CITY OF PAWTUCKET

REQUEST FOR PROPOSALS

13-066
Fire Station #5 Roof Replacement

November 7, 2013

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1.0 - Bid/Solicitation Information

Schedule

Pre-Bid/Proposal Conference: **X** No ☐ Yes

Bidders may be granted access to the facility by scheduling an appointment with Andrew Silvia, Chief of Project Development, by calling 401-728-0500 ext. 279.

Requests for Further Information:

November 21, 2013 at 4:00 PM

Requests for information or clarification must be made electronically to the attention of:

Lance Hill – Director of Public Works
E-mail: lhill@pawtucketri.com

Please reference the RFP / LOI number on all correspondence. Answers to questions received, if any, will be posted on the internet as an addendum to this bid solicitation.

RFP Submission Deadline:

November 27 at 10:00 AM
Late submittals will not be considered.

Proposals must be mailed or hand-delivered in a sealed envelope **marked with the RFP/Bid # and Project Name** to:

Pawtucket City Hall - Purchasing Office
137 Roosevelt Avenue
Pawtucket, RI 02860

Bonds/Surety Required

Surety Bond: ☐ No ✕ Yes

Bidder is required to provide a bid surety in the form of a bid bond or certified check payable to the City of Pawtucket in an amount not less than five percent (5%) of the bid price.

Fidelity Bond: ✕ No ☐ Yes

Performance Bond: ☐ No ✕ Yes

Bidder is required to provide a bid surety in the form of a bid bond or certified check payable to the City of Pawtucket in an amount not less than one hundred percent (100%) of the bid price.

The successful bidder will be required to furnish all insurance documentation as outlined in the attached Purchasing Rules & Regulations and General Terms & Conditions of Purchase.

Miscellaneous

The bid process and resulting contract are subject to the Rules and Regulations and General Terms and Conditions of Purchase. Submission of a bid in response to this solicitation is acknowledgement and acceptance of these Rules and Regulations and General Terms and Conditions of Purchase.

The City of Pawtucket reserves the right to award on the basis of cost alone, accept or reject any or all bids, and to act in its best interest including, but not limited to, directly

negotiating with any vendor who submits a proposal in response to this RFP and to award a contract based upon the results of those negotiations alone. Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The City of Pawtucket may, at its sole option, elect to require presentations(s) by bidders clearly in consideration for award.

2.0 - Instructions and Notifications to Bidders

- It is the vendor's responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Vendors must comply with all Federal, State, and City laws, ordinances and regulations, and meet any and all registration requirements where required for contractors as set forth by the State of Rhode Island. Failure to make a complete submission as described herein may result in a rejection of the proposal.
- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the bidder. The City of Pawtucket assumes no responsibility for these costs.
- A submittal may be withdrawn by written request to the Purchasing Agent by the proposer prior to the stated RFP deadline.
- Prior to the proposal deadline established for this RFP, changes may be made to a proposal already received by the City if that vendor makes a request to the Purchasing Agent, in writing, to do so. No changes to a proposal shall be made after the RFP deadline.
- Proposals are considered to be irrevocable for a period of not less than ninety (90) days following the opening date, and may not be withdrawn, except with the express written permission of the Purchasing Agent. Should any vendor object to this condition, the vendor must provide objection through a question and/or complaint to the Purchasing Agent prior to the proposal deadline.
- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
- The vendor has full responsibility to ensure that the proposal arrives at the Purchasing Division Office prior to the deadline set out herein. The City assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the due date. Proposals arriving after the deadline may be returned, unopened, to the vendor, or may simply be declared non-responsive and not subject to evaluation, at the sole discretion of the Purchasing Agent. **For the purposes of this requirement, the official time and date shall be that of the time clock in the City of Pawtucket's Purchasing Office.**
- It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the bidder's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.
- Bidders are advised that all materials submitted to the City of Pawtucket for consideration in response to this Request for Proposals shall be considered to be public records as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and may be released for inspection immediately upon request once an award has been made.

- Vendors are responsible for errors and omissions in their proposals. No such error or omission shall diminish the vendor's obligations to the City.
- The City reserves the right to reject any or all proposals, or portions thereof, at any time, with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted proposal at its sole discretion. All material submitted in response to this RFP shall become the property of the City of Pawtucket upon delivery to the Purchasing Agent.
- There is no official, public opening of proposals. The City asks that companies refrain from requesting proposal information concerning other respondents until an intention to award is determined, as a measure to best protect the solicitation process, particularly in the event of a cancellation or re-solicitation. Proposal materials become public information only after a contract is awarded.

3.0 - Overview

The City of Pawtucket is seeking bids from registered contractors to rehabilitate the roofing system at Fire Station #5, located at 301 Smithfield Avenue. Rehabilitation activities shall include, but not be limited to:

- Removal and disposal of existing roofing system down to structural deck
- Limited replacement of decking, extents to be determined
- Removal and disposal of asbestos containing materials (ACMs)
- Installation of new thermoplastic polyolefin (TPO) roofing system.

Plans and specifications outlining the proposed work are included as appendices to this document.

4.0 - Scope of Work

4.1 Location

Fire Station #5 is addressed as follows:

301 Smithfield Avenue

Pawtucket, RI 02860

4.2 General Requirements

- The contractor selected shall accomplish substantial completion of the works outlined herein within 90 days of authorization from the City. The anticipated authorization date for this project is December 13, 2013.
- The contractor will be given access to work at the facility during the following hours:
    - Monday through Friday: 7:00 AM – 10:00 PM
    - Saturday & Sunday: 10:00 AM -10:00 PM

  Contractor shall coordinate any necessary access to the facility with Fire Department staff.

4.3 Tasks & Objectives

The proposed works are described in detail in Appendices C (Plans) and D (Specifications) to this document. These works include, but are not limited to:

- Removal and disposal of existing roofing system down to structural deck
- Limited replacement of decking, extents to be determined
- Removal and disposal of asbestos containing materials (ACMs)
- Installation of new thermoplastic polyolefin (TPO) roofing system.

As outlined in Appendix D (Specifications), the above-listed works shall be completed in such a manner as will cause minimal disruption to the facility. The facility shall not be subject to prolonged exposure to weather during the execution of the work, and it shall not be acceptable for execution of the work to cause the facility to be closed for any length of time.

The contractor selected shall obtain all necessary permits to complete the works described herein. With respect to the building permit issued by the City of Pawtucket, please note that this project is exempt of payment of the City's portion of the permit fee. The project is not exempt from payment of the State of Rhode Island's portion of this fee.

5.0 - Insurance

The vendor shall maintain and keep in force such comprehensive general liability insurance as shall protect them from claims which may arise from operations under any contract entered into with the City of Pawtucket, whether such operations be by themselves or by anyone directly or indirectly employed by them.

The amounts of insurance shall be not less than $1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

The City of Pawtucket shall be named as additional insured on the vendor's General Liability Policy.

The vendor shall maintain and keep in force such Workers' compensation insurance limits as required by the statutes of the State of Rhode Island, and Employer's Liability with limits no less than $500,000.

6.0 - Acknowledgement of Risk & Hold Harmless Agreement

In addition to the indemnity provisions in the City of Pawtucket's Terms and Conditions of Purchase and to the fullest extent permitted by law, the selected vendor, its officers, agents, servants, employees, parents, subsidiaries, partners, officers, directors, attorneys, insurers, and/or affiliates (Releasors) agree to release, waive, discharge and covenant not to sue the City of Pawtucket, its officers, agents, servants or employees (Releasees) from any and all liability, claims, cross-claims, rights in law or in equity, agreements, promises demands, actions and causes of action whatsoever arising out of or related to any loss, damage, expenses (including without limitation, all legal fees, expenses, interest and penalties) or injury (including death), of any type, kind or nature whatsoever, whether based in contract, tort, warranty, or other legal, statutory, or equitable theory of recovery, which relate to or arise out of the Releasors use of or presence in and/or on City of Pawtucket property. The Releasors agree to defend, indemnify and hold harmless the Releasees from (a) any and all claims, loss, liability, damages or costs by any person, firm, corporation or other entity claiming by, through or under Releasors in any capacity whatsoever, including all subrogation claims and/or claims for reimbursement, including any court costs and attorneys fees, that may incur due to Releasors use of or presence in and on City of Pawtucket property; and (b) any and all legal actions, including third-party actions, cross-actions, and/or claims for contribution and/or indemnity with respect to any claims by any other persons, entities, parties, which relate to or arise out of Releasors use of or presence in and on City of Pawtucket property.

The Releasors acknowledge the risks that may be involved and hazards connected with use of or presence in and on City of Pawtucket property but elect to provide services under any contract with the City of Pawtucket with full knowledge of such risks. Releasors also acknowledge that any loss, damage, and/or injury sustained by

Releasors is not covered by Releasees insurance. Releasors agree to become fully aware of any safety risks involved with the performance of services under any contract with the City of Pawtucket and any safety precautions that need to be followed and agree to take all such precautions.

The duty to indemnify and/or hold harmless the City of Pawtucket shall not be limited by the insurance required under the City of Pawtucket Terms and Conditions of Purchase.

7.0 - Additional Insurance Requirements

In addition to the insurance provisions in the City of Pawtucket Terms and Conditions of Purchase, the liability insurance coverage, except Professional Liability, Errors and Omissions or Workers' Compensation insurance required for performance of a contract with the City of Pawtucket shall include the City of Pawtucket, its divisions, officers and employees as Additional Insured but only with respect to the selected vendor's activities under the contract. The insurance required through a policy or endorsement shall include:

A. a Waiver of Subrogation waiving any right to recovery the insurance company may have against the City of Pawtucket; and

B. a provision that the selected vendor's insurance coverage shall be primary with respect to any insurance, self insurance or self retention maintained by the City of Pawtucket and that any insurance, self insurance or self retention maintained by the City of Pawtucket shall be in excess of the selected vendor's insurance and shall not contribute.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty (30) days written notice from the selected vendor or its insurer(s) to the City of Pawtucket's Purchasing Agent. Any failure to comply with the reporting provision of this clause shall be grounds for immediate termination of the contract with the City of Pawtucket.

Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the City of Pawtucket. The selected vendor shall pay for all deductibles, self-insured retentions and/or self-insurance included hereunder.

The City of Pawtucket's Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

8.0 - Proposal Content and Organization

Pricing must include all costs as specified in this solicitation. Pricing for this proposal must be indicated on the Bid Form in Section 11.0 and must be submitted in a separate, sealed envelope marked with the words “Pricing Proposal”. Only one pricing proposal needs to be submitted.

All Bid Forms must be signed.

Vendors must include on the Bid Form a list of at least four (4) references with whom they have contracted to do similar work by including the company name, telephone number, contact person, and number of years they have served this customer. Preferably, references should be municipalities which are of approximate size as the City of Pawtucket, and a website address should be included if available.

Respondents must also include an overview of their company’s experience including, but not limited to, the number of years the company has been providing these services, the size of the company (including the number of employees and locations), a description of work undertaken that is similar to what is being requested in this RFP, and, if applicable, certifications that show a knowledge of equipment that would be serviced or provided under this contract.

If any subcontractors are to be used in the performance of any work contracted for under this RFP, please list their name(s), contractor license #, address and phone number, and specific description of the subcontract work to be performed.

Two (2) copies of your proposal, one (1) original and one (1) copy, must be submitted at the time of submission. Proposals must be in the following format:

- Bid Form
- Company overview
  - Length of time your firm has been in business
  - Length of time at current address
- All licensing (List types and business license number(s)), certification and permits as required in the Scope of Work

Please state any and all additions, deletions, and exceptions, if any, that you are taking to any portion of this proposal. If not addressed specifically, the City of Pawtucket assumes that the vendor will adhere to all terms and conditions listed in this RFP.

Submission of a proposal is acknowledgement and acceptance of the City of Pawtucket’s Purchasing Rules and Regulations and General Terms and Conditions of Purchase.

9.0 - Evaluation Criteria

The evaluation of proposals will be conducted in a time frame convenient to the City.

The City of Pawtucket reserves the right to award on the basis of cost alone, accept or reject any or all proposals, and to otherwise act in its best interest including, but not limited to, directly negotiating with any Supplier who submits a proposal in response to this RFP and to award a contract based upon the results of those negotiations alone. Further, the City reserves the right to waive irregularities it may deem minor in its consideration of proposals.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The City of Pawtucket may elect to require presentations(s) by vendors in consideration for award.

Proposals will be evaluated in three (3) phases:

1. The first phase is an initial review to determine if the proposal, as submitted, is complete. To be complete, a proposal must meet all the requirements of this RFP.
2. The second phase is an in-depth analysis and review based on criteria below and their associated weights.

Evaluation Criteria	Importance
Experience/Qualifications	20%
References	20%
Price	60%

3. The third is a comparison of each proposal's weighted evaluation relative to the costs proposed.

In the event that the City requires further information and/or a demonstration of any equipment or process offered in any proposal, all vendors asked for same will do so at no cost to the City.

10.0 - Miscellaneous

Vendors shall at all times comply with all federal, state, and local laws, ordinances and regulations and shall defend, indemnify and save harmless the City of Pawtucket against any claims arising from the violation of any such laws, ordinances and regulations, including but not limited to challenges as to the legality of any and all vendor installations.

The City is exempt from the payment of the Rhode Island State Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph 1, as amended. Further, the City is also exempt from the payment of any excise or federal transportation taxes. The proposal prices submitted must be exclusive of same, and will be so construed.

The City of Pawtucket reserves the right to cancel an agreement with the Vendor with thirty (30) days written notice and to award the contract to the next highest evaluated bidder.

The City of Pawtucket reserves the right to renegotiate the terms of this contract with the Vendor for subsequent years provided the Vendor agrees to the contract terms for the renewal period.

The payment and performance of any obligations under this contract for years beyond the first fiscal year are subject to the availability of funds.

11.0 – Bid Form

13-066 – Fire Station #5 Roof Replacement

Date: _____

Submitted By: _____

(Include Name, Address and Telephone No.) _____

_____

_____

Name and remittance address that will appear on invoices:	Physical address of business:

General Information

Is your firm a sole proprietorship doing business under a different name? ____Yes _____ No

If yes, please indicate sole proprietorship, a name, and the name you are doing business under.

_____

_____

Is your firm incorporated? ____Yes _____ No

Will any of the work spelled out in this bid be outsourced? ____Yes _____ No

If so, please explain below:

_____

_____

_____

Have you or your firm been subject to suspension, debarment or criminal conviction by the City of Pawtucket, the State of Rhode Island, or any other jurisdiction?
Yes: _____ No: _____

Have the City of Pawtucket and/or the State of Rhode Island ever terminated contracts with your firm for cause?
Yes: _____ No: _____

Has your firm ever withdrawn from a contract with the City of Pawtucket and/or the State of Rhode Island during its performance?
Yes: _____ No: _____

Have you or your firm been involved in litigation against the City of Pawtucket and/or the State of Rhode Island.
Yes: _____ No: _____

If you answered yes to any of the foregoing, please explain the circumstances below. If you or your firm has been involved in litigation against the City of Pawtucket and/or the State of Rhode Island, please include the case caption, case number and status. (If more space is needed, please attach separate sheet and submit with the bid.)

_____

_____

_____

Is your company bonded? Yes ____ No ____

Please describe the nature and extent of all insurance coverage:

_____

_____

_____

Addenda

The following Addenda have been received. The noted modifications to the Bidding Documents have been considered and all costs are included in the Bid Sum.

Addendum #1, Dated:_____

Addendum #2, Dated:_____

Addendum #3, Dated:_____

References

Please list at least four (4) companies' with whom you have contracted to provide similar services. Preferably, references should be municipalities which are of approximate size as the City of Pawtucket, and a website address should be included if available.

Reference #1

Company Name:_____

Contact Person:_____Telephone #: _____

Contract Dates: _____ To _____

Website Address: _____

Reference # 2

Company Name:_____

Contact Person:_____Telephone #: _____

Contract Dates: _____ To _____

Website Address: _____

Reference # 3

Company Name:_____

Contact Person:_____Telephone #: _____

Contract Dates: _____ To _____

Website Address: _____

Reference # 4

Company Name:_____

Contact Person:_____Telephone #: _____

Contract Dates: _____ To _____

Website Address: _____

Pricing Proposal

13-066

In addition to the structural wood decking that is shown on the construction drawings to be replaced, the General Contractor shall include in their lump sum bid the cost of replacing an additional 300 square feet of structural wood decking as per detail 3/A1.2 in the construction drawings.

Having examined RFP # 13-066, we propose to enter into a contract to perform services per the bid specifications for the costs listed below:

The lump sum cost for Fire Station #5 Roof Replacement

For Department of Public Works:

$				,				,				.		

Numeric

_____

Written

Bid Form Signature

_____

(Bidder Name – Please Print)

By:_____

(Signature)

Title:_____

***** ***BID FORM MUST BE SIGNED*** *****

UNIT PRICES (ALL ITEMS FURNISHED & INSTALLED, COMPLETE IN PLACE)

In addition to stating the Total Base Bid Cost, the bidder shall state costs for the various items of work listed below. The Unit Prices as quoted are for computing adjustments to the Total Base Bid prior to Contract award, as well as during the course of construction, based upon extra work ordered by the Owner, or for work countermanded, reduced, or omitted by the Owner.

Unit Prices are to be a complete price to be added or deducted on the basis of quantities of work involved, for each work item in place in the unit. The Owner reserves the right not to accept unit prices if, in the Owner's opinion, the unit prices are unreasonable.

The Value of Unit Prices shall include, but not be limited to, the removal and disposal of existing material and all new material required for proper installation complete in place.

Unit price items and installation shall be equal in all respects to the requirements specified and shown on the drawings of this contract for the same or similar item.

1. Structural wood decking as per detail 3/A1.2 in the construction drawings $ _____/square foot

Bid Form Signature

_____
(Bidder Name – Please Print)

By:_____
(Signature)

Title:_____

***** ***BID FORM MUST BE SIGNED*** *****

Appendix A

ANTI-KICKBACK ACKNOWLEDGMENT

ALL BIDDERS/OFFERORS MUST ATTEST TO THE FOLLOWING:

The vendor acknowledges, under the pains and penalties of perjury, that he/she has not been offered, paid, or solicited for any contribution or compensation, nor has he/she been granted a gift, gratuity, or other consideration, either directly or indirectly by any officer, employee or member of the governing body of the City of Pawtucket who exercises any functions or responsibilities in connection with either the award or execution of the project to which this contract pertains.

Further, the vendor acknowledges, under the pains and penalties of perjury, that he/she has not offered, paid, or solicited by way of any contribution or compensation, nor has he/she granted a gift, gratuity or other consideration either directly or indirectly to any officer, employee, or member of the governing body of the City of Pawtucket who exercises any functions or responsibilities in connection with either the award or execution of the project to which this project or contract pertains.

_____ _____

SIGNATURE OF OFFEROR DATE

_____

TITLE

_____

COMPANY

Title of RFP:

_____

ORIGINAL: AUGUST/2001 REVISED: APRIL/2006

Appendix B

CITY OF PAWTUCKET
GENERAL TERMS AND CONDITIONS OF PURCHASE

Preamble

The City of Pawtucket's Purchasing Office may, from time to time, make amendments to the General Terms and Conditions when the City of Pawtucket's Purchasing Agent determines that such amendments are in the best interest of the City of Pawtucket. Amendments shall be made available for public inspection at the Purchasing Office located in Pawtucket City Hall but shall not require formal public notice and hearing. Copies of the Terms and Conditions shall be provided to any individual or firm requesting them.

CITY OF PAWTUCKET'S PURCHASING OFFICE GENERAL CONDITIONS OF PURCHASE

All City of Pawtucket purchase orders, contracts, solicitations, delivery orders and service requests shall incorporate and be subject to the provisions of Rhode Island General Laws 8-15-4 and the City of Pawtucket purchasing rules and regulations adopted pursuant thereto, all other applicable provisions of the Rhode Island General Laws, the Pawtucket City Charter, specific requirements described in the Request or Contract, and the following General Conditions of Purchase:

1. GENERAL

   All purchase orders, contracts, solicitations, delivery orders, and service requests are for specified goods and services, in accordance with express terms and conditions of purchase, as defined herein. For the purposes of this document, the terms "bidder" and "contractor" refer to any individual, firm, corporation, or other entity presenting a proposal indicating a desire to enter into contracts with the City of Pawtucket, or with whom a contract is executed by the City of Pawtucket's Purchasing Agent, and the term "contractor" shall have the same meaning as "vendor".

2. ENTIRE AGREEMENT

   The City of Pawtucket's Purchase Order, or other City of Pawtucket contract endorsed by the City of Pawtucket Purchasing Office, shall constitute the entire and exclusive agreement between the City of Pawtucket and any contractor receiving an award. In the event any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern.

   All communication between the City of Pawtucket and any contractor pertaining to any award or contract shall be accomplished in writing.

   a. Each proposal will be received with the understanding that the acceptance, in writing, by contract or Purchase Order by the City of Pawtucket Purchasing Agent of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the City of Pawtucket. This shall bind the bidder on his part to furnish and deliver at the prices and in accordance with the conditions of said accepted proposal and detailed specifications and the City of Pawtucket on its part to order from such contractor (except in case of emergency) and to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on Purchase Orders issued by the City of Pawtucket to the contractors.

   b. No alterations or variations of the terms of the contract shall be valid or binding upon the City of Pawtucket unless submitted in writing and accepted by the City of Pawtucket Purchasing Agent. All orders and changes thereof must emanate from the City of Pawtucket Purchasing Office: no oral agreement or arrangement made by a contractor with a department or employee will be considered to be binding on the City of Pawtucket Purchasing Agent, and may be disregarded.

   c. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless:

1. terminated prior to expiration date by satisfactory delivery against orders of entire quantities, or
2. extended upon written authorization of the City of Pawtucket Purchasing Agent and accepted by the contractor, to permit ordering of the unordered balances or additional quantities at the contract price and in accordance with the contract terms, or
3. canceled by the City of Pawtucket in accordance with other provisions stated herein.

d. It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the City of Pawtucket Purchasing Agent.

e. If, subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the bidder or contractor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the contractor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to the City of Pawtucket Purchasing Office, and expressly accepted.

f. The contractor or bidder further warrants by submission of an offer or acceptance of a purchase order or other contract that he has no knowledge at the time of such action of any outstanding and delinquent or otherwise unsettled debt owed by him to the City of Pawtucket, and agrees that later discovery by the City of Pawtucket Purchasing Agent that this warranty was given in spite of such knowledge, except where the matter is pending in hearing or from any appeal therefrom, shall form reasonable grounds for termination of the contract.

