

# CITY OF PAWTUCKET

## REQUEST FOR PROPOSALS



**Bid #14-064**  
**City Hall Roof Repair**

July 31, 2015

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## 1.0 - Bid/Solicitation Information

### Schedule

Pre-Bid/Proposal Conference:  No  Yes  
August 7, 2015 @ 2:00 PM

Location:

Pawtucket City Hall, Room 303  
137 Roosevelt Avenue  
Pawtucket, RI 02860

Requests for Further Information:  
August 14, 2015 @ 4:00 PM

Requests for information or clarification must be made electronically to the attention of:  
Andrew Silvia, Chief of Project Development  
E-mail: [asilvia@pawtucketri.com](mailto:asilvia@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:  
August 27, 2015 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

Bid 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 and Payment Bond:  No  Yes  
(Submit upon award of contract)

Bidder is required to provide a performance and payment bond as outlined in the City's General Terms & Conditions of Purchase (Appendix B of this RFP) 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 site 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.**
- At the time and place fixed for the opening of Bids, the Owner will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.
- 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.
- Bids will be opened publicly at a regularly scheduled purchasing board meeting, the date of which is the same as the RFP submission deadline provided in Section 1.0.
- Interpretations or Addenda: No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City of Pawtucket (hereinafter called the "Owner"). Any inquiry received seven or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Owner at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.
- Each Bidder shall, upon request of the Owner, submit a detailed financial statement on a form furnish by the Owner for that purpose. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.

## **3.0 - Overview**

### **3.1 Project Overview**

The City of Pawtucket (“the Owner”) is seeking lump sum, fixed-firm bids from qualified roofing contractors to replace the surface membrane and insulation at up to six (6) segments of the City Hall roof. The Scope of Work is provided in Section 4.0 as well as Appendices C (Construction Drawings) and D (Technical Specifications) of this RFP.

### **3.2 Project Background**

This project, funded by the City’s Building Improvements Bond, has been initiated for the purpose of eliminating water intrusion through the roof of City Hall.

City Hall is a five-story, art-deco style building constructed circa 1935, and is currently listed on the National Register of Historic Places. However, the project does not require the approval of state and local historic preservation agencies, as the roof segments to be replaced are not visible from street level.

The City has completed testing of existing roofing materials for asbestos-containing materials (ACMs). A positive test was obtained in a black sealer/mopped asphalt on perimeter parapet and building walls beneath the existing PVC roof assemblies; therefore, the selected vendor (“the Contractor”) shall provide abatement of ACMs in accordance with Rhode Island Department of Health protocols, and as outlined in Appendix G.

## **4.0 - Scope of Work**

### **4.1 Location**

The location of the proposed roof replacement (“the Project”) is Pawtucket City Hall, or 137 Roosevelt Avenue in Pawtucket. The extents of the base bid and alternate scopes of work are shown on the Construction Drawings Issued for Bid (Appendix C). In general terms, these extents can be described as follows:

- Location of Base Bid Work: Four (4) flat roof segments surrounding City Hall tower;
- Location of Bid Alternate #1 Work: One (1) flat roof segment at Fire Station #2;
- Location of Bid Alternate #2 Work: One (1) flat roof segment at Police Headquarters.

### **4.2 General Requirements**

#### **4.2.1 Project Schedule**

The Owner requires that the Project be complete no later than November 1, 2015.

The Contractor shall prepare and submit to the Owner a detailed schedule that illustrates the commencement and completion dates of the significant project milestones. This schedule shall be submitted to the Owner for approval prior to execution of the Agreement (Contract).

#### **4.2.2 Hours of Work**

In accordance with City of Pawtucket Ordinance Sec. 286-12, no construction activity may take place between the hours of 10:00 PM and 7:00 AM (i.e. overnight work) unless a permit to do so has been obtained from the Director of Public Works. Works of an emergency nature (as defined in Sec. 286-2) need not comply with this requirement.

#### **4.2.3 Prevailing Wage Requirements**

Bidders are advised that payment of the local prevailing wage, as established by the Rhode Island Department of Labor and Training, is a requirement of this project, as noted in Appendix B. A copy of the current prevailing wage decision is included in this document as Appendix F. Bidders are advised that the City will not amend this document prior to the bid due date for the purpose of notifying bidders of a superseding wage decision(s). Bidders are expected to account for the prevailing wage rates applicable to this project in the formulation of their bid.

