.8 PATENTED MATERIALS

- A. The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for the infringement of any patent rights and shall save the Owner and the Architect harmless from loss on account thereof, except that the Contractor shall not be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified. If the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly notifies the Owner of Architect. The Contractor shall bond the indemnity required by this paragraph.

1.9 RESPONSIBILITY FOR THE WORK

- A. The Contractor shall clearly define work limits and responsibilities to ensure timely completion of the work and an orderly construction process.
- B. The Contractor shall carefully review the work of all sections of these specifications, to verify that all items are included. It is the responsibility of the Contractor, to make sure that all items necessary are included and provided to provide a fully functioning system. Any conflicting requirements shall be resolved by the Contractor.

1.10 RELATED POOL REQUIREMENTS

- A. Submission of all data required to gain approval by regulatory agencies prior to and following construction for the swimming pool structure and its equipment. The Contractor shall be responsible for code compliant installation of the swimming pool structure modifications, waterstops, electrical bonding, piping and systems supplied under Division 13.
- B. Supervision of excavation and labor for hand trimming as required.
- C. Coordination of all form work, embeds, and penetrations as required for pool and equipment installation and construction. Contractor must review pool slab layout and profiles to determine where form work inserts, penetrations, and accessories will be required.
- D. Coordination and installation of reinforcing steel as specified.
- E. Provide common electrical ground bonding of pool and structure(s), pool fittings, and equipment in accordance with the National Electrical Code, (latest edition).
- F. Application of interior pool finish including furnishing and installation of plaster coating
- G. Provide stenciled Depth Markings at four locations on the face of the curb in the wading pool and at four locations on the deck.
- H. Furnishing and installation of main drain fittings, return inlets and spray feature base and feature, as well as all pipe, fittings, and valves for the pool re-circulating system to and from the pool the pool as indicated, or as required for a fully functioning system.
- I. Work with Owner at startup to balance the recirculation system upon completion of work and furnish operating instructions and maintenance manuals to Owner (minimum four copies).
- J. Furnishing wall sleeves and modular pipe seals for installation in concrete assemblies.
- K. Obtaining of final acceptance by Connecticut Health Department and all other governing jurisdictions.

1.11 GENERAL CONSTRUCTION REQUIREMENTS

- A. Layout, trench excavation and disposition of material. Fill materials as specified or required.
- B. Concrete pool slabs and deck slabs.
- C. Pipe trenches and backfill.

1.12 ELECTRICAL REQUIREMENTS

- A. Bonding and Grounding of steel reinforcing, and all equipment in accordance with N.E.C. (latest edition).

1.13 SYSTEM TRAINING

- A. A qualified representative of the Contractor, pool sub-contractor and equipment manufacturer performing work under this section shall put the equipment into operation and instruct the Owner's representative in the operation of this equipment to the Owner's satisfaction prior to substantial completion. The operations and maintenance manuals shall be reviewed by all parties.

1.14 OPERATIONS AND MAINTENANCE MANUALS

- A. Two weeks prior to the start-up and instruction, provide a draft copy of the Operations and Maintenance Manual to the Architect for review and comment. The Architect shall provide comments to the Contractor within one week. The Contractor shall provide two final copies of the manuals to the Owner and one final copy to the Architect at the time of the training.
- B. Operations and Maintenance Manuals shall be bound in a three-ring binder, with the project identified on the front and edge. The manuals shall be organized in tabbed sections, including, but not limited to, the following.
 - 1. Project Directory
 - 2. Project Description
 - 3. Narrative System Descriptions and One Line Diagrams
 - 4. As-Built Drawings of pool piping and equipment, inclusive of flow indicators and valve tags
 - 5. Valve tag chart, indicating position of each valve for each mode of operation
 - 6. Operating instructions for each pool component and system
 - 7. Start-up Procedures
 - 9. Winterization procedures
 - 10. Equipment manuals with maintenance instructions

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 131000

DRAFT AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year **Two Thousand Eighteen»**
(In words, indicate day, month and year.)

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

Town of Simsbury, Connecticut
933 Hopmeadow Street
P.O. Box 495
Simsbury, Connecticut 06070

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

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

Wading Pool Renovation, Memorial Park
40 Plank Hill Road
Simsbury, CT 06070

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

TLB Architecture, LLC
92 West Main Street
Chester, CT 06412

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Date will be established in the Notice to Proceed

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

Not applicable

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (see below), or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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Portion of Work

Entire Project

Substantial Completion Date

May 25, 2018

Final Completion Date

June 9, 2018

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

If the Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the terms of this Agreement then the Contractor does hereby agree, as part consideration for the awarding of this Contract, to pay the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work the sum of Five Hundred Dollars (\$ 500) per calendar day.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, the said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates. It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract.

ARTICLE 4 CONTRACT SUM

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

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

« »

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

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

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30 days after the Architect certifies the amount due the Contractor and the Owner and any applicable boards or commissions approves the Contractor's Application for Payment. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than « 60 » days after the Architect certifies the amount due the Contractor and the Owner and any applicable boards or commissions approves the Contractor's Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction, as modified;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007, as modified requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007, as modified.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

At the Owner's sole discretion

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

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

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, as modified, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, as modified, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007, as modified.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007, as modified.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007, as modified, or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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

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§ 8.3 The Owner's representative:
(Name, address and other information)

Jerome F. Shea, Town Engineer
Town of Simsbury
933 Hopmeadow Street
Simsbury, Connecticut 06070
Telephone Number: 860-658-3260

§ 8.4 The Contractor's representative:
(Name, address and other information)

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§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

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ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
As noted in the Contract Documents			

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Refer to the Table of Contents in the Contract Documents

Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
Refer to the Table of Contents in the Contract Documents

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

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

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
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- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)
 - 1. Bid Proposal submitted by the Contractor
 - 2. Performance, Labor and Material Bonds
 - 3. Certificate of Insurance

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Performance, Payment Bonds and Certificate of Insurance	Bonds - 100% of the Contract Sum, as adjusted. Insurance requirements as stated below.

(Minimum Limits)		
General Liability (including, Contractual Liability, Products, Premises Completed Operations, Advertising Injury and Independent Contractors)	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Professional Liability	Each Claim or Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Auto Liability	Combined Single Limit Each Accident	\$1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$5,000,000
	Aggregate	\$5,000,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers' Compensation and WC Statutory Limits

Employers' Liability	EL Each Accident	\$1,000,000
	EL Disease Each Employee	\$1,000,000
	EL Disease Policy Limit	\$1,000,000

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

OWNER *(Signature)*

Maria E. Capriola, M.P.A.
Town Manager
Town of Simsbury

(Printed name and title)

CONTRACTOR *(Signature)*

« »

(Printed name and title)