3. SUBCONTRACTS

No subcontracts or collateral agreements shall be permitted, except with the City of Pawtucket's express written consent. Upon request, contractors must submit to the City of Pawtucket Purchasing Office a list of all subcontractors to be employed in the performance of any Purchase Order or other contract arising from this Request.

4. RELATIONSHIP OF PARTIES

The contractor or bidder warrants, by submission of an offer or acceptance of a purchase order or other contract, that he is not an employee, agent, or servant of the City of Pawtucket, and that he is fully qualified and capable in all material regards to provide the specified goods and services. Nothing herein shall be construed as creating any contractual relationship or obligation between the City of Pawtucket and any sub-bidder, subcontractor, supplier, or employee of the contractor or offeror.

5. COSTS OF PREPARATION

All costs associated with the preparation, development, or submission of bids or other offers will be borne by the offeror. The City of Pawtucket will not reimburse any offeror for such costs.

6. SPECIFIED QUANTITY REQUIREMENT

Except where expressly specified to the contrary, all solicitations and contracts are predicated on a specified quantity of goods or services, or for a specified level of funding.

a. The City of Pawtucket reserves the right to modify the quantity, scope of service, date of delivery or completion, or funding of any contract, with no penalty or charge, by written notice to the contractor, except where alternate terms have been expressly made a part of the contract.

b. The City of Pawtucket shall not accept quantities in excess of the specified quantity except where the item is normally sold by weight (where sold by weight, the City of Pawtucket will not accept quantities greater than ten per cent [10%] of the specified quantity), or where the Request or Contract provides for awards for other than exact quantities.

c. Purchase Orders or other contracts may be increased in quantity or extended in term without subsequent solicit with the mutual consent of the contractor and the City of Pawtucket, where determined by the City of Pawtucket Purchasing Agent to be in the City of Pawtucket's best interest.

7. TERM AND RENEWAL

Where offers have been requested or contracts awarded for terms exceeding periods of twelve (12) months, it is mutually understood and agreed that the City of Pawtucket's commitment is limited to a base term not to exceed twelve (12) months, subject to renewal annually at the City of Pawtucket's sole option for successive terms as otherwise described, except where expressly specified to the contrary. Purchase orders appearing to commit to obligations of funding or terms of performance may be executed for administrative convenience, but are otherwise subject to this provision, and in such cases the City of Pawtucket's renewal shall be deemed to be automatic, conditional on the continued availability of appropriated funds for the purpose, except as written notice of the City of Pawtucket's intent not to renew is served.

8. DELIVERY/COMPLETION

Delivery must be made as ordered and/or projects completed in accordance with the proposal. If delivery qualifications do not appear on the bidder's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within seven (7) calendar days. If the project completion date is not specified in the proposal, the date shall be determined by the City of Pawtucket Purchasing Agent. The decision of the City of Pawtucket Purchasing Agent, as to reasonable compliance with the delivery terms, and date of completion shall be final. Burden of proof of delay in receipt of order shall rest with the contractor. No delivery charges shall be added to invoices except when authorized on the Purchase Order.

9. FOREIGN CORPORATIONS

In accordance with Title 7 Chapter 1.1 (“Business Corporations”) of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in this state until it shall have procured a certificate of authority so to do from the Secretary of State.

10. PRICING

All pricing offered or extended to the City of Pawtucket is considered to be firm and fixed unless expressly provided for to the contrary. All prices shall be quoted F.O.B. Destination with freight costs included in the unit cost to be paid by the City of Pawtucket, except, where the Request or Contract permits, offers reflecting F.O.B. Shipping Point will be considered, and freight costs may then be prepaid and added to the invoice.

11. COLLUSION

Bidder or contractor warrants that he has not, directly or indirectly, entered into any agree participated in any collusion or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the bid.

12. PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES

Bidder or contractor warrants that he has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the City of Pawtucket for the purpose of obtaining any contract or award issued by the City of Pawtucket. Bidder or contractor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the City of Pawtucket, except as shall have been expressly communicated to the City of Pawtucket Purchasing Agent in writing prior to acceptance of the contract or award in question. Subsequent discovery by the City of Pawtucket of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) or contractor(s) involved.

13. AWARDS

Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of ninety (90) days following the bid opening unless expressly provided for to the contrary in the Request, and may not be withdrawn during this period without the express permission of the City of Pawtucket Purchasing Agent.

a. Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the City of Pawtucket. The City of Pawtucket reserves the right to determine those offers which are responsive to the Request, or which otherwise serve its best interests.

b. The City of Pawtucket reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the City of Pawtucket may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the City of Pawtucket to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.

c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the City of Pawtucket may, at the option of the City of Pawtucket, be
   1. rejected as being non-responsive, or
   2. set aside in favor of the City of Pawtucket's terms and conditions (with the consent of the bidder), or
   3. accepted, where the City of Pawtucket Purchasing Agent determines that such acceptance best serves the interests of the City of Pawtucket.

   Acceptance or rejection of alternate or counter-offers by the City of Pawtucket shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.

d. Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.

e. Bids must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.

f. The City of Pawtucket Purchasing Agent reserves the right to determine the responsibility of any bidder for a particular procurement.

g. The City of Pawtucket Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in his judgment the best interests of the City of Pawtucket will be served by so doing.

h. The City of Pawtucket Purchasing Agent reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.

i. Preference may be given to bids on products raised or manufactured in the City of Pawtucket or State of Rhode Island, other things being equal.

j. The impact of discounted payment terms shall not be considered in evaluating responses to any Request.

k. The City of Pawtucket Purchasing Agent reserves the right to act in the City of Pawtucket's best interests regarding awards caused by clerical errors by the City of Pawtucket Purchasing Office.

14. SUSPENSION AND DEBARMENT

The City of Pawtucket Purchasing Agent may suspend or debar any vendor or potential bidder, for good cause shown:

a. A debarment or suspension against a part of a corporate entity constitutes debarment or suspension of all of its divisions and all other organizational elements, except where the action has been specifically limited in scope and application, and may include all known corporate affiliates of a contractor, when such offense or act occurred in connection with the affiliate's performance of duties for or on behalf of the contractor, or with the knowledge, approval, or acquiescence of the contractor or one or more of its principals or

directors (or where the contractor otherwise participated in, knew of, or had reason to know of the acts).

b. The fraudulent, criminal or other serious improper conduct of any officer, director, shareholder, partner, employee, or any other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval or acquiescence. The contractor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

c. A vendor or contractor who knowingly engages as a subcontractor for a contract awarded by the City of Pawtucket to a vendor or contractor then under a ruling of suspension or debarment by the City of Pawtucket shall be subject to disallowance of cost, annulment or termination of award, issuance of a stop work order, or debarment or suspension, as may be judged to be appropriate by the City of Pawtucket's Purchasing Agent.

15. PUBLIC RECORDS

Contractors and bidders are advised that certain documents, correspondence, and other submissions to the City of Pawtucket's Purchasing Office may be voluntarily made public by the City of Pawtucket absent specific notice that portions of such submittals may contain confidential or proprietary information, such that public access to those items should be withheld.

16. PRODUCT EVALUATION

In all specifications, the words "or equal" are understood after each article when manufacturer's name or catalog are referenced. If bidding on items other than those specified, the bidder must, in every instance, give the trade designation of the article, manufacturer's name and detailed specifications of the item the bidder proposes to furnish; otherwise, the bid will be construed as submitted on the identical commodity described in the detailed specifications. The City of Pawtucket's Purchasing Agent reserves the right to determine whether or not the item submitted is the approved equal the detailed specifications.

a. Any objections to specifications must be filed by a bidder, in writing, with the City of Pawtucket's Purchasing Agent at least 96 hours before the time of bid opening to enable the City of Pawtucket's Purchasing Office to properly investigate the objections.

b. All standards are minimum standards except as otherwise provided for in the Request or Contract.

c. Samples must be submitted to the City of Pawtucket's Purchasing Office in accordance with the terms of the proposals and detailed specifications. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating whether or not the bidder desires their return and specifying the address to which they are to be returned (at the bidder's risk and expense), provided they have not been used or made useless by tests; and absent instructions, the samples shall be considered to be abandoned. Award samples may be held for comparison with deliveries.

d. All samples submitted are subject to test by any laboratory the City of Pawtucket's Purchasing Agent may designate.

17. PRODUCT ACCEPTANCE

All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the City of Pawtucket. The City of Pawtucket reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the City of Pawtucket's option. Contract deliverables specified for procurements of services shall be construed to be work products, and subject to the provisions of this section.

a. Failure by the City of Pawtucket to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the City of Pawtucket's right to subsequently reject the goods in question.

b. Formal or informal acceptance by the City of Pawtucket of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

c. Where the contractor fails to promptly cure the defect or replace the goods, the City of Pawtucket reserves the right to cancel the Purchase Order, contract with a different contractor, and to invoice the original contractor for any differential in price over the original contract price.

d. When materials, equipment or supplies are rejected, the same must be removed by the contractor from the premises of the City of Pawtucket within forty-eight (48) hours of notification. Rejected items left longer than two days will be regarded as abandoned and the City of Pawtucket shall have the right to dispose of them as its own property.

18. PRODUCT WARRANTIES

All product or service warranties normally offered by the contractor or bidder shall accrue to the City of Pawtucket's benefit, in addition to any special requirements which may be imposed by the City of Pawtucket. Every unit delivered must be guaranteed against faulty material and workmanship for a period of one year unless otherwise specified, and the City of Pawtucket may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.

19. PAYMENT

Unless otherwise provided for by the Request or Contract, payment shall not be made until delivery has been made, or services performed, in full, and accepted. Payment shall not be due prior to thirty (30) working days following the latest of completion, acceptance, or the rendering of a properly submitted invoice.

a. Payment terms other than the foregoing may be rejected as being nonresponsive.
b. No partial shipments, or partial completion will be accepted, unless provided for by the Request or Contract.
c. Where a question of quality is involved, or failure to complete a project by the specified due date, payment in whole or part against which to charge back any adjustment required, shall be withheld at the direction of the City of Pawtucket Purchasing Agent. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the City of Pawtucket from taking such discount.
d. Payments for used portion of inferior delivery or late delivery will be made by the City of Pawtucket on an adjusted price basis.
e. Payments on contracts under architectural or engineering supervision must be accompanied by a Certificate of Payment and Statement of Account signed by the architect or engineer and submitted to the City of Pawtucket Purchasing Office for approval.

20. THIRD PARTY PAYMENTS

The City of Pawtucket recognizes no assigned or collateral rights to any purchase agreement except as may be expressly provided for in the bid or contract documents, and will not accede to any request for third party or joint payment(s), except as provided for in specific orders by a court of competent jurisdiction, or by express written permission of the City of Pawtucket's Purchasing Agent. Where an offer is contingent upon such payment(s), the offeror is obligated to serve affirmative notice in his bid submission.

21. SET-OFF AGAINST PAYMENTS

Payments due the contractor may be subject to reduction equal to the amount of unpaid and delinquent state taxes (or other just debt owed to the State), except where notice of delinquency has not been served or while the matter is pending in hearing or from any appeal therefrom.

22. CLAIMS

Any claim against a contractor may be deducted by the City of Pawtucket from any money due him in the same or other transactions. If no deduction is made in such fashion, the contractor shall pay the City of Pawtucket the amount of such claim on demand. Submission of a voucher and payment, thereof, by the City of Pawtucket shall not preclude the City of Pawtucket's Purchasing Agent from demanding a price adjustment in any case when the commodity delivered is later found to deviate from the specifications and proposal.

a. The City of Pawtucket's Purchasing Agent may assess dollar damages against a vendor or contractor determined to be non-performing or otherwise in default of their contractual obligations equal to the cost of remedy incurred by the City of Pawtucket, and make payment of such damages a condition for consideration for any subsequent award. Failure by the vendor or contractor to pay such damages shall constitute just cause for disqualification and rejection, suspension, or debarment.

23. CERTIFICATION OF FUNDING

The Director of Finance shall provide certification as to the availability of funds to support the procurement for the current fiscal year ending June 30th only. Where delivery or service requirements extend beyond the end of the current fiscal year, such extensions are subject to both the availability of appropriated funds and a determination of continued need.

24. UNUSED BALANCES

Unless otherwise specified, all unused Blanket Order quantities and/or unexpended funds shall be automatically canceled on the expiration of the specified term. Similarly, for orders encompassing more than one fiscal year, unexpended balances of funding allotted for an individual fiscal year may be liquidated at the close of that fiscal year, at the City of Pawtucket's sole option.

25. MINORITY BUSINESS ENTERPRISES

Pursuant to the provisions of Title 37 Chapter 14.1of the General Laws, the City of Pawtucket reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price where:

a. the offer is fully responsive to the terms and conditions of the Request, and
b. the price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and
c. the firm making the offer has been certified by the R.I. Department of Economic Development to be a small business concern meeting the criteria established to be considered a Minority Business Enterprise.

26. PREVAILING WAGE REQUIREMENT

In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors for all public works.

27. EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION

Contractors of the City of Pawtucket are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the General Laws of Rhode Island.

Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.

28. DRUG-FREE WORKPLACE REQUIREMENT

Contractors who do business with the City of Pawtucket and their employees shall abide by the State's drug-free workplace policy and the contractor shall so attest by signing a certificate of compliance.

29. TAXES

The City of Pawtucket is exempt from payment of excise, transportation and sales tax imposed by the Federal or State Government. These taxes should not be included in the proposal price. Exemption Certificates will be furnished upon request.

30. INSURANCE

All construction contractors, independent tradesmen, or firms providing any type of maintenance, repair, or other type of service to be performed on City of Pawtucket premises, buildings, or grounds are required to purchase and maintain coverage with a company or companies licensed to do business in the state as follows:

a. Comprehensive General Liability Insurance
    1) Bodily Injury $500,000 each occurrence/ $1,000,000 annual aggregate
    2) Property Damage $500,000 each occurrence /$500,000 annual aggregate

Independent Contractors
Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations
Completed Operations
Personal Injury (with employee exclusion deleted)

b. Automobile Liability Insurance
Combined Single Limit not less than $150,000 each occurrence
Bodily Injury
Property Damage, and in addition non-owned and/or hired vehicles and equipment

c. Workers' Compensation Insurance
As required by the General Laws of Rhode Island.

The City of Pawtucket's Purchasing Agent reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. Successful bidders shall provide certificates of coverage, reflecting the City of Pawtucket as an additional insured, to the City of Pawtucket Purchasing Office, forty-eight (48) hours prior to the commencement of work, as a condition of award. Failure to comply with this provision shall result in rejection of the offeror's bid.

31. BID SURETY

When requested, a bidder must furnish a Bid Bond or Certified Check for 5% of his bid, or for the stated amount shown in the solicitation. Bid Bonds must be executed by a reliable Surety Company authorized to do business in the State of Rhode Island. Failure to provide Bid Surety with bid may be cause for rejection of bid. The Bid Surety of any three bidders in contention will be held until an award has been made according to the specifications of each proposal. All others will be returned by mail within 48 hours following the bid opening. Upon award of a contract, the remaining sureties will be returned by mail unless instructed to do otherwise.

32. PERFORMANCE AND LABOR AND PAYMENT BONDS

A performance bond and labor and payment bond of up to 100% of an award may be required by the City of Pawtucket's Purchasing Agent. Bonds must meet the following requirements:

a. Corporation: The Bond must be signed by an official of the corporation above his/her official title and the corporate seal must be affixed over his/her signature.
b. Firm or Partnership: The Bond must be signed by all of the partners and must indicate that they are " Doing Business As (name of firm)."
c. Individual: The Bond must be signed by the individual owning the business and indicate "Owner."
d. The Surety Company executing the Bond must be licensed to do business in the State of Rhode Island or Bond must be countersigned by a company so licensed.
e. The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.
f. Signatures of two witnesses for both the principal and the Surety must appear on the Bond.
g. A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond.

33. SUSPENSION, DEFAULT AND TERMINATION

a. Suspension of a Contract by the City of Pawtucket

The City of Pawtucket reserves the right at any time and for any reason to suspend all or part of this contract, for a reasonable period, not to exceed sixty days, unless the parties agree to a longer period. The City of Pawtucket shall provide the contractor with written notice of the suspension order signed by the Purchasing Agent or his or her designee, which shall set forth the date upon which the suspension shall take effect, the date of its expiration, and all applicable instructions. Upon receipt of said order, the contractor shall immediately comply with the order and suspend all work under this contract as specified in the order. The contractor shall take all reasonable steps to mitigate costs and adverse impact to the work specified in the contract during the suspension period. Before the order expires, the City of Pawtucket shall either:

1. cancel the suspension order;
2. extend the suspension order for a specified time period not to exceed thirty (30) days; or

3. terminate the contract as provided herein.

The contractor shall resume performance once a suspension order issued under this section is canceled or expires. If as a result of the suspension of performance, there is a financial or schedule impact upon the contract, an appropriate adjustment may be made by, or with the approval of, the City of Pawtucket's Purchasing Agent. Any adjustment shall be set forth in writing. After a suspension order has been canceled or expires, the contractor shall provide any request for adjustment to the City of Pawtucket's Purchasing Agent within thirty (30) days after resuming work performance.

b. Termination of a Contract by the City of Pawtucket

1. Termination for Default or Nonperformance

If, for any reason, the contractor breaches the contract by failing to satisfactorily fulfill or perform any obligations, promises, terms, or conditions, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the City of Pawtucket, the City of Pawtucket may terminate the contract, in whole or in part, the termination of all outstanding contracts or sub-contracts held by the contractor, and the suspension or debarment of the contractor from future procurements by giving written notice to the contractor specifying the date for termination. The City of Pawtucket shall endeavor to provide such notice at least seven (7) calendar days before the effective date of the termination.

A contractor who fails to commence within the time specified or complete an award made for repairs, alterations, construction, or any other service will be considered in default of contract. If contractor consistently fails to deliver quantities or otherwise perform as specified, the City of Pawtucket's Purchasing Agent reserves the right to terminate the contract and contract for completion of the work with another contractor and seek recourse from the defaulting contractor or his surety. In the event of a termination for default or nonperformance, in whole or in part, the City of Pawtucket may procure similar goods or services in a manner and upon terms it deems appropriate, and the contractor shall be liable for the excess costs incurred by the City of Pawtucket as a result of the contractor's default. The contractor, or its surety, agrees to promptly reimburse the City of Pawtucket for the excess costs, but shall have no claim to the difference should the replacement cost be less.

2. Termination Without Cause

The City of Pawtucket may terminate the contract in whole or in part without cause at any time by giving written notice to the contractor of such termination at least thirty (30) days before the effective date of such termination. The notice shall specify the part(s) of the contract being terminated and the effective termination date.

Within thirty (30) days of the effective date of the termination of the contract the contractor shall compile and submit to the City of Pawtucket an accounting of the work performed up to the date of termination. The City of Pawtucket may consider the following claims in determining reasonable compensation owed to the contractor for work performed up to the date of termination:

a. contract prices for goods or services accepted under the contract;
b. costs incurred in preparing to perform and performing the terminated portion of the contract; or
c. any other reasonable costs incurred by the contractor as a result of the termination.

The total sum to be paid to the contractor shall not exceed the total contract price, less any payments previously made to the contractor, the proceeds from any sales of goods or manufacturing materials, and the contract price for work not terminated.

3. Contractor's Obligations in the Event of Termination
If the contract is terminated for any reason, or expires pursuant to its terms, the contractor shall transfer and deliver to the City of Pawtucket in the manner and to the extent directed by the City of Pawtucket:
   a. all finished or unfinished material prepared by the contractor; and
   b. all material, if any, provided to the contractor by the City of Pawtucket.

For the purposes of the contract, "material" shall include, but is not limited to, goods, supplies, parts, tools, machinery, equipment, furniture, fixtures, information, data, reports, summaries, tables, maps, charts, photographs, studies, recommendations, files, audiotapes, videotapes, records, keys, security badges, and documents.

If the contract is terminated for cause, the contractor shall not be relieved of liability to the City of Pawtucket for damages sustained because of any breach by the contractor. In such event, the City of Pawtucket may retain any amounts which may be due and owing to the contractor until such time as the exact amount of damages due the City of Pawtucket from the contractor has been determined by the City of Pawtucket Purchasing Agent. The City of Pawtucket may also set off any damages so determined against the amounts retained.

Upon termination of the contract, the contractor shall stop performance on the date specified, terminate any outstanding orders and subcontracts applicable to the terminated portion of the contract, and shall incur no further commitments or obligations in connection with the terminated performance. The contractor shall settle all liabilities and claims arising out of the termination of subcontracts and order generating from the terminated performance. The City of Pawtucket may direct the contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the City of Pawtucket or a third party.

Terminations of Purchase Order Contracts or Master Pricing Agreements shall require the signature of the City of Pawtucket Purchasing Agent or his designee. Notice of termination by either party shall be submitted in writing to the other party in accordance with the termination clause of the contract, or where no specific termination clause is included, written notice shall be provided no later than thirty (30) days before the expiration of the contract.