#### **4.2.4 Payment Requisitions**

The Contractor shall prepare draft requisitions for payment for the Project Architect's review and approval and revise the requisitions as necessary prior to submission to the Owner. Payment requisitions shall be prepared using AIA Standard Forms G702 and G703, or an equivalent format approved by the Owner.

The Owner reserves the right to withhold 5% of each progressive request for payment as retainage. The Owner shall release retainage payments per the terms outlined in Appendix D of this RFP.

### **4.3 Scope Detail**

The scope of work is defined comprehensively in the Construction Drawings and Specifications issued for bid, which are incorporated into this RFP as Appendices C and D, respectively.

In general terms, the Project scope of work includes, but is not limited to, the following construction activities:

- Removal and disposal of existing roofing membrane and insulation down to structural deck
- Removal and disposal of asbestos containing materials (ACMs)
- Installation of new polyvinyl chloride (PVC) roofing system, including insulation, cover board, and base plywood sheeting.
- Potential removal of existing structural gypsum planking and replacement with equivalent structural assembly (design pending field confirmation).

As outlined in Appendix D (Specifications), the Contractor shall protect the underlying facilities from impacts incidental to the Project work. The facilities 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 shall obtain all necessary permits to complete the works described herein. This includes, but is not limited to, the following:

- Building Permit, as issued by the City's Office of Zoning and Code Enforcement. Please note that the 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.
- Compliance with the attached Asbestos Abatement Plan (see Appendix G) to the Rhode Island Department of Health, and conformance with the requirements and procedures outlined therein.

## **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 Insureds 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**

All bids must be submitted on the forms supplied in Section 11.0 and shall be subject to all requirements of the Contract Documents, including these instructions to bidders. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder. Pricing must include all costs as specified in this solicitation.

The Owner may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

Bid Documents, including the Bid, the Bid Bond, the Non-Collusion Affidavit, the Anti-Kickback Acknowledgment, and the Statement of Bidder's Qualifications (if requested) shall be enclosed in a sealed envelope which shall be clearly labeled with the words, "**City Hall Roof Repair, Bid 14-064**", as well as name of Bidder, and date of bid opening.

All Bid Forms must be signed.

If the Contract is awarded, it will be awarded by the Owner to a responsible Bidder on the basis of the lowest qualified bid price and the selected Alternative Bid items, if any.

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. See Proposed Subcontractors form.

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 Vendor who submits a proposal in response to this RFP and to award a contract based upon the results of those negotiations alone. The City reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the Improvements embraced in this Contract.

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.

<u>Evaluation Criteria</u>	<u>Importance</u>
Experience/Qualifications	20%
References	10%
Price	70%

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.
- The City reserves the right to pay the selected Vendor via credit card at its sole discretion.

## 11.0 – Bid Form

### 14-064 – City Hall Roof Repair

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.)

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Is your company bonded? Yes \_\_\_\_ No \_\_\_\_

Please describe the nature and extent of all insurance coverage:

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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**

**14-064**

**1.00 OFFER:**

- A. Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by William Starck Architects, Inc. (Architect for the above mentioned project) and the City of Pawtucket, we, the undersigned, hereby offer to enter into a Contract to perform the Work, (**City Hall Roof Repair**), for the amount indicated below, subject to the additions and deductions according to the terms of the Contract Documents and as stated below. The undersigned will provide all necessary and proper material, machinery, equipment, facilities, and means to complete the Work.
  
- B. The undersigned hereby understands that the City of Pawtucket (Owner) has the right to reject any and all bids and to award the contract in the best interests of the Owner. The Owner reserves the right to award the entire project or delete portions of the work to funds available, whichever is in the best interest of the Owner.
  
- C. The undersigned also understands that the contract must be carried out in strict accordance with the contract documents.

Total Price: \$.....dollars,  
(amount in words)

(\$.....) in lawful money of the United States of America and,  
(in figures)

We have included herewith, the bid alternates and allowance forms, and the required security deposit or Bid Bond as required by the Instruction to Bidders.