34. INDEMNITY
The contractor guarantees:
   a. To save the City of Pawtucket, its agents and employees, harmless from any liability imposed upon the City of Pawtucket arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.
   b. To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City of Pawtucket and of the State of Rhode Island.
   c. That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

35. CONTRACTOR'S OBLIGATIONS
In addition to the specific requirements of the contract, construction and building repair contractors bear the following standard responsibilities:
   a. To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other contractors;
   b. The contractor, its subcontractor(s) and their employees and/or agents, shall protect and preserve property in the contractor or subcontractor's possessions in which the City of Pawtucket has an interest, and any and all materials provided to the contractor or subcontractor by the City of Pawtucket;

c. To clear and remove all debris and rubbish resulting from his work from time to time, as directed or required, a completion of the work leave the premises in a neat unobstructed condition, broom clean, and in satisfactory order and repair;

d. To store equipment, supplies, and material at the site only upon approval by the City of Pawtucket, and at his own risk;

e. To perform all work so as to cause the least inconvenience to the City of Pawtucket, and with proper consideration for the rights of other contractors and workmen;

f. To acquaint themselves with conditions to be found at the site, and to assume responsibility for the appropriate dispatching of equipment and supervision of his employees during the conduct of the work;

g. To ensure that his employees are instructed with respect to special regulations, policies, and procedures in effect for any City of Pawtucket facility or site, and that they comply with such rules, including but not limited to security policies or practices and/or criminal background checks for any employees and/or subcontractors;

h. The contractor shall ensure that its employees or agents are experienced and fully qualified to engage in the activities and services required under the contract;

i. The contractor shall ensure that at all times while services are being performed under this contract at least one of its employees or agents on the premises has a good command of the English language and can effectively communicate with the City of Pawtucket and its staff;

j. The contractor and contractor's employees or agents shall comply with all applicable licensing and operating requirements required by federal or state law and shall meet accreditation and other generally accepted standards of quality in the applicable field of activity;

k. The contractor shall secure and retain all employee-related insurance coverage for its employees and agents as required by law; and

l. The contractor, subcontractor, and his or her employees and agents shall not disclose any confidential information of the City of Pawtucket to a third party. Confidential information means:

(1) any information of a sensitive or proprietary nature, whether or not specially identified as confidential or proprietary; or

(2) any information about the City of Pawtucket gained during the performance of a contract that
is not already lawfully in the public domain.

36. FORCE MAJEURE

All orders shall be filled by the contractor with reasonable promptness, but the contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the contractor and which by the exercise of reasonable diligence, the contractor is unable to prevent.

Appendix C

CONSTRUCTION DRAWINGS

FIRE STATION #5 ROOF REPLACEMENT

301 SMITHFIELD AVENUE

PAWTUCKET, RI 02860

CHAPTER 13 SUMMARY			
BASED ON RISBC-8 STATE ENERGY CONSERVATION CODE (6TH EDITION)			
CHAPTER 3 (CE): CLIMATE ZONES			
CLIMATE ZONES	RHODE ISLAND FALLS WITHIN CLIMATE ZONE - 5A		
CHAPTER 4 (CE): COMMERCIAL ENERGY EFFICIENCY			
OPAQUE THERMAL ENVELOPE REQUIREMENTS	ROOF:		
TABLE C402.2		INSULATION ENTIRELY ABOVE DECK	**R-25 CI**
		ATTIC AND OTHER	**N/A**
	WALLS, ABOVE GRADE - NOT APPLICABLE		
	FLOORS - NOT APPLICABLE		
	OPAQUE DOORS - NOT APPLICABLE		
BUILDING ENVELOPE REQUIREMENTS - FENESTRATION	NOT APPLICABLE		

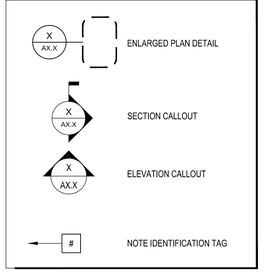
BUILDING CODE ANALYSIS		
PROJECT SUMMARY		
THIS REROOFING PROJECT ENTAILS THE REMOVAL OF AN EXISTING DETERIORATED ROOF ASSEMBLY (SEE SHEET AD1.1 FOR EXISTING ROOF ASSEMBLY) AND THE INSTALLATION OF A NEW TPO ROOF ASSEMBLY USING A TAPERED AND NON-TAPERED INSULATION IN LOCATIONS IDENTIFIED ON SHEET A1.1.		
THIS CODE ANALYSIS HAS BEEN PREPARED USING THE:		
	2012 EDITION OF THE INTERNATIONAL BUILDING CODE	
	2012 EDITION OF THE INTERNATIONAL EXISTING BUILDING CODE	
	2012 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE	
	RHODE ISLAND STATE BUILDING CODE, 11TH EDITION (RISBC-1)	
	RHODE ISLAND STATE ENERGY CONSERVATION CODE, 6TH EDITION (RISBC-8)	
JURISDICTION:	CITY OF PAWTUCKET, RHODE ISLAND (PROVIDENCE COUNTY)	
CODE SUMMARY		
CODE SECTION/DESC.	**ALLOWABLE QUANTITY**	**ACTUAL QUANTITY**
CHAPTER 13: ENERGY EFFICIENCY	SEE SUMMARY THIS SHEET	
CHAPTER 15: ROOF ASSEMBLIES	EXCEPTION: REROOFING SHALL NOT BE REQUIRED TO MEET THE MINIMUM DESIGN SLOPE REQUIREMENTS OF ONE QUARTER UNIT VERTICAL IN 12 UNITS HORIZONTAL (2-PERCENT SLOPE) IN SECTION 1507 FOR ROOF THAT PROVIDE POSITIVE DRAINAGE.	
SECTION 1510.1		
CHAPTER 34: EXISTING BUILDING AND STRUCTURES	ALL NEW WORK SHALL CONFORM TO THE CODE FOR NEW CONSTRUCTION. REFER TO 2012 INTERNATIONAL EXISTING BUILDING CODE SUMMARY ON THIS SHEET.	

NOTE: THE PROPOSED SCOPE OF WORK IS FOR THE REROOFING PROJECT OUTLINED IN THE PROJECT SPECIFICATIONS AND THESE CONSTRUCTION DOCUMENTS. ANY DEVIATION OR CHANGES FROM THE DESIGN INDICATED IN THE CONTRACT DOCUMENTS PREPARED BY WSA SHALL BE REVIEWED WITH THE ARCHITECT AND THE CITY OF PAWTUCKET PRIOR TO THE INITIATION OF ANY CHANGES.

INTERNATIONAL EXISTING BUILDING CODE SUMMARY	
CODE SECTION	**DESCRIPTION**
CLASSIFICATION OF WORK	PER SECTION 503, THE SCOPE OF WORK QUALIFIES AS AN: ALTERATIONS-LEVEL 1 AND SHALL COMPLY WITH THE PROVISIONS OF CHAPTERS 7.
CHAPTER 5	
CHAPTER 7, ALTERATIONS-LEVEL 1	
BUILDING ELEMENTS AND MATERIALS:	ALL NEW WORK SHALL COMPY WITH MATERIALS AND METHODS REQUIREMENTS IN THE INTERNATIONAL BUILDING CODE, INTERNATIONAL ENERGY CONSERVATION CODE, INTERNATIONAL MECHANICAL CODE, AND INTERNATION PLUMBING CODE, AS APPLICABLE.
SECTION 702.4	
FIRE PROTECTION	NOT APPLICABLE
SECTION 703	
MEANS OF EGRESS	NOT APPLICABLE
SECTION 704	
ACCESSIBILITY	NOT APPLICABLE
SECTION 705	
STRUCTURAL	WHERE REPLACEMENT OF ROOFING RESULTS IN ADDITIONAL DEAD LOADS, STRUCTURAL COMPONENTS SUPPORT SUCH REROOFING SHALL COMPLY WITH THE GRAVITY LOAD REQUIREMENTS OF THE INTERNATION BUILDING CODE.
SECTION 706.2	
	NO ADDITIONAL LOADS ARE BEING ADDED TO THE ROOF STRUCTURE.
ENERGY CONSERVATION	ALTERATIONS TO EXISTING BUILDINGS OR STRUCTURES ARE PERMITTED WITHOUT REQUIRING THE ENTIRE BUILDING TO COMPLEY WITH THE ENERGY REQUIREMENTS OF THE INTERNATIONAL ENERGY CONSERVATION CODE. THE ALTERATIONS SHALL CONFORM TO THE ENERGY REQUIREMENTS OF THE INTERNATIONAL ENERGY CONSERVATION CODE AS THEY RELATE TO NEW CONSTRUTION ONLY.
SECTION 707	

1 LOCUS PLAN
N.T.S.

SYMBOL LEGEND



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ENVIRONMENTAL CONSULTANTS	
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	CONTACT: FRANK SILVA
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PROJECT DRAWING LIST	
SHEET #	**TITLE**
G1.1	INFORMATION & CODE SUMMARY
AD1.1	ROOF DEMOLITION PLAN AND NOTES
A1.1	ROOF PLAN, DETAILS AND NOTES
A1.2	SECTION AND DETAILS

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STATION 5 ROOF REPLACEMENT

CITY OF PAWTUCKET
301 SMITHFIELD AVENUE
PAWTUCKET/ RI 02860

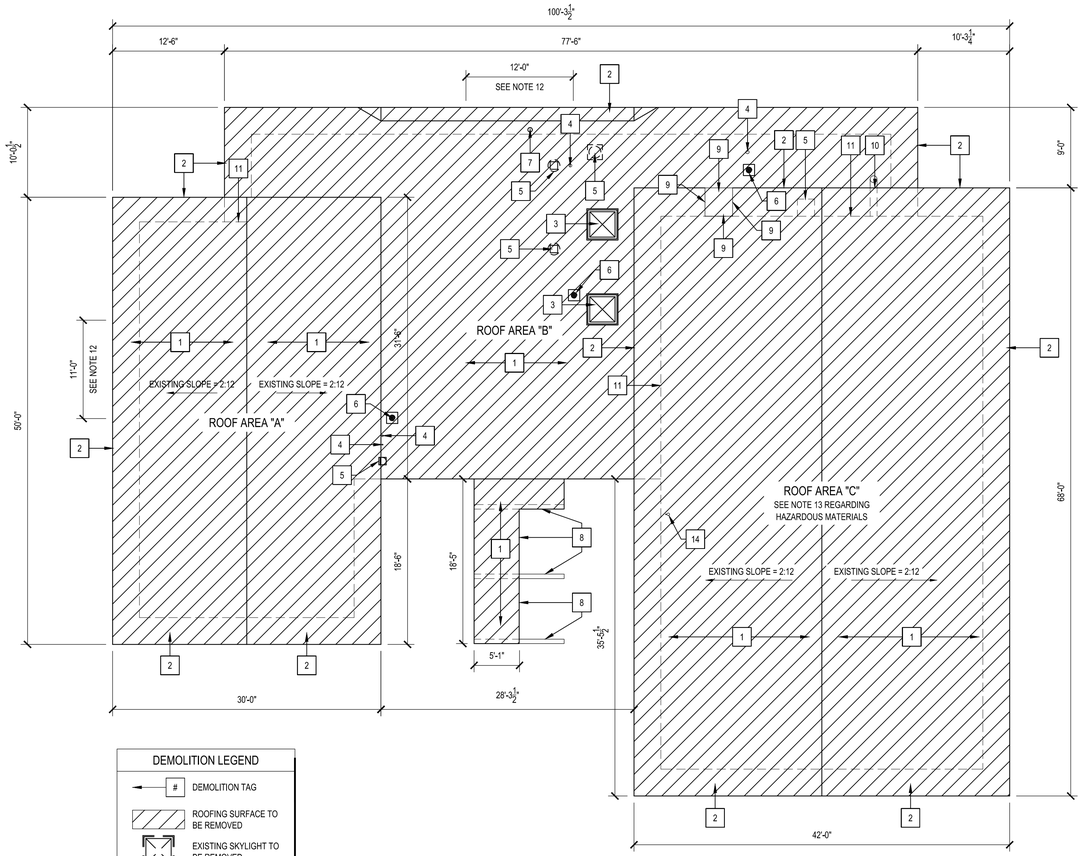
REVISIONS:

SCALE: AS NOTED
DATE: 11.05.13
DRAWN BY: DJA
JOB NUMBER: 130-13

DRAWING NAME:
INFORMATION AND CODE SUMMARY

DRAWING NUMBER:
G1.1

COMMENTS:
ISSUE FOR BID



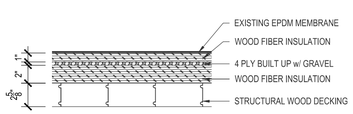
1 AD1.1 DEMOLITION ROOF PLAN
1/8" = 1'-0"

DEMOLITION PLAN NOTES

1.	REMOVE AND DISPOSE OF EXISTING ROOFING SYSTEMS DOWN TO STRUCTURAL DECK INCLUDING BUT NOT LIMITED TO RUBBER MEMBRANE, TAR AND GRAVEL, ADHESIVES, INSULATION, FLASHING AND TERMINATION BARS. G.C. TO CLEAN AND PATCH EXISTING DECKING AS REQUIRED TO COMPLETE NEW WORK. SEE "TYPICAL EXISTING ROOF ASSEMBLY" ON THIS SHEET.
2.	REMOVE AND DISPOSE OF ALL EXISTING TERMINATION BARS AND BLOCKING ALONG PERIMETER OF THE RUBBER MEMBRANE AS REQUIRED FOR THE NEW EPDM ROOFING SYSTEM.
3.	REMOVE AND DISPOSE OF EXISTING SKYLIGHT INCLUDING, BUT NOT LIMITED TO SKYLIGHT HARDWARE AND ACCESSORIES. G.C. TO CLEAN AND PREPARE EXISTING SURFACES AS REQUIRED FOR NEW WORK.
4.	EXISTING VENT TO REMAIN - REMOVE ALL FLASHING AND ADHESIVES AS REQUIRED FOR NEW ROOFING SYSTEMS
5.	EXISTING EXHAUSTVENT/AIR INTAKE AND CURBING TO BE REMOVED AND SALVAGED FOR RE-USE. G.C. TO COORDINATE w/ ELECTRICAL AND HVAC SUBCONTRACTOR REGARDING DISCONNECT OF UNITS PRIOR TO REMOVAL.
6.	REMOVE EXISTING ROOF DRAINS, BASKET, AND PORTION OF INTERIOR RISER (BACK TO INTERIOR CHASE WALL). CAP REMAINING PORTION OF RISER AND PROVIDE SIGNAGE INDICATING "ROOF LEADER - ABANDONED IN PLACE." REMOVE EXISTING ROOF DRAIN ACCESSORIES INCLUDING BUT NOT LIMITED TO FLASHING AND ADHESIVES - CLEAN AND PREPARE ROOF OPENING AS REQUIRED FOR THE NEW WORK.
7	REMOVE AND SALVAGE EXISTING DOWNSPOUTS INCLUDING BUT NOT LIMITED TO FASTENERS, OFFSETS, MITERS, AND ELBOWS ALONG ROOFS PERIMETER. G.C. TO PROTECT EXISTING ROOF EDGE DURING DEMOLITION AND CONSTRUCTION.
8.	REMOVE AND DISPOSE OF EXISTING CANOPY IN ITS ENTIRETY INCLUDING, BUT NOT LIMITED TO EXISTING ROOFING SYSTEM, STRUCTURAL DECK, STRUCTURAL MEMBERS, TERMINATION BARS, FLASHIING, INSULATION, COLUMNS AND BEAMS. G.C. TO SAWCUT STEEL PIPE BELOW COLUMN AT EXISTING SIDEWALK LEVEL AND INFILL PIPE VOIDS WITH NON SHRINK GROUT.
9.	EXISTING COPPER FLASHING AT CHIMNEY TO REMAIN. GC TO LIFT COPPER FLASHING AND REMOVE EXISTING RUBBER MEMBRANE AND TERMINATION BAR.
10.	EXISTING EXHAUST BRACKETS TO BE REMOVED AND RETAINED FOR REUSE. REMOVE AS REQUIRED FOR REMOVAL OF RUBBER ROOF MEMBRANE AND TERMINATION BAR.
11	REMOVE AND DISPOSE OF ALL EXISTING TERMINATION BARS AND BLOCKING AT THE UNDERSIDE OF THE EXISTING EXTERIOR WOOD WALL SHEATHING. PREPARE THE AREA AS REQUIRED TO RECEIVE A NEW TERMINATION BAR.
12	REMOVE A PORTION OF THE STRUCTURAL DECK INCLUDING BUT NOT LIMITED TO STRUCTURAL 2 1/2" WOOD PLANKING, (2) TWO LAYERS OF PLYWOOD AND COVER BOARD AS REQUIRED FOR OVERHANG REPAIRS.
13	HAZARDOUS MATERIAL TESTING HAS BEEN PERFORMED AND ROOF AREA "C" TESTED POSITIVE FOR ASBESTOS IN PERIMETER FLASHINGS. G.C. TO REFER TO ABATEMENT PLAN AS PREPARED BY HAZARDOUS MATERIAL CONSULTANT FOR THE REMOVAL OF ASBESTOS CONTAINING MATERIAL.
14	EXISTING VENT TO REMAIN - REMOVE ALL FLASHING AND ADHESIVES AS REQUIRED FOR NEW ROOFING SYSTEMS. REMOVE AND DISPOSE OF EXISTING ROOF MOUNTED ANTENNAE.

DEMOLITION LEGEND

- # DEMOLITION TAG
- ROOFING SURFACE TO BE REMOVED
- EXISTING SKYLIGHT TO BE REMOVED
- ROOF MOUNTED EXHAUST UNITS
- RV ROOF VENT
- EXISTING ROOF DRAIN TO BE REMOVED



2 AD1.1 TYPICAL EXISTING ROOF ASSEMBLY
1-1/2" = 1'-0"

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STATION 5 ROOF REPLACEMENT

CITY OF PAWTUCKET
301 SMITHFIELD AVENUE
PAWTUCKET/ RI 02860

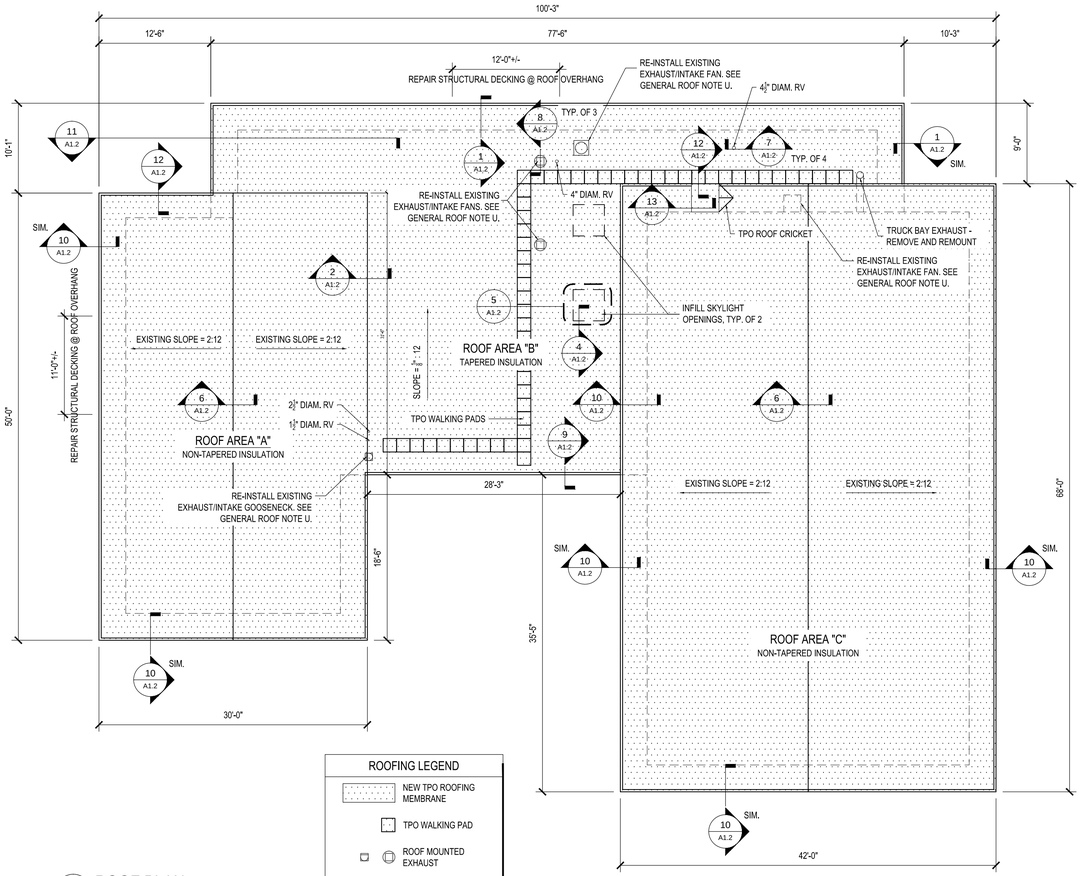
REVISIONS:

SCALE:	1/8" = 1'-0"
DATE:	11.05.13
DRAWN BY:	NJV
JOB NUMBER:	130-13

DRAWING NAME:
ROOF DEMOLITION PLAN AND NOTES

DRAWING NUMBER:
AD1.1

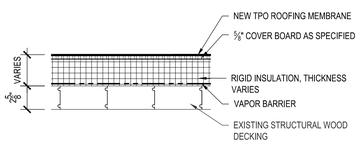
COMMENTS:
ISSUED FOR BID



1 A1.1 ROOF PLAN
1/8" = 1'-0"

ROOFING LEGEND

- NEW TPO ROOFING MEMBRANE
- TPO WALKING PAD
- ROOF MOUNTED EXHAUST
- RV ROOF VENT



2 A1.1 TYPICAL "NEW" ROOF ASSEMBLY
1-1/2" = 1'-0"

GENERAL ROOF NOTES

A.	THE GENERAL CONTRACTOR (G.C.) SHALL FIELD VERIFY ALL DIMENSIONS & CONDITIONS PRIOR TO THE WORK.
B.	PRIOR TO THE WORK THERE SHALL BE A PRE-ROOFING CONFERENCE AMONG OWNER, ROOFING SUCONTRACTOR, SYSTEM MANUFACTURER'S REPRESENTATIVE , RELATED WORK SUBCONTRACTORS, & THE G.C. THE MEETING SHALL BE COORDINATED WITH ENOUGH LEAD TIME FOR ALL TO ATTEND.
C.	THE ROOFING SUBCONTRACTOR SHALL BE CERTIFIED BY THE ROOFING SYSTEM MANUFACTURER.
D.	ROOFING CONTRACTOR TO REFER TO BID FORM FOR SPECIFIC STRUCTURAL DECKING REPLACEMENT PRICING INSTRUCTIONS. CONTRACTOR TO PROVIDE FOR A MINIMUM OF 300 SF OF STRUCTURAL WOOD DECK REPLACEMENT. THE EXTENT OF STRUCTURAL DECK REPLACEMENT IS TO BE VERFIED UPON REMOVAL OF THE EXISTING ROOFING SURFACES. NOTE THAT THIS STRUCTURAL WOOD DECK REPLACEMENT IS UNRELATED TO THE REPLACEMENT NOTED ON SHEETS A1.1 AND A1.2. G.C. TO CONTACT ARCHITECT FOR REVIEW OF THE EXISTING DECKING CONDITION AND PROVIDE A MINIMUM OF 24 HR NOTICE.
E.	BEGIN THE ROOF INSTALLATION ONLY IN THE PRESENCE OF THE MANUFACTURER'S REPRESENTATIVE. ALL WORK SHALL BE PROTECTED AND MAINTAINED ACCORDING TO THE PROJECT DRAWINGS, SPECIFICATIONS, MANUFACTURER'S STANDARD SPECIFICATIONS AND INSTALLATION GUIDELINES AS THE WORK PROGRESSES. CLEAN, PRIME, AND PREPARE SUBSTRATES PER MANUFACTURERS RECOMMENDATIONS AND MINIMIZE SEAMS TO SHED WATER.
F.	THE MANUFACTURERS STANDARD DETAILS AND SPECIFICATIONS, WHEN APPROVED BY THE OWNER, SHALL BECOME THE BASIS FOR ACCEPTING OR REJECTING THE ACTUAL INSTALLATION OF THE ROOF SYSTEM. UPON COMPLETION OF THE WORK, THE MANUFACTURER SHALL EXAMINE THE COMPLETED INSTALLATION FOR COMPLIANCE WITH ALL WARRANTY REQUIREMENTS.
G.	THE WORK INCLUDES BUT IS NOT LIMITED TO, MEMBRANE PENETRATIONS, FLASHINGS, ROOF DRAINS, INSULATION, COPINGS, AND PITCH POCKETS. MANUFACTURER SHALL PROVIDE THEIR WRITTEN CONFIRMATION OF ACCEPTANCE OF NEW ROOFING SYSTEM.
H.	THE G.C. AND THE ROOFING SUBCONTRACTOR SHALL INSPECT THE SUBSTRATE AND REPORT ANY UNSATISFACTORY CONDITIONS IN WRITING TO THE OWNER. BEGINNING THE WORK MEANS ACCEPTANCE OF THE SUBSTRATE.
I.	INSTALL ROOF INSULATION WITH TIGHTLY BUTTED JOINTS AND NEATLY FITTED AROUND ALL PENETRATIONS.
J.	ALL WOOD BLOCKING IS TO BE PRESSURE TREATED (P.T.) AND LAGGED TO THE ROOF DECK OR FASTENDED WITH GALVANIZED NAILS. THICKNESS OF BLOCKING SHALL MATCH THAT OF INSULATION. COMPLY WITH ANY ADDITIONAL MANUFACTURER'S STANDARDS.
K.	G.C. TO COORDINATE ALL FASTENER LENGHTS TO ENSURE THAT NO FASTENERS PENETRATE THROUGH TO THE UNDERSIDE OF THE STRUCTURAL WOOD DECKING.
L.	APPROXIMATELY 1/8" DIAMETER BEAD OF SEALANT IS REQUIRED ON CUT EDGES REINFORCED TPO MEMBRANE
M.	FASTEN ALL METAL FLASHING TO WOOD NAILERS UNSING 1-1/2" MIN. RING SHANK NAILS SPACED 6" ON CENTER AND STAGGERED APPROXIMATELY 1/2"
N.	METAL FLASHING DECK FLANGE MUST BE TOTALLY COVERED BY TPO PRESSURE-SENSATIVE COVER STRIP WITH MINIMUM 2" COVERAGE PAST NAIL HEADS
0.	APPLY TPO PRIMER TO METAL FLANGE AND MEMBRANE SURFACE PRIOR TO INSTALLING TPO PRESSURE-SENSATIVE COVER STRIP
P.	PIPE FLASHING - REMOVE ALL EXISTING FLASHING MATERIAL BEFORE INSTALLING PRE-MOLDED PIPE FLASHING
Q.	PIPE FLASHING - INSTALL A MINIMUM OF 4 FASTENERS AND PLATES AROUND THE PIPE, EQUALLY SPACED. IF FASTENERS AND PLATES CANNOT BE INSTALLED, THEY MAY BE POSITIONED OUTSIDE THE PIPE MAXIMUM 12" O.C. AND FLASHED WITH THERMOPLASTIC REINFORCED MEMBRANE/ CUT-OFF SEALANT
R.	REMOVE AND REPLACE EXISTING DAMAGED WOOD FASCIAS AND SOFFITS. INSTALL 1 COAT PRIMER, 2 COATS FINISH PAINT AND BACK PRIME TO MATCH EXISTING. G.C. TO FIELD VERIFY.
S.	BEFORE REMOVING ANY ROOF PENETRATIONS AND EQUIPMENT, G.C. TO VERIFY THAT EQUIPMENT IS DISCONNECTED.
T.	G.C. TO PROTECT AND MAINTAIN WEEP HOLES IN MASONRY FAÇADE TO ENSURE ADEQUATE DRAINAGE.
U.	G.C. TO REINSTALL EXISTING EXHAUST/INTAKE HOODS. PROVIDE ELECTRICAL DISCONNECTS AS REQUIRED.

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STATION 5 ROOF REPLACEMENT

CITY OF PAWTUCKET
301 SMITHFIELD AVENUE
PAWTUCKET/ RI 02860

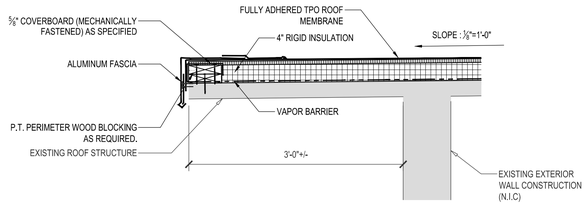
REVISIONS:

SCALE:	AS NOTED
DATE:	11.05.13
DRAWN BY:	NJV
JOB NUMBER:	130-13

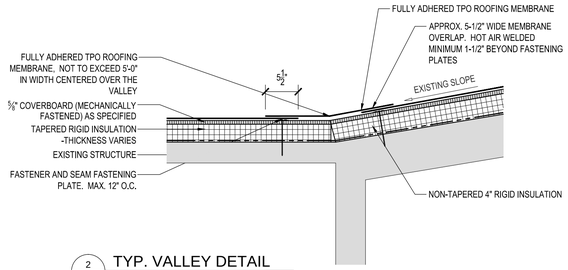
DRAWING NAME:
ROOF PLAN, DETAIL AND NOTES

DRAWING NUMBER:
A1.1

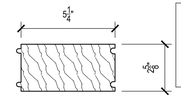
COMMENTS:
ISSUE FOR BID



1 A1.2 TYP. ROOF EDGE DETAIL (OVERHANG)
1"=1'-0"

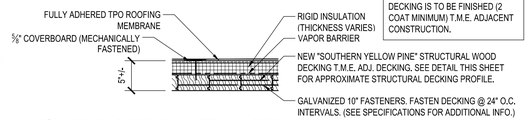


2 A1.2 TYP. VALLEY DETAIL
1"=1'-0"



NOTE: THE PROFILE SHOWN IS AN APPROXIMATION OF THE EXISTING ROOF DECK PROFILE AND IS USED FOR DIAGRAMATIC PURPOSES ONLY. THE G.C. IS TO FIELD VERIFY THE EXISTING STRUCTURAL WOOD DECK AND PROVIDE DECKING TO MATCH.

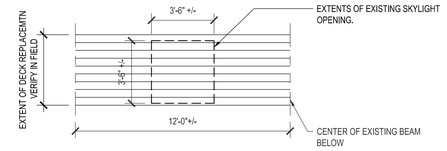
3 A1.2 STRUCTURAL DECK PROFILE
4"=1'-0"



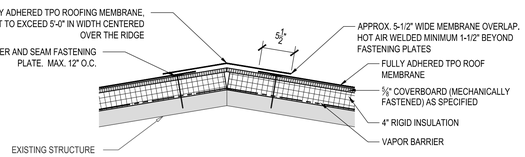
NOTE: NEW STRUCTURAL WOOD DECKING IS TO BE FINISHED (2 COAT MINIMUM) T.M.E. ADJACENT CONSTRUCTION.

4 A1.2 TYP. SECTION DETAIL: STRUCTURAL DECK REPLACEMENT
1"=1'-0"

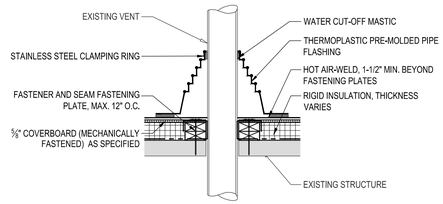
NOTE: EXISTING STRUCTURAL DECKING AT SKYLIGHT OPENINGS ARE TO BE REMOVED AND REPLACED BACK TO CENTER OF EXISTING BEAMS BELOW. EXISTING DECKING AT OPENINGS IS TO BE REMOVED AND REPLACED TO A MIN. OF (1) FULL BOARD WIDTH BEYOND EXISTING OPENING.



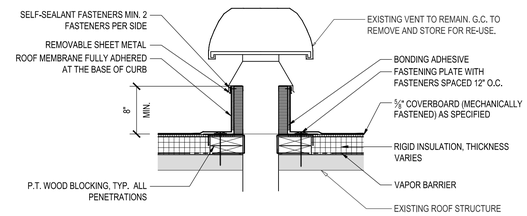
5 A1.2 TYP. PLAN DETAIL: STRUCTURAL DECK REPLACEMENT
1/4"=1'-0"



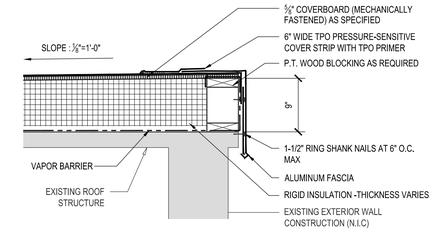
6 A1.2 TYP. RIDGE DETAIL
1"=1'-0"



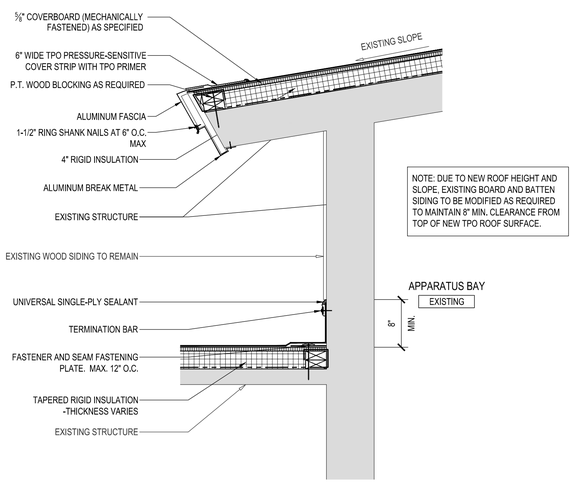
7 A1.2 TYP. VENT PIPE "BOOT" DETAIL
1"=1'-0"



8 A1.2 TYP. EXHAUST FAN CURB DETAIL
1"=1'-0"

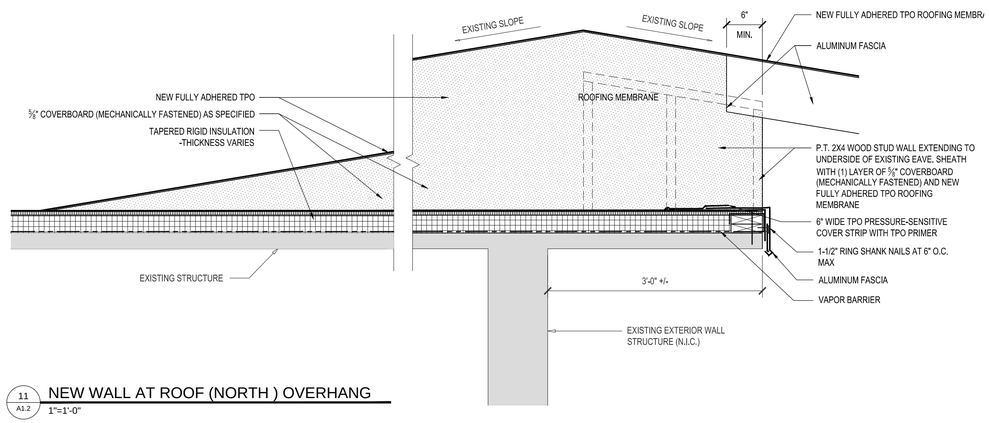


9 A1.2 TYP. ROOF EDGE DETAIL (NO OVERHANG)
1"=1'-0"

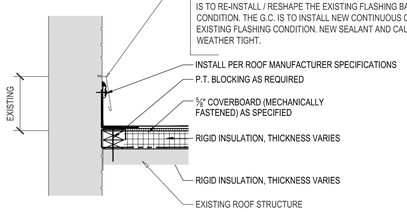


NOTE: DUE TO NEW ROOF HEIGHT AND SLOPE, EXISTING BOARD AND BATTEN SIDING TO BE MODIFIED AS REQUIRED TO MAINTAIN 8" MIN. CLEARANCE FROM TOP OF NEW TPO ROOF SURFACE.

10 A1.2 ROOF OVERHANG DETAIL AT TRUCK BAY
1"=1'-0"



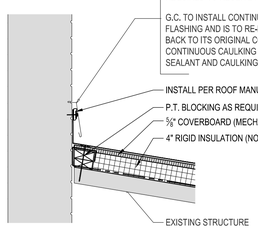
11 A1.2 NEW WALL AT ROOF (NORTH) OVERHANG
1"=1'-0"



EXISTING FLASHING TO BE RAISED AND OR MODIFIED IN THE FIELD AS REQUIRED TO ALLOW FOR REQUIRED DEMO AND NEW WORK. G.C TO REMOVE ALL CAULKING, SEALANT, ETC. ALONG THE SPECIFIED MASONRY JOINTS. THE EXPOSED JOINTS ARE TO BE CLEANED AND PREPARED AS REQUIRED TO RECEIVE NEW CAULKING AND/OR SEALANT.

G.C. TO INSTALL CONTINUOUS BED OF SEALANT BELOW THE EXISTING FLASHING AND IS TO RE-INSTALL / RESHAPE THE EXISTING FLASHING BACK TO ITS ORIGINAL CONDITION. THE G.C. IS TO INSTALL NEW CONTINUOUS CAULKING ABOVE THE EXISTING FLASHING CONDITION. NEW SEALANT AND CAULKING ARE TO BE INSTALLED WEATHER TIGHT.

12 A1.2 TYP. TERMINATION BAR DETAIL (MASONRY)
1"=1'-0"



EXISTING FLASHING TO BE RAISED AND OR MODIFIED IN THE FIELD AS REQUIRED TO ALLOW FOR REQUIRED DEMO AND NEW WORK. G.C TO REMOVE ALL CAULKING, SEALANT, ETC. ALONG THE SPECIFIED MASONRY JOINTS. THE EXPOSED JOINTS ARE TO BE CLEANED AND PREPARED AS REQUIRED TO RECEIVE NEW CAULKING AND/OR SEALANT.

G.C. TO INSTALL CONTINUOUS BED OF SEALANT BELOW THE EXISTING FLASHING AND IS TO RE-INSTALL / RESHAPE THE EXISTING FLASHING BACK TO ITS ORIGINAL CONDITION. THE G.C. IS TO INSTALL NEW CONTINUOUS CAULKING ABOVE THE EXISTING FLASHING CONDITION. NEW SEALANT AND CAULKING ARE TO BE INSTALLED WEATHER TIGHT.

13 A1.2 TYP. TERMINATION BAR DETAIL AT CHIMNEY (MASONRY)
1"=1'-0"

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STATION 5 ROOF REPLACEMENT

CITY OF PAWTUCKET
301 SMITHFIELD AVENUE
PAWTUCKET/ RI 02860

REVISIONS:

SCALE:	AS NOTED
DATE:	11.05.13
DRAWN BY:	NJV
JOB NUMBER:	130-13

DRAWING NAME: SECTIONS AND DETAILS

DRAWING NUMBER: **A1.2**

COMMENTS:

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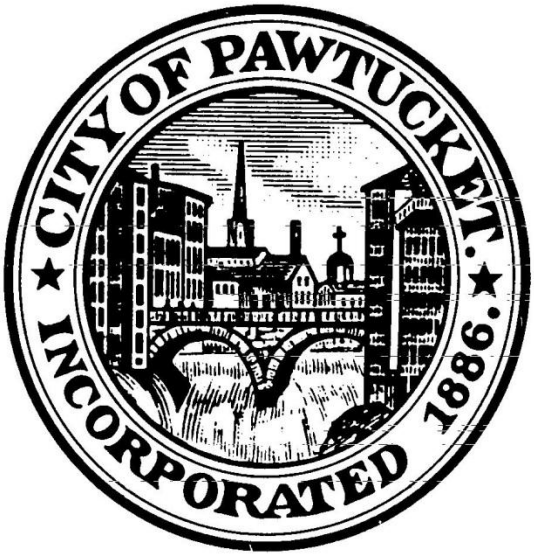
Appendix D

CONSTRUCTION SPECIFICATIONS

Fire Station #5 Roof Replacement
301 Smithfield Avenue
Pawtucket, Rhode Island



Contact: David Andrade
Phone: 508-679-5733
Date: November 5, 2013

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

1.1 Each General Bidder (hereinafter called the **"Bidder"**) by making a bid (hereinafter called **"bid"**) represents that:

A. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.

B. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.

1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUESTS FOR INTERPRETATION

2.1 Requests for information or clarification must be made electronically to the attention of:
Lance Hill – Director of Public Works
E-mail: lhill@pawtucketri.com

Please reference the RFP / LOI number on all correspondence. Answers to questions received, if any, will be posted on the internet as an addendum to this bid solicitation.

2.2 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. Neither the Awarding Authority nor the Architect will be held accountable for any oral instructions.

2.3 Addenda will be posted on the city website to the qualified bidders

ARTICLE 3 - PREPARATION AND SUBMISSION OF BIDS

3.1 Bids shall be submitted on the **"Bid Form"** included in these documents.

3.2 All entries on the bid form shall be made by typewriter or in ink.

3.3 Where so indicated on the bid form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.

3.4 The General Bid shall be enclosed in a sealed envelope with the following plainly marked on the outside:

- GENERAL BID FOR: Pawtucket Fire Station #5 Roof Replacement
  301 Smithfield Avenue
  Pawtucket, Rhode Island
- BIDDER'S NAME AND BUSINESS ADDRESS

Bids must be mailed or hand delivered in a sealed envelope marked with the RFP/Bid # and project name to:

Pawtucket City Hall – Purchasing Office
137 Roosevelt Avenue
Pawtucket, RI 02860

3.5 Date and time for receipt of bids is set forth in the Invitation.

3.6 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidders.

ARTICLE 4 - WITHDRAWAL OF BIDS

4.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice post-marked on or before the date and time set for receipt of bids.

4.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

ARTICLE 5 - CONTRACT AWARD

5.1 The Awarding Authority reserves the right to waive any informalities in or to reject any or all General Bids if it be in the public interest to do so.

ARTICLE 6 - FORMS REQUIRED AT CONTRACT APPROVAL

6.1 Upon award, the General Bidder shall complete the following forms to ensure prompt contract validation. These forms will be provided to the General Contractor and three (3) originals must be submitted.

6.2 **Owner/Contractor Agreement.**

6.3 **Form of Corporate Vote.**
Labor and materials payment bond and a performance bond for 100% of the contract value.

6.4 **Insurance Certificates** for the General Contractor are required and must be submitted in accordance with Article 16 of the General Conditions. General Contractors must indicate on Builders' Risk Insurance if Stored Materials is covered.

6.5 **Form of Estimated Progress Payment Schedule** is to be submitted at the time the Contractor submits its contract documents. This information is necessary to provide for prompt processing of payments.

6.6 **Schedule of Values** is to be submitted at the time the Contractor submits its contract documents.

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
(In words, indicate day, month and year.)

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

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

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

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

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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.

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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.)

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:

§ 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 ( ) days from the date of commencement, 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	Substantial Completion Date

, 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.)

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 day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. 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 ( ) days after the Architect receives the 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.

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§ 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 percent (%). 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;

.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 percent (%);

.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 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.

§ 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.)

§ 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:

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, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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

§ 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, 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.

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 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.)