1.01 ALLOWANCES:

As part of the Base Bid (Total Bid), the bidder agrees to carry quantities of materials below in the base bid of the contract. The Owner reserves the right to remove these items from the contract totally or in part and to adjust the contract sum to reflect the actual costs of the construction authorized by the Owner. Unit prices reflect replacement with suitable materials. Allowance unit prices shall include their pro rata share of the Contractor's overhead and profit. Refer to Technical Specification Section 1020 for additional information.

A. Specific Unit Cost Allowance for Patching of Existing Structural Gypsum Precast Planks

The Base Bid Price listed in the Bid Proposal Form shall include a quantity of 1000 square feet of isolated patching applied to the spalling surfaces of the existing gypsum precast roof deck. Patching shall be applied as directed in Technical Specifications Section 07540. Contractor shall contact owner's representative in the event that a need for patching is encountered. Patching shall not be applied without inspection by Owner's Representative and certification of quantities by Contractor. Unused allowances for Patching of Existing Structural Gypsum Precast Planks shall be reimbursed to the Owner at the Contract Unit Price stated below.

Unit Price for Patching of Existing Structural Gypsum Precast Planks:

\$ \_\_\_\_\_  
Cost per Square Foot (SF)                      In Words Per SF

\$ \_\_\_\_\_  
Total Cost 1,000 SF of Patching

B. Specific Unit Cost Allowance for Repair/Replacement of Existing Lightweight Concrete Topping

The Base Bid Price listed in the Bid Proposal Form shall include a quantity of 1000 square feet of isolated patching and repair of missing reinforced lightweight concrete surfaces. Repairs shall be applied as directed in Technical Specifications Section 07540. Contractor shall contact owner's representative in the event that a need for repairs is encountered. Repairs shall not be applied without inspection by Owner's Representative and certification of quantities by Contractor. Unused allowances for Repair/Replacement of Existing Lightweight Concrete Topping shall be reimbursed to the Owner at the Contract Unit Price stated below.

Unit Price for Repair/Replacement of Existing Lightweight Concrete Topping:

\$ \_\_\_\_\_  
Cost per Square Foot (SF)                      In Words Per SF

\$ \_\_\_\_\_  
Total Cost 1,000 SF of Repair/Replacement

C. Specific Project Contingency Allowance for Structural Deck Repair or Replacement

The Base Bid Price listed in the Bid Proposal Form shall include a special project contingency allowance of \$75,000 for structural deck repair or replacement, as warranted. Contractor shall contact owner's representative in the event that a need for deck repair or replacement is encountered. Repair/replacement shall not be provided without inspection by Owner's Representative and certification of quantities by Contractor. Unused allowances for Structural Deck Repair or Replacement shall be reimbursed to the Owner.

\$ 75,000  
Total Cost for Structural Deck Repair/Replacement

1.02 BID ALTERNATES:

Alternates as quoted are for provision of unit price adjustments to the Base Bid prior to Contract Award. The Bidder shall indicate in the appropriate field whether the Alternate results in an ADD or DEDUCT to the Base Bid unit price.

The Alternate ADD or DEDUCT indicated will adjust the Base Bid unit price by the stated amount, not replace the Base Bid unit price, provided that the Alternate is selected by the Owner.

Alternates will be executed at the Owner's option. One or more alternates may be chosen. Accepted Alternates will be listed in the Owner/Contractor Agreement.

**ALT-1 Replacement of Fire Station #2 Roof per Project Plans and Specifications**

ADD/DEDUCT	TOTAL COST ADJUSTMENT	TOTAL COST ADJUSTMENT
----- (indicate add or deduct)	----- (figures)	----- (words)

TOTAL COST ADJUSTMENT IN WORDS: \_\_\_\_\_

**ALT-2 Replacement of Police Station Roof per Project Plans and Specifications**

ADD/DEDUCT	TOTAL COST ADJUSTMENT	TOTAL COST ADJUSTMENT
----- (indicate add or deduct)	----- (figures)	----- (words)

TOTAL COST ADJUSTMENT IN WORDS: \_\_\_\_\_

**2.00 ACCEPTANCE:**

If this Bid is accepted within the time stated in the contract documents, and we fail to commence the Work, the Bid Bond shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the Bid Bond or the difference between this Bid and the Bid upon which the Contract is executed.