%

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

§ 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:

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

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

Section	Title	Date	Pages

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

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

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:

.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

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unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

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)

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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DRAFT

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
« .»
« »

THE OWNER:
(Name, legal status and address)
« »« »
« »

THE ARCHITECT:
(Name, legal status and address)
« »« »
« »

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. ~~The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.~~

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

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the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish ~~surveys~~ the best available information it has on file, describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

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

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§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

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facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

Unless otherwise stated in the contract documents, t~~T~~he Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

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the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

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§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be

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required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

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§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION
Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4, subject to approval by the Owner. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

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§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the

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Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

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the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

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.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

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ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the 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.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

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§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

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.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect,

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stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the

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Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents; or
- **.3** terms of special warranties required by the Contract Documents.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- **.7** Claims for bodily injury or property damage arising out of completed operations; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction

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of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

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otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE
The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION
The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

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Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

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§ 13.5 TESTS AND INSPECTIONS

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

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped;

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.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

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§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

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

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

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§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES
The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION
§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

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additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

DRAFT

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SUPPLEMENTAL GENERAL CONDITIONS

The AIA Document A201 (2007 ed.), together with these Supplemental General Conditions, shall be a part of the Contract for the work, and shall apply to all the work in each Division of these Specifications.

Where the Supplemental General Conditions are in conflict with the General Conditions, the Supplemental General Conditions shall take precedence and shall govern.

The Supplemental General Conditions follow the sequence of the preceding AIA Document A201:

ARTICLE 2 - OWNER

Sub-Paragraph 2.1.2 – Delete in its entirety.

ARTICLE 3 - CONTRACTOR

Add a new Paragraph 3.19 - Site and Weather Protection.

3.19.1 The Contractor shall take precaution during the execution of work not to disturb or damage any existing structures, landscaping, walks, roads, or other items scheduled to remain. The Contractor shall restore any damaged items to original condition and as directed by the Architect. The Contractor shall not leave the facility exposed at the end of a day's work. The Contractor shall remove only the amount of the existing roof as can be re-constructed within the same day. The Contractor shall provide and erect acceptable barricades, fences, signs, and other traffic devices to protect the work from traffic and the public as reasonably necessary and as required by the International Building Code.

ARTICLE 4 – ARCHITECT

Sub-Paragraph 4.2.7 – Modify the first line of the first sentence by deleting the words "and approve".

ARTICLE 8 - TIME

Add a new Paragraph 8.4 - Time for Completion.

8.4.1 The Work shall be commenced at the time stipulated in the Notice to Proceed to the Contractor and shall be substantially completed within **90** calendar days thereafter.

8.4.2 This time period was established using normal material ordering and delivery conditions and holidays for the time of the year that the work is expected to be undertaken. A Notice to Proceed is expected to be issued on or about December 13, 2013.

8.4.3 In case the work in the Contract shall not be physically completed by the time stipulated in Article 8.4.1, the Contractor shall pay to the owner and amount of **ONE HUNDRED TWENTY FIVE DOLLARS ($125.00)** per day.

ARTICLE 11 - INSURANCE AND BONDS

Add a new Sub-Paragraph 11.1.5 - Minimum Limits of Liability Insurance:

(A) Workmen's Compensation Insurance: As required by law.

(B) Comprehensive General Liability Insurance:

Personal Injury:
Each Person .....$ 500,000.
Each Occurrence .....$1,000,000.

Property Damage:
Each Accident .....$ 500,000.
Aggregate .....$1,000,000.

(C) Comprehensive Automobile Liability Insurance:

Bodily Injury:
Each Person .....$ 500,000.
Each Occurrence .....$1,000,000.

Property Damage:
Each Occurrence .....$ 500,000.

(D) The Contractor is responsible for any and all property, materials, equipment and furniture under his care, custody and control, stored off site for refinishing, or other reasons, as may be required for the Work. Submit a Certificate of Insurance to the Architect, naming the Owner as an additional insured for the full replacement cost of such property, materials, equipment and furniture stored off site.

Add a new Paragraph 11.5 - Indemnification

11.5.1 The Contractor shall take all responsibility for the Work and take all precautions for preventing injuries to persons and property in or about the Work; shall bear all losses resulting to or on account of the amount or character of the Work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out this Contract. The Contractor shall assume the defense of, and indemnify and save harmless, the Architect, the Owner, and their officers and agents from all claims relating to labor performed or furnished and materials used or employed for the Work; to inventions, patents and patent rights used in and in doing the Work; unless such patent infringement is due to a product or process specified by the Owner; to injuries to any person or corporation received or sustained by or from the Contractor and any employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and any employees therein.

END OF SECTION

LIST OF DRAWINGS

All Drawings Are Dated
November 5, 2013

ARCHITECTURAL

G1.1……Cover Sheet
AD-1.1……...Roof Demolition Plan and Notes
A1.1……Roof Plan, Details and Notes
A1.2……...Sections and Details

SECTION - 01015

EXISTING CONDITIONS

PART 1- GENERAL

1.01 SUMMARY

A. EXISTING CONDITIONS SURVEY

A. Before submitting a bid, the Contractor shall make a thorough examination of the conditions of the site, checking the requirements of the Plans and Specifications with the existing conditions.

B. No claim for extra compensation or extension of time will be allowed on account of the Contractors failure to estimate properly the quantities, locations and measurements of all items required to complete the work.

C. The Contractor shall report any discrepancies to the Architect and request and interpretation before submitting a bid.

1.02 WORK BY OTHERS

A. LIMITED REMOVAL OF EXISTING EQUIPMENT

END OF SECTION

SECTION 01100

SUMMARY

PART 1 - GENERAL

1.01 SUMMARY

A. Project Identification: Roof Replacement for:

Fire Station #5
301 Smithfield Avenue
Pawtucket, Rhode Island

B. Project Summary:

Removal and disposal of asbestos containing material, the removal of the existing roofing system exposing the existing structural roof deck and install a new thermoplastic polyolefin (TPO) roofing system over the existing structural roof deck. Replace existing structural deck as required and patch and repair existing soffits as required.

C. Permits and Fees:

1. Apply for and obtain all permits, utility back charges and inspections as required. Fees are to be paid by the owner.
2. The General Building permit will be issued by the City of Pawtucket.
3. If required, Mechanical, Plumbing, Fire Protection and Electrical permits will be issued by the City of Pawtucket.
4. Submit copies of all permits to Architect.

D. Codes: Comply with applicable codes and regulations of authorities having jurisdiction. Submit copies of inspection reports, notices and similar communications to Architect.

E. Dimensions: Verify dimensions indicated on drawings with field dimensions at the start of work. Do not scale drawings.

F. Existing Conditions: Notify Architect of existing conditions differing from those indicated on the drawings.

G. Coordination:

1. Coordinate the work of all trades.

2. Prepare coordination drawings for areas above ceilings where close tolerances are required between building elements and mechanical and electrical work.

3. Verify location of utilities and existing conditions.

H. Installation Requirements, General:

1. Inspect substrates and report unsatisfactory conditions in writing.

2. Do not proceed until satisfactory conditions have been corrected.

3. Take field measurements prior to fabrication where practical. Form to required shapes and sizes with true edges, lines and angles. Provide inserts and templates as needed for work of other trades.

4. Install materials in exact accordance with manufacturer's instructions and approved submittals.
5. Install materials in proper relation with adjacent construction and with proper appearance.

6. Restore units damaged during installation. Replace units which cannot be restored at no additional expense to the Owner.

7. Refer to additional installation requirements and tolerances specified under individual specification sections.

I. Definitions:

1. Provide: Furnish and install, complete with all necessary accessories, ready for intended use. Pay for all related costs.

2. Approved: Acceptance of item submitted for approval. Not a limitation or release from for compliance with the Contract Documents or regulatory requirements. Refer to limitations of "Approved" in General Supplementary Conditions.

3. Match Existing: Match existing as acceptable to Owner.

J. Intent: Drawings and specifications are intended to provide the basis for proper completion of the work suitable for the intended use of the Owner. Anything not expressly set forth but which is reasonable implied or necessary for proper performance of the project shall be included.

K. Writing Style: Specifications are written in the imperative mode. Except where specifically intended otherwise, the subject of all imperative statements is the Contractor. For example, "Provide tile" means "Contractor shall provide tile."

END OF SECTION

SECTION 01300
SUBMITTALS - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 - GENERAL

1.01 SUMMARY

A. This article supplements Subparagraph 3.12 of the General Conditions.

B. Consult the individual sections of the specifications for the specific submittals required under those sections and for further details and descriptions of the requirements.

1.02. GENERAL PROCEDURES FOR SUBMITTALS

A. Timeliness - The Contractor shall transmit each submittal to the Architect sufficiently in advance of performing related Work or other applicable activities, so that the installation not be delayed by processing times, including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery, and similar sequenced activities. No extension of time will be authorized because of the Contractor's failure to transmit submittals to the Architect in advance of the Work.

B. Contractor's Review and Approval - Only submittals received from and bearing the stamp of approval of the Contractor will be considered for review by the Architect. Submittals shall be accompanied by a transmittal notice stating name of Project, date of submittal, "To", "From", (Contractor, Subcontractor, Installer, Manufacturer, Supplier), Specification Section, or Drawing No. to which the submittal refers, purpose(first submittal, resubmittal), description, remarks, distribution record, and signature of transmitter.

C. Or-Equals - On the transmittal or on a separate sheet attached to the transmittal, the Contractor shall direct attention to any deviations including minor limitations and variations, from the Contract Documents.

1. The Contractor shall submit to the Architect for consideration of any Or-Equal substitution, a written point by point comparison containing the name and full particulars of the proposed product to the product named or described in the Contract Documents.

2. Upon receipt of a written request for approval of an Or-Equal substitution, the Architect shall investigate whether the proposed item shall be considered equal to the item named or described in the Contract Documents. Upon conclusion of the investigation, the Architect shall promptly advise that the item is, or is not, considered acceptable as on Or-Equal substitution. Such written notice must have the concurrence of the Administrator.

4. In no case may an item be furnished on the Work other than the item named or described, unless the Architect, with the shall consider the item equal to the item so named or described, as provided by M.G.L. c.30 ' 39M.

5. The equality of items offered as "equal" to items named or described shall be proved to the satisfaction of the Architect at the expense of the Contractor or Subcontractor submitting the substitution.

6. The Architect may require that full size samples of both the specified and proposed products be submitted for review and evaluation. The Contractor or Subcontractor, as the case may be, shall bear full cost for providing, delivering, and disposal of all such samples.

7. The Contractor shall assume full responsibility for the performance of any item submitted as an "Or-Equal" and assume the costs of any changes in any Work which may be due to such substitution.

D. Processing - All costs for printing, preparing, packaging, submitting, resubmitting, and mailing, or delivering submittals required by this contract shall be included in the Contract Sum.

1.03 ARCHITECT'S ACTION

A. The Architect will review the Contractor's submittals and return them with one of the following actions recorded thereon by appropriate markings:

1. **Reviewed**: the Work covered by the submittal may proceed provided it complies with the requirements of the Contract Documents.

2. **Make Correction Noted**: the Work may proceed provided it complies with the Architect's notations or corrections on the submittal and complies with the requirements of the Contract Documents. Acceptance of the Work will depend upon these compliances.

3. **Revise and Resubmit or Rejected**: the Work covered by the submittal (purchasing, fabrication, delivery, or other activity) should not proceed. The submittal should be revised or a new submittal resubmitted without delay, in accordance with the Architect's notations stating the reasons for returning the submittal.

4. **Rejected** - the work covered by the submittal is not in accordance with the Contract Documents and shall not proceed. The contractor shall resubmit without delay.

1.04 SUBMISSION OF SHOP DRAWINGS

A. Shop Drawings shall be complete, give all information necessary or requested in the individual section of the specifications. They shall also show adjoining Work and details of connection thereto.

B. Shop Drawings shall be for whole systems. Partial submissions will not be accepted.

C. The Architect reserves the right to review and approve shop drawings only after approval of related product data and samples.

D. Shop drawings shall be properly identified and contain the name of the project, name of the firm submitting the shop drawings, shop drawing number, date of shop drawings and revisions, Contractor's stamp of approval, and sufficient spaces near the title block for the Architect's stamp.

E. The Contractor shall submit to the Architect one legible, reproducible transparency and two black line prints of each shop drawing. Transparency and prints shall be mailed or delivered in roll form. Each submittal shall be accompanied by a transmittal notice.

F. When the transparency is returned by the Architect with the stamp "Revise and Resubmit" or "Disapproved", the Contractor shall correct the original drawing or prepare a new drawing and resubmit a transparency and two prints thereof to the Architect for approval. This procedure shall be repeated until the Architect's approval is obtained.

G. When the transparency is returned by the Architect with the stamp "Reviewed" or "Make Corrections Noted", the Contractor shall provide and distribute the prints for all Contractor and Subcontractors use, and in addition submit, within 10 calendar days after approval, 4 prints to the Architect.

H. The Contractor shall maintain one full set of approved shop drawings at the site.

1.05 SUBMISSION OF PRODUCT DATA

A. The Contractor shall submit 7 copies of Product Data to the Architect. All such data shall be specific and identification of material or equipment submitted shall be clearly marked in ink. Data of general nature will not be accepted.

B. Product Data shall be accompanied by a transmittal notice. The Contractor's stamp of approval shall appear on the printed information itself, in a location which will not mar legibility.

C. Product Data returned by the Architect as "Disapproved" shall be resubmitted in 7 copies until the Architects approval is obtained.

D. When the Product Data are acceptable, the Architect will stamp them "Reviewed" or "Make Corrections Noted ", retain 3 copies and return 4 copies to the Contractor. The Contractor shall provide and distribute additional copies as may be required to complete the Work.

E. The Contractor shall maintain one full set of approved, original, Product Data at the site.

1.06 SUBMISSION OF SAMPLES

A. Unless otherwise specified in the individual section, the Contractor shall submit two specimens of each sample.

B. Samples shall be of adequate size to permit proper evaluation of materials. Where variations in color or in other characteristics are to be expected, samples shall show the maximum range of variation. Materials exceeding the variation of approved samples will not be approved on the Work.

C. Samples of items of interior finishes shall be submitted all at once to permit a coordinated selection of colors and finishes.

D. Samples which can be conveniently mailed shall be sent directly to the Architect, accompanied by a transmittal notice. All transmittals shall be stamped with the Contractor's approval stamp of the material submitted.

E. All other samples shall be delivered at the field office of the Project Representative with sample identification tag attached and properly filled in. Transmittal notice of samples so delivered with the Contractor's stamp of approval shall be mailed to the Architect.

F. If a sample is rejected by the Architect, a new sample shall be resubmitted in a manner specified herein above. This procedure shall be repeated until the sample is approved by the Architect.

G. Samples will not be returned unless return is requested at the time of submission. The right is reserved to require submission of samples whether or not particular mention is made in the specifications.

END OF SECTION

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. Provide types of submittals listed in individual sections and number of copies required below.

1. Shop drawings, reviewed and annotated by the Contractor - transparency and two blackline prints.
2. Product data - 4 copies.
3. Samples - 2, plus extra samples as required to indicate range of color, finish, and texture to be expected.
4. Inspection and test reports - 4 copies.
5. Warranties - 4 copies.
6. Survey data - 4 copies.
7. Closeout submittals - 4 copies.
8. Project photographs - 8 8x10 color prints each month and at beginning and end of construction.

B. Comply with project format for submittals.

C. Comply with submittal procedures established by Architect including Architect's submittal and shop drawing stamp. Provide required resubmittals if original submittals are not approved. Provide distribution of approved copies including modifications after submittals have been approved.

D. Samples and shop drawings shall be prepared specifically for this project. Shop drawings shall include dimensions and details, including adjacent construction and related work. Note special coordination required. Note any deviations from requirements of the Contract Documents.

E. Provide warranties as specified; warranties shall not limit length of time for remedy of damages Owner may have by legal statute. Warranties shall be signed by contractor, supplier or installer responsible for performance of warranty.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION

SECTION 01400

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 QUALITY CONTROL

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship, to produce Work of specified quality.

B. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

1.02 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate. Comply with manufacturers' tolerances.

1.03 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, complies with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

1.04 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to perform the following as applicable and to initiate instructions when necessary.

1. Observe site conditions.
2. Conditions of surfaces and installation.
3. Quality of workmanship.

1.05 CONTRACTOR'S QUALITY CONTROL

A. Perform quality control during installation.

1.06 MOCK-UP REQUIREMENTS

A. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals and finishes. Accepted mock-ups shall be a comparison standard for the remaining Work.

B. Where mock-up has been accepted by Architect and no longer needed, remove mock-up and clear area when directed to do so.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES

PART 1 - GENERAL

1.01 SUMMARY

A. The Contractor shall be responsible for providing and maintaining all temporary facilities until Substantial Completion. Removal of such prior to Substantial Completion must be with the concurrence of the Architect. The Contractor bears full responsibility for providing any facility removed prior to Substantial Completion if required for the Work.

B. Removal of all temporary facilities shall be a condition precedent to Substantial Completion unless directed otherwise by the Architect or specifically noted in the specifications.

C. The Contractor must comply with all safety laws and regulations of the State of Rhode Island, the United States Government, and local government agencies applicable to work under this contract.

D. Provide construction facilities, including utility costs:

1. Construction equipment.
2. Heating.
3. Materials storage.
4. Water.
5. Toilet Facilities.
6. Lighting and power

E. Provide security and protection requirements:

1. Fire extinguishers.
2. Site enclosure fence, barricades, warning signs, and lights.
3. Building enclosure and lock-up.
4. Environmental protection.

F. Provide personnel support facilities:

1. Contractor's field office with telephone, fax and data connection.
2. Drinking water.
3. Cleaning, trash removal and legal disposal of materials.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION

SECTION 01600

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

A. Provide products from one manufacturer for each type or kind as applicable. Provide secondary materials as acceptable to manufacturers of primary materials.

B. Provide products selected or equal approved by Architect. Products submitted for substitution shall be submitted with complete documentation and include construction costs of substitution including related work.

C. Request for substitution must be in writing. Conditions for substitution include:

1. An 'or equal' phrase in the specifications.
2. Specified material cannot be coordinated with other work.
3. Specified material is not acceptable to authorities having jurisdiction.
4. Substantial advantage is offered to the Owner in terms of cost, time, or other valuable consideration.

D. Substitutions shall be submitted prior to award of contract, unless otherwise acceptable. Approval of shop drawings, product data, or samples containing substitutions is not an approval of a substitution unless items are clearly presented as a substitution at the time of submittal.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION

The following 13 pages constitute the
Wage Determination of the Secretary of Labor

SECTION 01650

LABOR REGULATIONS

PART 1 - GENERAL

1.01 WAGE RATES

A. The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Deputy Director of the Department of Labor and Workforce Development. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract.

B. Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.

C. Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.

Following are the thirteen (13) pages concerning Minimum Wage Rates obtained from the Department of Labor Division of Occupational Safety.

END OF SECTION

>

General Decision Number: RI130001 09/20/2013 RI1

Superseded General Decision Number: RI20120001

State: Rhode Island

Construction Types: Building, Heavy (Heavy and Marine) and Highway

Counties: Rhode Island Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) HEAVY, HIGHWAY AND MARINE CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013
1	01/18/2013
2	02/01/2013
3	02/08/2013
4	02/22/2013
5	03/08/2013
6	03/15/2013
7	04/05/2013
8	05/03/2013
9	05/10/2013
10	06/14/2013
11	06/21/2013
12	07/12/2013
13	07/19/2013
14	08/09/2013
15	08/30/2013
16	09/13/2013
17	09/20/2013

ASBE0006-008 09/01/2012

	Rates	Fringes
Asbestos Worker/Insulator Includes application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems.	$ 37.31	22.43

ASBE0201-004 06/01/2005

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER Includes preparation, wetting, stripping, removal scrapping,		

vacuuming, bagging &
disposing of all
insulation materials,
whether they contain
asbestos or not, from
mechanical systems.....$ 17.65 9.95

BOIL0029-001 10/01/2009

	Rates	Fringes
BOILERMAKER.....	$ 38.25	17.04

BRRI0003-001 12/01/2012

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....	$ 34.70	22.25

BRRI0003-002 09/01/2013

	Rates	Fringes
Marble Setter, Terrazzo Worker & Tile Setter.....	$ 35.14	23.41

BRRI0003-003 09/01/2013

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	$ 29.78	22.15

CARP0094-001 06/03/2013

	Rates	Fringes
CARPENTER (Includes Soft Floor Layer).....	$ 32.11	24.65
Diver Tender.....	$ 33.11	24.65
Diver.....	$ 43.91	24.65
MILLWRIGHT.....	$ 32.19	24.49
Piledriver.....	$ 32.11	24.65
WELDER.....	$ 33.11	24.65

FOOTNOTES:

When not diving or tending the diver, the diver and diver tender shall receive the piledriver rate. Diver tenders shall receive $1.00 per hour above the pile driver rate when tending the diver.

Work on free-standing stacks, concrete silos & public utility electrical power houses, which are over 35 ft. in height when constructed: $.50 per hour additional.

Work on exterior concrete shear wall gang forms, 45 ft. or more above ground elevation or on setback: $.50 per hour additional.

The designated piledriver, known as the "monkey": $1.00 per hour additional.

ELEC0099-002 06/01/2013

	Rates	Fringes
ELECTRICIAN	$ 34.08	62.86%
Teledata System Installer	$ 25.56	14.26%+13.57

FOOTNOTES:

Work of a hazardous nature, or where the work height is 30 ft. or more from the floor, except when working OSHA-approved lifts: 20% per hour additional.

Work in tunnels below ground level in combined sewer outfall: 20% per hour additional.

ELEV0039-001 01/01/2013

	Rates	Fringes
ELEVATOR MECHANIC	$ 44.93	25.185+A+B

FOOTNOTES:

A. PAID HOLIDAYS: New Years Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

B. Employer contributes 8% basic hourly rate for 5 years or more of service of 6% basic hourly rate for 6 months to 5 years of service as vacation pay credit.

ENGI0057-001 06/01/2013

	Rates	Fringes
Operating Engineer: (power plants, sewer treatment plants, pumping stations, tunnels, caissons, piers, docks, bridges, wind turbines, subterranean & other marine and heavy construction work)		
GROUP 1	$ 36.15	21.10+a
GROUP 2	$ 31.77	21.10+a
GROUP 3	$ 28.92	21.10+a
GROUP 4	$ 35.20	21.10+a
GROUP 5	$ 26.00	21.10+a
GROUP 6	$ 20.00	21.10+a
GROUP 7	$ 26.00	21.10+a
GROUP 8	$ 35.77	21.10+a

BOOM LENGTHS, INCLUDING JIBS:

150 feet and over + $1.75
180 feet and over + $2.75
210 feet and over + $3.75
240 feet and over + $4.75
270 feet and over + $6.75
300 feet and over + $7.75
350 feet and over + $8.75
400 feet and over + $9.75

PAID HOLIDAYS:
New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day. a: Any employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.

FOOTNOTES:
Hazmat work: $2.00 per hour additional.
Tunnel/Shaft work: $5.00 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Digging machine, Ross Carrier, crane, lighter, locomotive, derrick, hoist, elevator, bidwell-type machine, shot & water blasting machine, paver, spreader, graders, front end loader (3 yds. and over), vibratory hammer & vacuum truck, roadheaders, forklifts, economobile type equipment, tunnel boring machines, concrete pump and on site concrete plants.

GROUP 2: Fireman & oiler.

GROUP 3: Oiler on crawler backhoe.

GROUP 4: Bulldozer, bobcats, skid steer loader, tractor, scraper, combination loader backhoe, roller, front end loader (less than 3 yds.), street and mobile-powered sweeper (3-yd. capacity), 8-ft. sweeper minimum 65 HP).

GROUP 5: Well-point installation crew.

GROUP 6: Utility Engineers and Signal Persons

GROUP 7: Heater, concrete mixer, stone crusher, welding machine, generator and light plant, gas and electric driven pump and air compressor.

GROUP 8: Boat & tug operator.

ENGI0057-002 05/01/2013

	Rates	Fringes
Power Equipment Operator (highway construction projects; water and sewerline		

projects which are incidental
to highway construction
projects; and bridge projects
that do not span water)

GROUP 1	$ 31.30	21.10+a
GROUP 2	$ 26.00	21.10+a
GROUP 3	$ 20.00	21.10+a
GROUP 4	$ 26.58	21.10+a
GROUP 5	$ 30.28	21.10+a
GROUP 6	$ 29.90	21.10+a
GROUP 7	$ 25.55	21.10+a
GROUP 8	$ 26.93	21.10+a
GROUP 9	$ 28.88	21.10+a

FOOTNOTE: a. Any employee who works three days in the week in which a holiday falls shall be paid for the holiday.

PAID HOLIDAYS: New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day & Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Digging machine, crane, piledriver, lighter, locomotive, derrick, hoist, boom truck, John Henry's, directional drilling machine, cold planer, reclaimer, paver, spreader, grader, front end loader (3 yds. and over), vacuum truck, test boring machine operator, veemere saw, water blaster, hydro-demolition robot, forklift, economobile, Ross Carrier, concrete pump operator and boats

GROUP 2: Well point installation crew

GROUP 3: Utlity engineers and signal persons

GROUP 4: Oiler on cranes

GROUP 5: Combination loader backhoe, front end loader (less than 3 yds.), forklift, bulldozers & scrapers and boats

GROUP 6: Roller,skid steer loaders, street sweeper

GROUP 7: Gas and electric drive heater, concrete mixer, light plant, welding machine, pump & compressor

GROUP 8: Stone crusher

GROUP 9: Mechanic & welder

ENGI0057-003 06/01/2013

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1	$ 35.42	21.10+a
GROUP 2	$ 35.20	21.10+a
GROUP 3	$ 31.20	21.10+a

GROUP 4	$ 28.35	21.10+a
GROUP 5	$ 34.50	21.10+a
GROUP 6	$ 34.07	21.10+a
GROUP 7	$ 31.39	21.10+a

BOOM LENTHS, INCLUDING JIBS:

150 ft. and over: + $1.75
180 ft. and over: + $2.75
210 ft. and over: + $3.75
240 ft. and over: + $4.75
270 ft. and over: + $6.75
300 ft. and over: + $7.75
350 ft. and over: + $8.75
400 ft. and over: + $9.75

PAID HOLIDAYS: New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day & Christmas Day. a: Any employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.

FOOTNOTE: Hazmat work: $2.00 per hour additional.
Tunnel/Shaft work: $5.00 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Digging machine, Ross carrier, crane, boomtrucks, lighter, locomotive, derrick, hoist, elevator, bidwell-type machine, shot & water blasting machine, paver, spreader, front end loader (3 yds. and over), vibratory hammer and vacuum truck

GROUP 2: Telehandler equipment, forklift, concrete pump & on-site concrete plant

GROUP 3: Fireman & oiler

GROUP 4: Oiler on crawler backhoe

GROUP 5: Bulldozer,skid steer loaders,bobcats, tractor, grader, scraper,combination loader backhoe, roller, front end loader (less than 3 yds.), street and mobile powered sweeper (3 yds. capacity), 8-ft. sweeper (minimum 65 hp)

GROUP 6: Well point installation crew

GROUP 7: Heater, concrete mixer, stone crusher, welding machine, generator for light plant, gas and electric driven pump & air compressor

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IRON0037-001 03/16/2013

	Rates	Fringes
IRONWORKER	$ 32.81	22.22

LABO0271-001 06/02/2013

BUILDING CONSTRUCTION

	Rates	Fringes
LABORER		
GROUP 1	$ 27.30	21.95
GROUP 2	$ 27.55	21.95
GROUP 3	$ 28.05	21.95
GROUP 4	$ 28.30	21.95
GROUP 5	$ 29.30	21.95

LABORERS CLASSIFICATIONS

GROUP 1: Laborer, Carpenter Tender, Mason Tender, Cement Finisher Tender, Scaffold Erector, Wrecking Laborer, Asbestos Removal [Non-Mechanical Systems]

GROUP 2: Asphalt Raker, Adzemen, Pipe Trench Bracer, Demolition Burner, Chain Saw Operator, Fence & Guard Rail Erector, Setter of Metal Forms for Roadways, Mortar Mixer, Pipelayer, Riprap & Dry Stonewall Builder, Highway Stone Spreader, Pneumatic Tool Operator, Wagon Drill Operator, Tree Trimmer, Barco-Type Jumping Tamper, Mechanical Grinder Operator

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

GROUP 4: Air Track Operator, Hydraulic & Similar Self-Powered Drill, Block Paver, Rammer, Curb Setter, Powderman & Blaster

GROUP 5: Toxic Waste Remover

LABO0271-002 06/02/2013

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
LABORER		
COMPRESSED AIR		
Group 1	$ 44.73	20.20
Group 2	$ 34.25	20.20
Group 3	$ 46.73	20.20
FREE AIR		
Group 1	$ 36.80	20.20
Group 2	$ 34.25	20.20
Group 3	$ 38.80	20.20
LABORER		
Group 1	$ 27.30	20.20
Group 2	$ 27.55	20.20
Group 3	$ 28.30	20.20
Group 4	$ 20.80	20.20
Group 5	$ 29.30	20.20
OPEN AIR CAISSON, UNDERPINNING WORK AND BORING CREW		
Bottom Man	$ 33.30	20.20
Top Man & Laborer	$ 32.35	20.20
TEST BORING		

Driller.....$ 33.75 20.20
Laborer.....$ 32.25 20.20

LABORER CLASSIFICATIONS

GROUP 1: Laborer; Carpenter tender; Cement finisher tender; Wrecking laborer; Asbestos removers [non-mechanical systems]; Plant laborer; Driller in quarries

GROUP 2: Adzeperson; Asphalt raker; Barcotype jumping tamper; Chain saw operators; Concrete and power buggy operator; Concrete saw operator; Demolition burner; Fence and guard rail erector; Highway stone spreader; Laser beam operator; Mechanical grinder operator; Mason tender; Mortar mixer; Pneumatic tool operator; Riprap and dry stonewall builder; Scaffold erector; Setter of metal forms for roadways; Wagon drill operator; Wood chipper operator; Pipelayer; Pipe trench bracer

GROUP 3: Air track drill operator; Hydraulic and similar powered drills; Brick paver; Block paver; Rammer and curb setter; Powderperson and blaster

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

LABORER - COMPRESSED AIR CLASSIFICATIONS

GROUP 1: Mucking machine operator, tunnel laborer, brake person, track person, miner, grout person, lock tender, gauge tender, miner: motor person & all others in compressed air

GROUP 2: Change house attendant, powder watchperson, top person on iron

GROUP 3: Hazardous waste work within the "HOT" zone

LABORER - FREE AIR CLASSIFICATIONS

GROUP 1: Grout person - pumps, brake person, track person, form mover & stripper (wood & steel), shaft laborer, laborer topside, outside motorperson, miner, conveyor operator, miner welder, heading motorperson, erecting operator, mucking machine operator, nozzle person, rodperson, safety miner, shaft & tunnel, steel & rodperson, mole nipper, concrete worker, form erector (wood, steel and all accessories), cement finisher (this type of work only), top signal person, bottom person (when heading is 50' from shaft), burner, shield operator and TBM operator

GROUP 2: Change house attendant, powder watchperson

GROUP 3: Hazardous waste work within the "HOT" zone

PAIN0011-005 06/01/2013

	Rates	Fringes
PAINTER		
Brush, Roller, Taper, Wall Coverer	$ 30.00	18.37
Epoxy, Tanks, Towers, Swing Stage & Structural Steel	$ 32.00	18.37
Spray, Sand & Water Blasting	$ 31.00	18.37

PAIN0011-006 06/01/2013

	Rates	Fringes
GLAZIER	$ 34.18	17.75

FOOTNOTES:

SWING STAGE: $1.00 per hour additional.

PAID HOLIDAYS: Labor Day & Christmas Day.

PAIN0011-011 06/01/2013

	Rates	Fringes
Painter (Bridge Work)	$ 43.15	17.75

PAIN0035-008 06/01/2011

	Rates	Fringes
Sign Painter	$ 24.79	13.72

PLAS0040-001 06/11/2012

BUILDING CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 30.50	23.35
PLASTERER	$ 32.00	22.60

FOOTNOTE: Cement Mason: Work on free swinging scaffolds under 3 planks width and which is 20 or more feet above ground and any offset structure: $.30 per hour additional.

PLAS0040-002 06/11/2012

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 30.50	23.35

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* PLUM0051-002 09/01/2013

	Rates	Fringes
Plumbers and Pipefitters	$ 35.21	27.12

ROOF0033-004 06/01/2013

	Rates	Fringes
ROOFER	$ 32.48	19.27

SFRI0669-001 07/01/2013

	Rates	Fringes
SPRINKLER FITTER	$ 39.76	19.87

SHEE0017-002 12/01/2012

	Rates	Fringes
Sheet Metal Worker	$ 35.32	28.05

TEAM0251-001 05/01/2013

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 27.21	18.2625+A+B
GROUP 2	$ 27.36	18.2625+A+B
GROUP 3	$ 27.41	18.2625+A+B
GROUP 4	$ 27.46	18.2625+A+B
GROUP 5	$ 27.56	18.2625+A+B
GROUP 6	$ 27.96	18.2625+A+B
GROUP 7	$ 28.16	18.2625+A+B
GROUP 8	$ 27.66	18.2625+A+B
GROUP 9	$ 27.91	18.2625+A+B
GROUP 10	$ 27.71	18.2625+A+B

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, plus Presidents' Day, Columbus Day, Veteran's Day & V-J Day, providing the employee has worked at least one day in the calendar week in which the holiday falls.

B. Employee who has been on the payroll for 1 year or more but less than 5 years and has worked 150 Days during the last year of employment shall receive 1 week's paid vacation; 5 to 10 years - 2 weeks' paid vacation; 10 or more years - 3 week's paid vacation.

All drivers working on a defined hazard material job site shall be paid a premium of $2.00 per hour over applicable rate.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pick-up trucks, station wagons, & panel trucks

GROUP 2: Two-axle on low beds

GROUP 3: Two-axle dump truck

GROUP 4: Three-axle dump truck

GROUP 5: Four- and five-axle equipment

GROUP 6: Low-bed or boom trailer.

GROUP 7: Trailers when used on a double hook up (pulling 2 trailers)

GROUP 8: Special earth-moving equipment, under 35 tons

GROUP 9: Special earth-moving equipment, 35 tons or over

GROUP 10: Tractor trailer

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above

example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SECTION 01680

CLEANING UP

PART 1 GENERAL
1.01 SUMMARY

A. Consult the individual sections of the specifications for cleaning of Work installed under those sections.

1.02 CLEANING DURING CONSTRUCTION

A. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

1. Do not burn or bury rubbish and waste materials on project site.
2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
3. Do not dispose of wastes into streams or waterways.

B. Maintain the Site free from accumulations of waste, debris, dust and rubbish.

C. Provide on-site containers for collection of waste materials and rubbish.

D. Vacuum clean interior building area when ready to receive finish painting and continue vacuum cleaning on an as-needed basis until Substantial Completion.

1.03 FINAL CLEANING

A. Prior to submitting a request to the Architect to certify Substantial Completion of the Work the Contractor shall inspect all interior and exterior spaces and verify that all waste materials, rubbish, tools, equipment, machinery and surplus materials have been removed and that all sight exposed surfaces are clean. Leave the Project clean and ready for occupancy.

B. Unless otherwise specified under other sections of the Specifications, the Contractor shall perform final cleaning operations as herein specified prior to final inspection.

C. Cleaning shall include all surfaces, interior and exterior, which the Contractor has had access to, whether new or existing.

D. Employ experienced workmen or professional cleaners for final cleaning.

E. Use only cleaning materials recommended by the manufacturer of the surface to be cleaned.

F. Use cleaning materials which will not create a hazard to health or property and which will not damage surfaces.

G. All broken or defective glass caused by the Contractor's Work shall be replaced at the expense of the Contractor.

H. Remove grease, mastic, adhesive, dust, dirt, stains, labels, fingerprints and other foreign materials from sight-exposed interior and exterior surfaces. This includes cleaning of the Work of all finishing trades where needed, whether or not cleaning by such trades is included in their respective specifications.

I. Clean and polish all new and existing glass throughout the building, on both sides. This cleaning shall be completed by qualified window cleaners at the expense of the Contractor just prior to acceptance of the Work.

J. Wash and polish all mirrors.

K. Repair, patch and touch up marred surfaces to the specified finish, to match adjacent surfaces.

L. Polish glossy surfaces to a clear shine.

M. Do the final cleaning of resilient floors and wood floors as specified under the respective sections of the Specifications.

N. Leave all architectural metals, hardware and fixtures in undamaged, polished conditions.

O. Leave pipe and duct spaces, plenums, furred spaces and the like clean of debris and decayable materials.

P. Any damage to finishes caused by cleaning operations shall be repaired at the Contractor's expense.

Q. Broom clean exposed concrete surfaces and paved surfaces. Rake clean other surfaces of grounds.

R. Ventilating systems - Replace filters and clean ducts, blowers, and coils if units are operated during construction.

S. Owner's responsibility for cleaning commences at the time designated on the Certificate of Substantial Completion.

END OF SECTION

SECTION 01695

PROTECTION

PART 1 - GENERAL

1.01 PROTECTION OF PERSONS & PROPERTIES

A. Special care must be exercised in the use of machinery so as not to constitute a source of danger or nuisance.

B. Any damage to buildings, roads, public roads, bituminous concrete areas, fences, lawn areas, trees, shrubbery, poles, underground utilities, etc. shall be made good by and at the Contractor's own expense, all to the satisfaction of the Owner.

C. The Contractor shall patch, repair and/or replace all adjacent materials and surfaces damaged after the installation of new work at no expense to the Owner. All repair and replacement work shall match the existing in kind and appearance.

1.02 TEMPORARY PROTECTION

A. The Contractor shall:

1. Protect the building and materials at all times from rain water, backing-up, or leakage of sewers, drains, or other piping.

2. In addition to the weather protection during the months of November to March specified hereunder, provide temporary watertight and security enclosures for openings in exterior walls and in roof decks when and as required to protect the Work from damage.

3. Protect all surfaces to receive work by other trades from any soiling which will prevent proper execution of subsequent work.

4. Protect all existing and proposed interior surfaces at all times from dust build-up. The Contractor shall be responsible to insure that the area within contract limits is kept orderly and clean and that dust build-up and residue is promptly removed from the site.

B. Roof surfaces and waterproofed surfaces shall not be subjected to traffic nor shall they be used for storage of materials. Where some activity must take place in order to carry out the Work, adequate protection must be provided.

C. After the installation of the Work by any Subcontractor is completed, the Contractor shall be responsible for its protection and for repairing, replacing, or cleaning any such Work which has been damaged by other trades or by any other cause, so that all Work is in perfect condition at the time of Substantial Completion.

1.03 ACCESS

A. The Contractor shall, at all times, leave unobstructed way along walks and roadways, and shall maintain barriers and lights for the protection of all persons and property in all locations where materials are stored or work is in progress.

1.04 SECURITY

A. The Contractor shall be responsible for providing all security precautions necessary to protect the Contractor's and Owner's interests.

1.05 FIRE PROTECTION

A. The Contractor shall take necessary precautions to insure against fire during construction. The Contractor shall be responsible to insure that the area within contract limits is kept orderly and clean and that combustible rubbish and construction debris is promptly removed from the site.

END OF SECTION

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SECTION 01700

EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

A. The following are prerequisites to substantial completion. Provide the following:

1. Punch list prepared by Contractor and subcontractors as applicable.
2. Supporting documentation.
3. Warranties.
4. Certifications.
5. Occupancy permit.
6. Start-up and testing of building systems.
7. Change over of locks.
8. Meter readings.

B. Provide the following prerequisites to final acceptance:

1. Final payment request with supporting affidavits.
2. Completed punch list.

C. Provide a marked-up set of drawings including changes which occurred during construction.

D. Provide the following during project closeout:

1. Submission of record documents.
2. Submission of maintenance manuals.
3. Training and turnover to Owner's personnel.
4. Final cleaning and touch-up.
5. Removal of temporary facilities.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION

SECTION 01730

CUTTING AND PATCHING

PART 1 - GENERAL

1.01 SUMMARY

A. Provide cutting and patching work to properly complete the work of the project, complying with project requirements for:

1. Structural work.
2. Mechanical/Electrical systems.
3. Visual requirements, including detailing and tolerances.
4. Operational and safety limitations.
5. Fire resistance ratings.
6. Inspection, preparation, and performance.
7. Cleaning.

B. Do not cut and patch in a manner that would result in a failure of the work to perform as intended, decrease energy performance, increase maintenance, decrease operational life, or decrease safety performance.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Match existing materials for cutting and patching work with new materials conforming to project requirements.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Inspect conditions prior to work to identify scope and type of work required. Protect adjacent work. Notify Owner of work requiring interruption to building services or Owner's operations.

B. Perform work with workmen skilled in the trades involved. Prepare sample area of each type of work for approval.

C. Cutting: Use cutting tools, not chopping tools. Make neat holes. Minimize damage to adjacent work. Inspect for concealed utilities and structure before cutting.

D. Patching: Make patches, seams, and joints durable and inconspicuous. Comply with tolerances for new work.

E. Clean work area and areas affected by cutting and patching operations.

END OF SECTION

SECTION 01760

SURVEYS AND RECORD DRAWINGS

PART 1 - GENERAL

1.02 RECORD DRAWINGS

A. Record Drawings shall consist of all the Contract Drawings.

B. From the sets of drawings furnished by the Owner, the Contractor shall reserve one set for record purposes. From this set, the Contractor shall detach and furnish, at no charge to the Mechanical and Electrical Subcontractors the drawings of their portion of the Work for the same purpose.

C. The Contractor and the above Subcontractors shall keep their record set on the site at all times and note on it in colored ink or pencil, neatly and accurately, at the end of each working day, the exact location of their work as actually installed. This shall include the location and dimensions of underground and concealed Work and any architectural, mechanical, or electrical variations from the Contract Drawings. All changes, including those issued by Addendum, Change Order, or instructions by the Architect shall be recorded. Record Drawings shall be prepared for the entire project and include all Work.

D. The Architect may periodically inspect the Record Drawings at the site. The proper and current maintenance of the information required on these drawings shall be a condition precedent to approval of the monthly requisitions for periodic payment.

E. At Substantial Completion the Contractor shall submit the complete set of Record Drawings to the Architect. The Architect will review these drawings and return them to the Contractor with necessary comments.

F. Upon receipt of a set of electronic media files of the original contract drawings from the Architect, the Contractor and Subcontractors shall transfer the As-Built information shown on the Record Drawings. This drafting shall be done by an experienced draftsperson and match the original drawings.

G. The Contractor shall, at its own expense, prepare two sets of prints and then submit copies of the prints to the Architect. Each sheet shall be clearly marked "Record Drawing" and bear the date of printing. Submission of accurate Record Drawings and their approval by the Architect shall be a condition precedent to final payment.

END OF SECTION

SECTION 01780

PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 SUMMARY

A. This section supplements the General Conditions.

B. Consult the individual sections of the specifications for specific items required under those sections.

1.02 OCCUPANCY PERMIT

A. The Contractor shall coordinate the efforts of all Subcontractors and obtain the Occupancy Permit from the local Building Department. The Owner shall pay any Building Department fee associated with the Occupancy Permit.

1.03 RECORD DRAWINGS

A. Consult the individual sections of the Specifications for the specific requirements of those sections. In cases of inconsistency the more stringent requirement, as directed by the Architect, shall be required.

B. Prior to final payment and completion the Contractor shall provide all Record Drawings and Microfilm as required under other sections of the Specifications.

1.04 OPERATING AND MAINTENANCE INSTRUCTIONS

A. Prior to final payment and completion the Contractor shall provide all Operating Manuals and Maintenance Instructions as required by the Contract Documents.

B. Consult the individual sections of the specifications for the specific requirements for those sections and for further details and descriptions of the requirements.