In the event our Bid is not accepted within the time stated in the contract documents, the required Bid Bond shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

The City of Pawtucket reserves the right to increase or decrease the quantities stated in the bid at the unit prices quoted.

**3.00 BID FORM SIGNATURE(S)**

The Corporate Seal of

\_\_\_\_\_  
(Bidder - please print the full name of your Proprietorship, Partnership, or Corporation)

was hereunto affixed in the presence of:

\_\_\_\_\_  
(Authorized signing officer      Title)

(Seal)

\_\_\_\_\_  
(Authorized signing officer      Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) .ss

\_\_\_\_\_ ,  
being first duly sworn, deposes and says that;

(1) He is \_\_\_\_\_ (owner, partner, officer, representative or agent) \_\_\_\_\_ of \_\_\_\_\_, the BIDDER that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including the affiant, has in any way colluded, conspired or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such a contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other BIDDER, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other BIDDER, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Local Government or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees or parties in interest including this affiant.

(Signed) \_\_\_\_\_  
\_\_\_\_\_  
(Title)

Subscribed and sworn to before me  
This \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My Commission Expires \_\_\_\_\_

## **12 – Special Conditions**

SPECIAL CONDITIONS FOR

### **CITY HALL ROOF REPAIR PAWTUCKET, RHODE ISLAND**

#### **402.0 TIME FOR COMPLETION**

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed to the Contractor.

The rate of progress shall be such that the whole work shall be performed in accordance with the terms of this contract within the number of calendar days after the date of execution of the contract as herein stipulated, unless the expected as any part may be delayed under the provisions of this contract. The work shall be pursued in a continuous, diligent, and uniform manner throughout the project until completion.

It is agreed that the rates of progress herein required has been purposely made low enough to allow for the ordinary delays incident to construction work of this character. No extension of time will be made for ordinary delays, inclement weather and accidents, and the occurrence of such will not relieve the Contractor from the necessity of maintaining this rate of progress.

If delays are caused by acts of God, acts of Government or State, strikes extra work, floods or other contingencies clearly beyond the control or responsibility of the Contractor, the Contractor shall be entitled to so much additional time wherein to perform and complete this contract on his part as the Engineer shall certify in writing to be just.

Please refer to AIA Document A201, Section 8 for further information.

#### **403.0 LIQUIDATED DAMAGES**

Refer to Supplemental General Conditions Article 8.4.3 as included in the Technical Specifications.

#### **404.0 RESPONSIBILITIES OF CONTRACTOR**

404.1 Except as otherwise specifically stated in the Contract Documents, and Technical Specifications, the Contract shall provide and pay for all materials, tools, labor, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fee or other expenses, and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all improvements embraced in this Contract complete in every respect within the specified time.

#### **404.2 OMITTED**

404.3 The Contractor shall be responsible for detailed layout, all stakeout and grade control, and shall employ a registered engineer or a registered land surveyor for this purpose as may be necessary. The Owner will provide engineering and inspection.

404.4 The Contractor shall verify dimensions shown on the plans and if any inconsistencies or discrepancies should be noted on the Drawings and the Specifications, he/she shall immediately notify the Owner. The Contractor will be held responsible for any errors resulting from his/her failure to exercise the aforementioned precaution.

**CERTIFICATE OF COMPLIANCE WITH TAX LAWS**

I, \_\_\_\_\_ of \_\_\_\_\_, certify under  
*(principal)* *(corporation)*  
pains and penalties of perjury that said corporation has complied with all the laws of the State of Rhode Island and Providence Plantations relating to taxes.

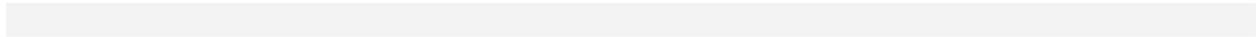
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax Identification Number

END OF SECTION



404.5 As soon as the Contract is executed, the Contractor shall order any materials necessary and not supplied by the Owner, submit construction schedules as hereinafter specified, and otherwise anticipate the Notice to Proceed. When the Owner gives the Notice to Proceed, the work of construction shall begin at the time stipulated therein and shall be completed within the Time for Completion specified.