C. OPERATING INSTRUCTIONS AND MANUALS

1. Subcontractors, installers and suppliers shall furnish to the Contractor two sets of operating and maintenance instructions of all mechanical, electrical and manually operated equipment furnished and installed by them. Mechanical and electrical Subcontractors shall furnish instructions as specified in their respective sections.

2. The Contractor shall collect all of the above instructions, bind them into two complete sets and submit them to the Architect who will deliver them to the Owner.

3. Submission of operating and maintenance instructions shall be a condition precedent to final payment.

D. INSTRUCTION OF OWNER'S PERSONNEL.

1. Where specified in the individual sections of the specifications, the Contractor and Subcontractor shall instruct the Owner's personnel at the site, in the use and maintenance of equipment installed under the Contract.
2. Submission to the Architect of a certificate of compliance to this requirement, signed by the Contractor and the Owner's Representative, shall be a condition precedent to final payment.

END OF SECTION

SECTION 02220
DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

A. Building and Site Demolition:

1. Protection of site work and adjacent structures.
2. Disconnection, capping, and removal of utilities.
3. Pollution control during building demolition, including noise control.
4. Removal and legal disposal of materials.

B. Selective Demolition:

1. Selective demolition of exterior facade, structures, and components designated to be removed.
2. Protection of portions of building adjacent to or affected by selective demolition.
3. Remove existing EPDM wood framed canopy, wood frame and metal pipe supports, to the top of the existing adjacent concrete walkway. Fill metal pipe support voids solid with exterior non-shrink grout.
4. Remove existing roof drains to below roof deck. Cut, cap, and abondon in place. Provide and install label for remaining portion of roof leader as with the following text: Abandoned Roof Drain.
5. Remove existing EPDM roof assembly in its entirety. Assembly to be removed consists of the following:
   a. EPDM roof membrane
   b. 1" wood fiber insulation
   c. 4 ply built-up w/ gravel
   d. 2" wood fiber insulation
6. Remove other items indicated for salvage, relocation, and recycling.
7. Notification to Owner of schedule of shut-off of utilities which serve occupied spaces.
8. Pollution control during selective demolition, including noise control.
9. Removal and legal disposal of materials.
10. General Contractor is to refer to approved abatement plan as prepared by hazardous material consultant for the removal of asbestos containing material as indicated on the drawings.

1.02 SUBMITTALS

A. Schedule: Submit for approval selective demolition schedule, including schedule and methods for capping utilities to be abandoned and maintaining existing utility service.

1.03 QUALITY ASSURANCE

A. Comply with governing codes and regulations. Use experienced workers.

1.04 PROJECT CONDITIONS

A. Immediate areas of work will not be occupied during selective demolition. Adjacent areas may be occupied by the public, including children.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION

3.01 DEMOLITION

A. Do not damage building elements and improvements indicated to remain. Items of salvage value, not included on schedule of salvage items to be returned to Owner, shall be removed from structure. Storage or sale of items at project site is prohibited.

B. Do not close or obstruct streets, walks, drives or other occupied or used spaces or facilities without the written permission of the Owner and the authorities having jurisdiction. Do not interrupt utilities serving occupied or used facilities without the written permission of the Owner and authorities having jurisdiction. If necessary, provide temporary utilities.

C. Cease operations if public safety or remaining structures are endangered. Perform temporary corrective measures until operations can be continued properly.

D. Provide adequate protection against accidental trespassing. Secure project after work hours.

END OF SECTION

SECTION 06100

ROUGH CARPENTRY

PART 1 – GENERAL

1.01 SUMMARY

A. Provide rough carpentry:

1. Pressure treated wood blocking
2. Structural wood decking

1.02 SUBMITTALS

A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.

1.03 QUALITY ASSURANCE

A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

B. Lumber Standards and Grade Stamps: U.S. Product Standard PS 20, American Softwood Lumber Standard and inspection agency grade stamps.

C. Preservative Treatment: AWPA C2 for lumber and AWPA C9 for plywood; waterborne pressure treatment. Provide for wood in contact with concrete, roofing and flashing.

D. Fire-Retardant Treatment: AWPA C20 for lumber and AWPA C27 for plywood; noncorrosive type. Provide Fire-Retardant treated materials where shown on the drawings.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Dimension Lumber:

1. P.T. Wood Blocking
2. Structural wood decking (2-5/8” x 5-1/4”). General Contractor to field verify the existing structural wood deck and provide decking to match

B. Auxiliary Materials:

1. Framing Anchors and Fasteners: Non-corrosive, suitable for load and exposure. Drywall screws are not acceptable.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Provide nailers, blocking and grounds where required. Set work plumb, level and accurately cut.

B. Install materials and systems in accordance with manufacturer's instructions, approved submittals and standard of good practice. Install materials and systems in proper relation with adjacent construction. Coordinate with other work.

C. Comply with manufacturer's requirements for cutting, handling, fastening and working treated materials.

D. Restore damaged components. Protect work from damage.

END OF SECTION

SECTION 061500

WOOD DECKING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Softwood lumber structural wood decking.

1.02 RELATED REQUIREMENTS

A. Section 061000 - Rough Carpentry: Bearing support.

1.03 REFERENCE STANDARDS

A. AITC 112 - Standard for Tongue-and-Groove Heavy Timber Roof Decking; American Institute of Timber Construction; 1993, and errata.

B. SPIB (GR) - Grading Rules; Southern Pine Inspection Bureau, Inc.; 2002.

C. WWPA G-5 - Western Lumber Grading Rules; Western Wood Products Association; 2011.

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Samples of Wood Deck Exposed To View: Submit two samples, 8 x 5 inch in size illustrating profile, wood grain, stain, and finish.

1.05 REGULATORY REQUIREMENTS

A. Conform to applicable code for fire retardant requirements.

PART 2 PRODUCTS

2.01 WOOD MATERIALS

A. Wood fabricated from old growth timber is not permitted.

B. Lumber Decking: Fabricated to AITC 112.
   1. Species: Southern Yellow Pine, graded under WWPA rules as AITC Select quality.
   2. Size: 3 by 6 inches, nominal.
   3. Pattern: AITC standard beveled V-joint with double tongue and groove.
   4. Moisture Content: 19 percent, maximum.

2.02 ACCESSORIES

A. Fasteners and Anchors:
   1. Fastener Type and Finish: 10" Hot-dipped galvanized steel.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that support framing is ready to receive decking.

3.02 PREPARATION

3.03 INSTALLATION - BOARD DECKING

A. Install decking perpendicular to framing members, with ends staggered over firm bearing. On sloped surfaces, lay decking with tongue upward.

B. Fit butt end deck joints occurring between support members with metal splines to maintain tight, aligned joints.

C. Engage decking tongue and groove edges.

D. Secure with fasteners. Side spike planks together, through pre-drilled holes.

E. Maintain decking joint space of 1/16 inch maximum.

3.04 TOLERANCES

A. Surface Flatness of Decking Without Load: 1/8 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

END OF SECTION

SECTION 072500
WEATHER BARRIERS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Vapor Retarders: Materials to make Roof water vapor-resistant and air tight.

1.02 RELATED REQUIREMENTS

A. Section 075400 - Thermoplastic Membrane Roofing: Vapor retarder installed as part of roofing system.

1.03 DEFINITIONS

A. Weather Barrier: Assemblies that form either water-resistive barriers, air barriers, or vapor retarders.

B. Vapor Retarder: Air tight barrier made of material that is relatively water vapor impermeable, to the degree specified, with sealed seams and with sealed joints to adjacent surfaces.
   1. Water Vapor Permeance: For purposes of conversion, 57.2 ng/(Pa s sq m) = 1 perm.

1.04 REFERENCE STANDARDS

A. ASTM D4397 - Standard Specification for Polyethylene Sheeting for Construction, Industrial, and Agricultural Applications; 2010.

1.05 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide data on material characteristics.

PART 2 PRODUCTS

2.01 WEATHER BARRIER ASSEMBLIES

2.02 VAPOR RETARDER MATERIALS (AIR BARRIER AND WATER-RESISTIVE)

A. Vapor Retarder Sheet: ASTM D4397 polyethylene film, clear.
   1. Thickness: 10 mil.
   2. Water Vapor Permeance: As required by referenced standard for thickness specified.

B. Vapor Retarder Tape: Bright aluminum self adhering type, mesh reinforced, 2 inches wide, compatible with sheet material.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that surfaces and conditions are ready to accept the work of this section.

3.02 PREPARATION

A. Remove projections, protruding fasteners, and loose or foreign matter that might interfere with proper installation.

3.03 INSTALLATION

A. Install materials in accordance with manufacturer's instructions.

B. Vapor Retarders: Install continuous air tight barrier over surfaces indicated, with sealed seams and with sealed joints to adjacent surfaces.

3.04 FIELD QUALITY CONTROL

A. Do not cover installed weather barriers until required inspections have been completed.

B. Take digital photographs of each portion of the installation prior to covering up.

3.05 PROTECTION

A. Do not leave materials exposed to weather longer than recommended by manufacturer.

END OF SECTION

SECTION 075400

THERMOPLASTIC MEMBRANE ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Adhered system with thermoplastic roofing membrane.

B. Insulation, flat and tapered.

C. Vapor retarder.

D. Flashings.

E. Roofing cant strips, stack boots, and walkway pads.

1.02 RELATED REQUIREMENTS

A. Section 070150.19 - Preparation for Re-Roofing.

B. Section 076200 - Flashing and Sheet Metal: Counterflashings.

C. Section 077200 - Roof Accessories: Roof-mounted units; prefabricated curbs.

1.03 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Convene one week before starting work of this section.

1. Review preparation and installation procedures and coordinating and scheduling required with related work.

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Specimen Warranty: For approval.

C. Shop Drawings: Indicate joint or termination detail conditions, conditions of interface with other materials, setting plan for tapered insulation, and mechanical fastener layout.

D. Samples for Verification: Submit two samples 6 X 6 inches in size illustrating insulation.

E. Manufacturer's Installation Instructions: Indicate membrane seaming precautions and perimeter conditions requiring special attention.

F. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

G. Manufacturer's Field Reports: Indicate procedures followed, ambient temperatures, humidity, wind velocity during application, and supplementary instructions given.

H. Warranty: Submit manufacturer warranty and ensure forms have been completed in City of Pawtucket's name and registered with manufacturer.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

B. Installer Qualifications: Company specializing in performing the work of this section:

1. With minimum 5 years documented experience.
2. Approved by membrane manufacturer.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver products in manufacturer's original containers, dry, undamaged, with seals and labels intact.

B. Store products in weather protected environment, clear of ground and moisture.

C. Protect foam insulation from direct exposure to sunlight.

1.07 FIELD CONDITIONS

A. Do not apply roofing membrane during unsuitable weather.

B. Do not apply roofing membrane when ambient temperature is below 40 degrees F or above 90 degrees F.

C. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.

D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

1.08 WARRANTY

A. See Section 017800 - Closeout Submittals, for additional warranty requirements.

B. Material Warranty: Provide membrane manufacturer's warranty agreeing to replace material that shows manufacturing defects within 5 years after installation.

C. System Warranty: Provide manufacturer's system warranty agreeing to repair or replace roofing that leaks or is damaged due to wind or other natural causes.
   1. Warranty Term: 20 years.
   2. For repair and replacement include costs of both material and labor in warranty.
   3. Exceptions NOT Permitted:
      a. Damage due to wind of speed not less than 90 mph.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Thermoplastic Polyolefin Membrane Materials:
   1. Carlisle Roofing Systems, Inc; Sure-Weld TPO: www.carlisle-syntec.com.
   2. Firestone Building Products, LLC; UltraPly TPO: www.firestonebpco.com.
   3. GAF; EverGuard TPO: www.gaf.com.
   4. Substitutions: See Section 016000 - Product Requirements.

B. Insulation:
   1. Carlisle SynTec; SecurShield Insulation: www.carlisle-syntec.com.
   2. GAF; EnergyGuard PolyIso Insulation: www.gaf.com.
   3. Substitutions: See Section 016000 - Product Requirements.

2.02 ROOFING - UNBALLASTED APPLICATIONS

A. Thermoplastic Membrane Roofing: One ply membrane, mechanically fastened, over insulation.

B. Roofing Assembly Requirements:
   1. Insulation Thermal Value (R), minimum: R-25; provide insulation of thickness required.

C. Acceptable Insulation Types - Constant Thickness Application: Any of the types specified.
   1. Minimum 2 layers of polyisocyanurate board.
   2. Bottom layer of polyisocyanurate board covered with single layer of polyisocyanurate board.

D. Acceptable Insulation Types - Tapered Application: Any of the types specified.
   1. Tapered _____ polyisocyanurate board.

2.03 ROOFING MEMBRANE AND ASSOCIATED MATERIALS

A. Membrane:
   1. Material: Thermoplastic polyolefin (TPO) complying with ASTM D6878.
   2. Reinforcing: Internal fabric.
   3. Thickness: 0.060 inch, minimum.
   4. Sheet Width: Factory fabricated into largest sheets possible.
   5. Color: White.

B. Seaming Materials: As recommended by membrane manufacturer.

C. Membrane Adhesive: Low VOC Bonding Adhesive as recommended and approved by membrane manufacturer.

D. Vapor Retarder: Material approved by roof manufacturer complying with requirements of fire rating classification; compatible with roofing and insulation materials.
   1. Fire-retardant adhesive.

E. Flexible Flashing Material: Same material as membrane.

2.04 DECK SHEATHING AND COVER BOARDS

A. Cover Board: 5/8" Securock Gypsum-Fiber roof board manufactured to conform to ASTM C1278, "Standard Specification for Fiber-Reinforced Gypsum Panel." Cover Board to be secured in accordance with FM 1-90.

2.05 INSULATION

A. Polyisocyanurate Board Insulation: Polyisocyanurate Foam insulation to comply with ASTM C 1289-05a, Type II, Class I, Grade 2 with fiber reinforced facer with the following characteristics:
   1. Board: Provide flat stock and tapered insulation as noted on the drawings. Slope tapered insulation as indicated; minimum thickness 1/2 inch; fabricate of fewest layers possible.
   2. Thermal Resistance: R-value of Min. R25.
   3. Board Edges: Square.
   4. Compressive Strength: 20 PSI min.
   5. Manufacturers:
      a. GAF: www.gaf.com.
      b. Carlyle-Syntec.
   6. Substitutions: See Section 016000 - Product Requirements.

2.06 ACCESSORIES

A. Stack Boots: Prefabricated flexible boot and collar for pipe stacks through membrane; same material as membrane.

B. Cant Strips: Wood; pressure preservative treated.

C. Insulation Joint Tape: Glass fiber reinforced type as recommended by insulation manufacturer, compatible with roofing materials; 6 inches wide; self-adhering.

D. Insulation Fasteners: Appropriate for purpose intended and approved by roofing manufacturer.
   1. Length as required for thickness of insulation material and penetration of deck substrate, with metal washers.

E. Membrane Adhesive: As recommended by membrane manufacturer.

F. Surface Conditioner for Adhesives: Compatible with membrane and adhesives.

G. Thinners and Cleaners: As recommended by adhesive manufacturer, compatible with membrane.

H. Insulation Adhesive: As recommended by insulation manufacturer.

I. Strip Reglet Devices: Galvanized steel, maximum possible lengths per location, with attachment flanges.

J. Sealants: As recommended by membrane manufacturer for cold weather installation.

K. Walkway Pads: Suitable for maintenance traffic.
   1. Composition: TPO.
   2. Size: 30 inches wide x long run possible, min. of 30 inch.
   3. Surface Color: White.

PART 3 EXECUTION

3.01 INSTALLATION - GENERAL

A. Perform work in accordance with NRCA Roofing and Waterproofing Manual and manufacturer's instructions.

B. Do not apply roofing membrane during unsuitable weather.

C. Do not apply roofing membrane when ambient temperature is outside the temperature range recommended by manufacturer.

D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.

E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

3.02 EXAMINATION

A. Verify that surfaces and site conditions are ready to receive work.

B. Verify deck is supported and secure.

C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.

D. Verify deck surfaces are dry and free of snow or ice.

E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and cant strips are in place.

3.03 WOOD DECK PREPARATION

A. Verify flatness and tightness of joints of wood decking. Fill knot holes with latex filler.

3.04 VAPOR RETARDER AND INSULATION - UNDER MEMBRANE

A. Apply vapor retarder to deck surface with adhesive in accordance with manufacturer's instructions.
   1. Extend vapor retarder under cant strips and blocking to deck edge.
   2. Install flexible flashing from vapor retarder to air seal material of wall construction, lap and seal to provide continuity of the air barrier plane.

B. Ensure vapor retarder is clean and dry, continuous, and ready for application of insulation.

C. Attachment of Insulation: Mechanically fasten insulation to deck in accordance with roofing manufacturer's instructions and Factory Mutual requirements.

D. Lay subsequent layers of insulation with joints staggered minimum 6 inch from joints of preceding layer.

E. Place tapered insulation to the required slope pattern in accordance with manufacturer's instructions.

F. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.

G. Tape joints of insulation in accordance with roofing and insulation manufacturers' instructions.

H. Do not apply more insulation than can be covered with membrane in same day.

3.05 MEMBRANE APPLICATION

A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.

B. Shingle joints on sloped substrate in direction of drainage.

C. Overlap edges and ends and seal seams by heat weld, minimum 3 inches. Seal permanently waterproof. Apply uniform bead of sealant to joint edge.

D. Attachment: Apply membrane and fully adhere to coverboard in accordance with manufacturer's instructions.

E. At intersections with vertical surfaces:
   1. Extend membrane over cant strips and up a minimum of 8 inches onto vertical surfaces.
   2. Fully adhere flexible flashing over membrane and up to nailing strips.
   3. Secure flashing to nailing strips at 4 inches on center.
   4. Insert flashing into reglets and secure.

F. Around roof penetrations, seal flanges and flashings with flexible flashing.

G. Coordinate installation of roof drains and sumps and related flashings.

3.06 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements, for general requirements for field quality control and inspection.

B. Require site attendance of roofing and insulation material manufacturers daily during installation of the Work.

3.07 CLEANING

A. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and conform to their documented instructions.

B. Repair or replace defaced or damaged finishes caused by work of this section.

3.08 PROTECTION

A. Protect installed roofing and flashings from construction operations.

B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

END OF SECTION

SECTION 076200

SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Fabricated sheet metal items, including flashings, counterflashings, and fascia.

B. Reglets and accessories.

1.02 RELATED REQUIREMENTS

A. Section 061000 - Rough Carpentry: Wood nailers.

1.03 REFERENCE STANDARDS

A. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum; American Architectural Manufacturers Association; 2012.

B. AAMA 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels; 2002.

C. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2010.

D. SMACNA (ASMM) - Architectural Sheet Metal Manual; Sheet Metal and Air Conditioning Contractors' National Association; 2012.

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

C. Samples: Submit two samples 4 inch x4 inch in size illustrating metal finish color.

1.05 QUALITY ASSURANCE

A. Perform work in accordance with SMACNA Architectural Sheet Metal Manual requirements and standard details, except as otherwise indicated.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.

B. Prevent contact with materials that could cause discoloration or staining.

PART 2 PRODUCTS

2.01 SHEET MATERIALS

A. Aluminum: ASTM B209 (ASTM B209M);.040 inch thick; anodized finish of color as selected.
   1. Clear Anodized Finish: AAMA 611 AA-M12C22A41 Class I clear anodic coating not less than 0.7 mils thick.
   2. Color Anodized Finish: AAMA 611 AA-M12C22A42/44 Class I integrally or electrolytically colored anodic coating not less than 0.7 mils thick.

B. Pre-Finished Aluminum: ASTM B209 (ASTM B209M);.040 inch thick; plain finish shop pre-coated with modified silicone coating.
   1. Modified Silicone Polyester Coating: Pigmented Organic Coating System, AAMA 2603; baked enamel finish system.
   2. Color: As selected by WSA from manufacturer's standard colors.

2.02 ACCESSORIES

A. Fasteners:.050 Aluminum cleat w/ standard kynar finish, with soft neoprene washers.

B. Primer: Zinc chromate type.

C. Protective Backing Paint: Zinc molybdate alkyd.

D. Sealant: Type ____ specified in Section 079005.

E. Plastic Cement: ASTM D4586, Type I.

2.03 FABRICATION

A. Form sections true to shape, accurate in size, square, and free from distortion or defects.

B. Form pieces in longest possible lengths.

C. Hem exposed edges on underside 1/2 inch; miter and seam corners.

D. Form material with flat lock seams, except where otherwise indicated. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.

E. Fabricate corners from one piece with minimum 18 inch long legs; seam for rigidity, seal with sealant.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.

B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 PREPARATION

A. Install starter and edge strips, and cleats before starting installation.

B. Install surface mounted reglets true to lines and levels. Seal top of reglets with sealant.

C. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil.

3.03 INSTALLATION

A. Conform to drawing details.

B. Insert flashings into reglets to form tight fit. Secure in place with lead wedges. Seal flashings into reglets with sealant.

C. Secure flashings in place using concealed fasteners. Use exposed fasteners only where permitted.

D. Apply plastic cement compound between metal flashings and felt flashings.

E. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.

3.04 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements, for field inspection requirements.

B. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

3.05 SCHEDULE

A. Through-Wall Flashing in Masonry:

B. Fascia:

C. Counterflashings at Roofing Terminations (over roofing base flashings):

D. Counterflashings at Curb-Mounted Roof Items:

E. Roofing Penetration Flashings, for Pipes, Structural Steel, and Equipment Supports:

END OF SECTION

SECTION 07720

ROOF ACCESSORIES

PART 1 - GENERAL

1.01 SUMMARY

A. Provide roof accessories.

1.02 SUBMITTALS

A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.

B. Shop Drawings: Submit shop drawings indicating material characteristics, details of construction, connections, and relationship with adjacent construction.

1.03 QUALITY ASSURANCE

A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

B. Heat and Smoke Vent Insurance Requirements: UL and FM approval or acceptance.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Prefabricated Scuppers and Downspouts:

1. Type: Designed for roof type and equipment.
2. Materials: Aluminum, 25 gauge (.020 inch)
3. Finish: Color to be selected by owner.

B. Auxiliary Materials:

1. Anchors, Fasteners and Accessories: Non Corrosive

PART 3 - EXECUTION

3.02 INSTALLATION

A. Comply with accessory manufacturers' instructions and recommendations. Coordinate installation with roofing system to ensure weathertight performance. Anchor securely to structure to withstand inward and outward loads.

B. Isolate dissimilar metals to prevent galvanic corrosion.

C. Test and operate units; clean, lubricate and adjust moving parts. Leave units ready for field painting.

END OF SECTION

SECTION 07900

JOINT SEALERS

PART 1 - GENERAL

1.01 SUMMARY

A. Provide joint sealers at vertical and horizontal joints.

1.02 SUBMITTALS

A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.

1.03 QUALITY ASSURANCE

A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle and store materials in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Silicone Elastomeric Joint Sealants:

1. Manufacturers: Dow Corning, GE Silicones, Tremco, or equal.
2. Type and Application: One-part nonacid-curing silicone sealant, ASTM C 920, modulus as required for application:
   a. Application: For joints in vertical and horizontal surfaces.
   b. Exterior and interior use.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Examine substrate; repair or replace unsatisfactory conditions.

B. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections. Clean and prime joints and install sealant as recommended by manufacturers.

C. Cure and protect sealants as directed by manufacturers. Replace or restore damaged sealants. Clean adjacent surfaces to remove spillage.

END OF SECTION

-APPENDIX 1-

Abatement Plan and Procedures

Silva Environmental & Associates, Inc.
Environmental, Asbestos / Lead Consultants

ASBESTOS ABATEMENT PLAN AND PROCEDURES

FOR

WILLIAM STARCK ARCHITECTS, INC.

126 COVE STREET
FALL RIVER, MA 02720

PAWTUCKET FIRE STATION #5

SMITHFIELD AVE
PAWTUCKET, RHODE ISLAND

OWNER/CONTACT:

DAVID ANDRADE
WILLIAM STARCK ARCHITECTS, INC.
126 COVE STREET
FALL RIVER, MASSACHUSETTS 02720

PREPARED BY:

SILVA ENVIRONMENTAL & ASSOCIATES INC.

M. FRANK SILVA, PRESIDENT
INDUSTRIAL HYGIENIST
45 TRANSIT STREET, WARWICK, R.I. 02889
TEL: 401-732-3976

R.I. CERTIFICATION NO.:
AAC-085PD, AAC-085IS, AAC-085MP

JOB NO.: 56062

OCTOBER 28, 2013

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3. Pre-Abatement Air Samples

Section I. Introduction

1. 1 The following abatement plan for William Starck Architects, Inc. for Pawtucket Fire Station #5 located at Smithfield Ave, Pawtucket, is submitted for approval by the Rhode Island Department of Health as specified in Rules and Regulations for Asbestos Control (R23-24.5-ASB) dated January, 1986, Subpart C.1.2 and amended September, 2007.

Project Description

1. 1. 1

Main Roof Flashing

The removal of approximately 110 square feet of roof flashing material.

GENERAL NOTE

We believe that the quantities of materials described above to be approximately correct, however the contractor is responsible for the removal of all identified material type regardless of stated quantities.

All abatement work will be performed by a State of Rhode Island licensed asbestos abatement contractor.

RHODE ISLAND DEPARTMENT OF HEALTH

NOTARIZED CERTIFICATION OF ASBESTOS ABATEMENT PLAN

Facility: Pawtucket Fire Station #5

Address: Smithfield Ave

City/Town: Pawtucket Zip: 02860 Amendment Phase No: _____

Abatement Plan Written By: M. Frank Silva Certification No: AAC-085PD

Summary of specific waivers/variances being requested:

_____

Type of Asbestos Abatement (X) Removal ( ) Enclosure ( ) Encapsulation
( ) Demolition( ) Glovebag (X) Asphalt Roofing
( ) Other (specify) _____

Is this plan being submitted in response to a Notice of Violation and/or a Notice of Requirement to Submit an Asbestos Abatement Plan? ( ) Yes (X) No

If yes, Indicate Notice/Building Evaluation No(s): _____

Contractor: To be selected License No: _____

Estimated Starting Date: ASAP

Pre-Abatement Sampling Information

Bulk Samples Collected By: M. Frank Silva Certification No: AAC-085IS

Bulk Samples Analyzed By: ProScience Analytical, Inc. Certification No: AAL-093

Air Samples Analyzed By: Silva Environmental Certification No: AAL-084A1

Clearance Air Sampling Information

Air Samples to be Collected By: Silva Environmental

Air Samples to be Analyzed By: Silva Environmental Certification No: 084A1

CERTIFICATION

I certify that: this asbestos abatement plan is prepared and submitted under the provisions of Section 23-24.5-6 of the RI Asbestos Control Act and Parts A and C of the RI Rules and Regulations for Asbestos Control; all abatement/management activities performed in conjunction with this plan must be in compliance with the specifications prescribed in this plan (when approved) and the most current revision of all applicable federal and state regulations; and the asbestos abatement/management activities described in this plan must be performed by a RI licensed asbestos abatement contractor.

Certified by: _____ Title: _____
(Signature of Building Owner or Agent)

_____ Date: _____
(Typed/Printed Name of Certifier)

Subscribed and sworn before me this _____ day of _____, 20_____

_____ My Commission Expires: _____
(Notary Public)

AFFIX NOTARY SEAL HERE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Health

Office of Occupational & Radiological Health

APPLICATION FOR APPROVAL OF AN ASBESTOS ABATEMENT PLAN

1. Building Owner's Name:

Mr. David Andrade

2. Application Prepared By:

M. Frank Silva

RI certification No: AAC-085PD

Telephone No: (401) 732-3976
(Area code, No., Ext.)

3. Building Owner's Mailing Address and Telephone Number:

Street: 126 Cove Street

City/Town: Fall River, MA

Zip: 02720

Telephone No. (508) 679-5733
(Area Code, No., Ext.)

4. Person to be contacted regarding this application:

Name: M. Frank Silva

Telephone No: (401) 732-3976
(Area Code, No., Ext.)

---

5. Location where abatement work will be performed:

Name (if applicable): Pawtucket Fire Station #5

Street: Smithfield Ave

City/Town: Pawtucket Zip:02860

---

6. Is this application being submitted in response to a "Notice of Requirement to Submit an Asbestos Abatement plan"? ( ) Yes (X) No

If Yes, what is the due date for submittal of Abatement plan? _____
(Mo.) (Day) (Yr.)

Evaluation Number on the Notice: _____

---

7. Contractor who will be performing abatement work (if selected):

Name: To be selected R.I. License No.: _____

8. Estimated Starting Date of Abatement Work: ASAP
(Month) (Day) (Year)

---

9. Estimated Completion Date of Abatement Work: Four days from the start Date
(Month) (Day) (Year)

---

10. Type of Asbestos Abatement: **(Check all that apply)**

(X) Removal

( ) Encapsulation

( ) Operations and Maintenance Only

( ) Other (Specify) _____

( ) Enclosure

(X) Demolition

---

11. Type of Building:

( ) School
( ) Privately Owned Building
(X) Publicly Owned Building
( ) Residence
( ) Other (Specify) Fire Station

---

12. Building Access:

( ) Public Access (≥ 25% of Building Area)
( ) Limited Public Access (< 25% of Building Area)
(X) No Public Access

---

13. Bulk Sample Collection and Analysis:

A). Person collecting bulk samples:

Name: M. Frank Silva R.I Certification No.: AAC- 085IS

B). Sampling Methodology:

( ) EPA AHERA Sampling requirements [40 CFR 763.86].

(X) EPA's Asbestos Containing Material in School Buildings: A Guidance Document (EPA-405/2-78-014) or Guidance for Controlling Asbestos Containing Materials – 1985 Edition (EPA-560-5-85-024)

( ) Other (Specify) _____

C). Laboratory performing the analysis of the bulk samples

Name: ProScience Analytical, Inc. Certification No.: AAL-093

D). Analytical Methodology:

(X) EPA Interim Method for the Determination of Asbestos in Bulk Insulation Samples [PLM method only].

( ) Other (Specify) _____

14. Pre-Abatement Air Sample Collection and Analysis:

A). Person collecting pre-abatement air samples:

Name: N/A Affiliation: N/A

B). Laboratory performing analysis of pre-abatement air samples.
Name: N/A Certification No.: AAL-___

C). Methodology used in the collection and analysis of pre-abatement samples:

(X) NIOSH Method 7400 [Most Current Revision]

( ) OSHA 29 CFR 1926.1101 – Appendix A & B

( ) Other (Specify) _____

---

15. A. Indicate how the regulated asbestos containing material (RACM) will be removed from the abatement site. If a hauler or broker will be used to transport the RACM to a disposal site, they must also be identified.

The materials will be containerized and transported to authorized facility

B. Provide the name and location of the authorized asbestos waste facility to which the removed material will be transferred for disposal (if known).

Not Known at the present time

16. Person designated as compliance monitor for abatement work. **[NOT REQUIRED]**

Name: Silva Environmental

Affiliation: Silva Environmental

17. In-Process & Clearance Air Sampling:

A. Describe on an attachment the type, number and location of air samples that will be collected outside the work area during the abatement project.

B. Describe on an attachment the plan of action to be followed if the Indoor Non-Occupational Air Exposure Standard for Asbestos (0.01 fibers per cubic centimeter) is exceeded outside the work area during the abatement project.

C. Describe on an attachment the type, number and location of air samples that will be collected as part of the final clearance testing.

D. Describe on an attachment the plan of action to be followed if the Indoor Non-Occupational Air Exposure Standard for Asbestos (0.01 fiber per cubic centimeter) is exceed during final clearance testing.

---

18. A separate and fully completed Form ASB-16A must be submitted for each area to be abated. List below the entry in Item 1 from each attached ASB-16A.

Roof Area – Roof Flashing

19. I certify that this plan was prepared by me and I am responsible for its content.

Signature: _____ Date 11 - 1 - 13
(Month) (Day) (Year)

Affiliation: Silva Environmental & Associates, Inc.

---

19. ASBESTOS ABATEMENT PLAN APPLICATION FEE:

( ) Operation & Maintenance Only	$ 75
(X) Up to One (1) NESHAP Unit	$ 75
( ) Between One (1) & Ten (10) NESHAP Units	$ 300
( ) Between Ten (10) & Fifty (50) NESHAP Units	$ 600
( ) Over Fifty (50) NASHAP Units	$ 900

Please waive the filing fee

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Health

Office of Occupational & Radiological Health

APPLICATION FOR APPROVAL OF AN ASBESTOS ABATEMENT PLAN

SUPPLEMENTAL INFORMATION: AREA DESCRIPTION AND PROPOSED REMEDY

BUILDING LOCATION: Pawtucket Fire Dept.. – Smithfield Ave - Pawtucket

INSTRUCTIONS: All items on this form must be addressed. All references to attachments must be clearly identified. All attachments must be marked with the specific item numbers on this form to which they pertain.

---

(1) Area Location/Identification (Room Name/No., Evaluation Number, etc.):

Roof Area – Roof Flashing

---

(2) Attach a description of each type (e.g. pipe, ceiling, etc.) of regulated asbestos containing material (RACM) in this area, including condition, location, quantity and asbestos content. Attach a copy of the laboratory report(s) for all samples. (NOTE: All laboratory reports must include the name of the building(s) and the location(s) of the sample(s).
See Exhibit II

---

(3) Attach a current scale drawing of this area, showing direction of North and East, which has been clearly annotated to show the type, location and quantity of all RACM in this area. This drawing must include a legend which acts as a guide to the scale, symbols and nomenclature used in the drawing. If a master plan or multiple drawings are provided, indicate the specific location(s) and drawing number(s) which depict this area. The location of the decontamination chamber must also be so indicated on the appropriate drawing(s).
See Exhibit I

---

(4) PROPOSED REMEDIES:

A). Attach a description of the interim Operations and Maintenance Plan that will be implemented in accordance with C.1.2 (b).

(4) PROPOSED REMEDIES (cont.):

B). Will any portion of this area be abated by use of B.8 work procedures?
(X) Yes ( ) No

If Yes, indicate below which RACM in this area will be abated by use of the following B.8 work procedures:

B.8.2 & B.8.3	[REMOVAL]	_____
B.8.2 & B.8.4	[ENCAPSULATION]	_____
B.8.2 & B.8.5	[ENCLOSURE]	_____
B.8.6	[DEMOLITION]	_____
B.8.7	[GLOVEBAG]	_____
B.8.8	[ASPHALT ROOFING]	___X___

C). Are you requesting any waivers to the above selected B.8 procedure for any of the abatement activities in this area?

( ) Yes (X) No

If yes, attach a detailed description of the waivers requested you are proposing to utilize. All items must be keyed to the specific section(s) of the regulations for which waivers are requested.

D). Are you proposing alternative procedures under B.11 for any of the abatement activities in this area?

( ) Yes (X) No

If yes, attach a detailed description of the alternate procedures requested you are proposing to utilize. Alternate procedures must include a justification for not following specific section(s) of the regulations and be as protective of public health.

E). Will any RACM remain in this area after abatement?

( ) Yes (X) No ( ) Beyond scope of inspection

If Yes, attach a description of the RACM that will remain and the details of the on-going Operations and Maintenance Plan that will be implemented in accordance with C.1.2(b).

AGENCY USE ONLY

Section II Plan of Action

2. 1 Barrier and Maintenance

N/A

Main Roof Flashing

The removal of approximately 110 square feet of roof flashing material.

The contractor will utilize the following procedures for both roofs:

A. The contractor will remove the asbestos roofing materials by following the Rhode Island Department of Health Rules and Regulations (B.8.8).

Section III Operations and Maintenance Program

3. 1. Monitoring:

N/A

3. 2 Education:

N/A

3. 3 Fiber Release:

N/A

3. 4 Human Exposure:

N/A

Section IV In Process Air Sampling

4. 1 We would like to waive air sampling during removal, due to outside work.

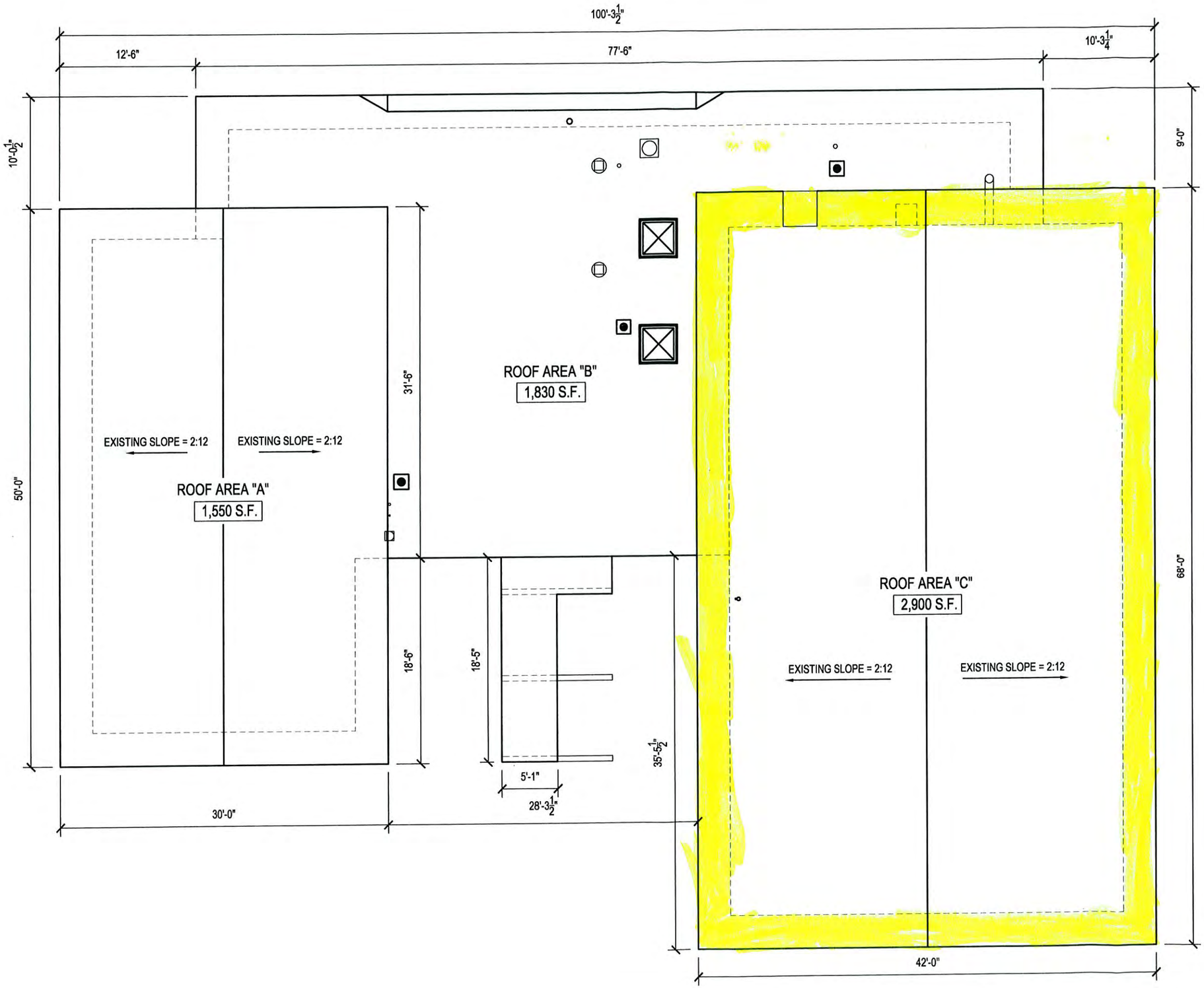
Final Air Clearance:

4. 2 Due to exterior work the Industrial Hygienist will use the results from the Personal air samples during the final cleanup. The personal sampling will be used in lieu of the Final air clearance. These final air sampling results must be at or below 0.01 F/cc. All samples will follow NIOSH 7400 methods.

Note: Should any of the final samples indicate a higher value, the Contractor shall take appropriate actions to re-clean the area and shall repeat the sampling.

EXHIBIT I

ANNOTATED FLOOR PLANS



WILLIAM STARCK
ARCHITECTS, INC.
126 COVE STREET
FALL RIVER, MASSACHUSETTS 02720
T: 508.679.5733
F: 508.672.8556
WWW.STARCKARCHITECTS.COM

STATION 5 ROOF REPLACEMENT

CITY OF PAWTUCKET
301 SMITHFIELD AVENUE
PAWTUCKET/ RI 02860

SCALE:	N.T.S.
DATE:	10.30.13
DRAWN BY:	NJV
JOB NUMBER:	130-13

DRAWING NAME:

EXISTING CONDITIONS

DRAWING NUMBER:

A0.0

EXHIBIT II

BULK SAMPLES

CERTIFICATE OF ANALYSIS

WILLIAM STARCK ARCHITECTS

ProScience Analytical Services, Inc.

www.proscience.net
22 Cummings Park, Woburn, MA 01801 T: 781-935-3212 F: 781-932-4857 general@proscience.net

TAT (circle one): 3 Hours 6 Hours Same Day (Next Day) 2 Days 3 Days 4-5 Days Other _____
TAT in bus. days - lab approval required for rush analysis

PASI Batch # B88690

PLM Chain of Custody
ver 4.2 Updated 8/10/11

Client: SILVA ENVIRONMENTAL + ASSOCS. INC.
Address: 45 TRANSIT ST.
Project #: 56062 PO:
Project Site: PAWTUCKET FIRE STA #5 - ROOF
Contact: M. FRANK SILVA
Tel. / Fax #: (401) 732-3976 - (401) 732-1491
Email: FSILVA50@AOL.COM

Relinquished By: M. FRANK SILVA Date: 10-18-13
Received By: Steve Pey Date: 10-21-13 2:40p
# of Samples 6 Received: 6 Analyzed:
Results: email fax verbal By: Date:
Stop on first positive: Yes / (No)
Special Instructions:
Analyst / Date: 10-22-13 QC by / Date:

Sample ID	Date Sampled	Description / Location	Stereo Scope: SSAPE	Color	Homogeneity	Texture	Friable	Optical Properties: Morphology	Extinction	Sign of Elongation	Birefringence	Pleochroism	RI: II	⊥	Asbestos Percentage (%) Circle Type: Chrysotile	Amosite	Crocidolite	Tremolite	Anthophyllite	Actinolite	Non Asbestos Percentage (%): Fiberglass	Mineral Wool	Cellulose	Hair	Synthetic	Other	Non Fibrous
FS-001	10-18-13	ROOF MATERIAL MAIN FIELD	C	B	BUS			MATRIX					KS	KS	TR								HB 20				80
FS-002	"	" " MAIN CURB FLASHING	C	B	BUS																		HB 20				80
FS-003	"	" " MAIN EDGE FLASHING	C	B	BUS			MATRIX					KS	KS	20						DU 20		HB 10				50
FS-004	"	" " LOWER ROOF FIELD	C	B	BUS																		HB 25				75
FS-005	"	" " LOWER ROOF CURB FLASHING	C	B	BUS																	5	HB 15				80
FS-006		" " LOWER ROOF EDGE FLASHING	C	B	BUS																		HB 20				80

Comments: Birefringence L= less than .010, M= .011-.029, H= greater than .03; Microscope Olympus BH-2, Serial # circle 1- 242277, 229027, 235000, 230663 Lab uses the EPA or ELAP point count method as appropriate. SSAPE = Stereo Scope Asb. % Est.

Lab Sample IDs: To form a lab sample id use Batch # - Sample ID.

EXHIBIT III

PRE-ABATEMENT AIR SAMPLES

CERTIFICATE OF ANALYSIS

Note: We are requesting a waiver for this item, due to outside work.