404.6 It is the Contractor's responsibility to make his/her own investigation and related assumptions and to satisfy himself as to subsurface conditions and to insure that these are reflected in the prices bid. No change or extra to the price will be accepted due to subsurface conditions or utility locations.

The determination of location and subsequent maintenance and protection of existing subsurface and above ground utilities are the sole responsibility of the Contractor; claims resulting from damage to such by the Contractor will be settled by the Contractor at his/her expense in accordance with the Contract.

404.7 The Contractor shall, at his/her own expense, take out all necessary permits from the county, municipal, or other public authorities; shall give all notices required by law or ordinances; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the work covered by this Contract.

404.8 OMITTED

404.9 RESPONSIBILITY FOR SAFE STORAGE: The Contractor shall be responsible for the safe storage of all material furnished to or by him and accepted by him until it has been incorporated in the completed project.

#### 405.0 COMMUNICATIONS

405.1 All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

405.2 Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other offices as the Contractor may from time to time designate in writing to the Owner), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for translation, in each case addressed to such office.

405.3 All papers; required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the CITY OF PAWTUCKET, DEPARTMENT OF PUBLIC WORKS, 250 Armistice Boulevard, Pawtucket, Rhode Island, 02860; any notice to or demands upon the Owner shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Owner at such address, or to such other representative of the Owner or to such other address, as the Owner may subsequently specify in writing to the Contractor for such purpose.

405.4 Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing when the same should have been received in due course of post, or in the case of telegram) at the time of actual receipt, as the case may be.

#### 406.0 PARTIAL USE OF SITE IMPROVEMENTS

The Owner, at its elections may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected, and can be accepted as complying

with the Technical Specifications and if in its opinion, each such section is reasonably safe, fit and convenient, for the use and accommodation for which it was intended, provided;

406.1 The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

406.2 The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

406.3 The use of such sections shall in no way relieve the Contractor or his liability due to having used defective materials or to poor workmanship.

406.4 The period of guarantee shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

407.0 OMITTED

408.0 OMITTED

#### 409.0 EMPLOY SUFFICIENT LABOR AND EQUIPMENT

If, in the opinion of the Engineer, the Contractor is not employing sufficient labor or equipment to complete this contract within the time specified the Owner may, after giving written notice, require said Contractor to employ such additional labor and equipment as may be necessary to enable said work to progress properly.

410.0 OMITTED

#### 411.0 ACCESS TO WORK

The Owner and the Engineer, and their agents and employees may, for purposes already specified and for any other purpose, enter upon the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefor.

#### 412.0 TIME OF BEGINNING WORK

412.1 Except as herein provided, the Contractor shall commence work at such points as the Engineer may approve, within ten (10) days after the execution of this contract by the Owner.

412.2 Such time of starting may be postponed by written agreement between the Owner and the Contractor because of expected delays in receipt of materials and equipment, or if the season be unsuitable for commencement of the work, or because of other contingency clearly beyond the control or responsibility of the Contractor. Unless stipulated otherwise in said agreement, the Contractor shall commence work at such points as the Engineer may direct or approve, within 10 days after the receipt of a written order from the Owner to start work.

#### 413.0 PROVISIONS FOR TRAFFIC

413.1 The Contractor shall not close or obstruct any portion of a street without obtaining permits for from the proper municipal authorities. If any street or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Owner.

413.2 Streets, roads, private ways, and walks shall be maintained passable by the Contractor at his expense, and the Contractor shall assume full responsibility for the adequacy and safety

of provisions made. He shall conduct his construction operations such that interference with the flow of traffic will be held to a minimum.

413.3 The Contractor shall cooperate in every way possible with the municipal authorities maintaining a flow of traffic through the site. The Contractor shall notify the Pawtucket Fire Department when any street is to be closed regardless of the length of time or time of day.

413.4 All detours shall be signed and lighted as directed by the City of Pawtucket.

#### 414.0 COORDINATION WITH OUTSIDE PARTIES

414.1 The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. He shall at his own expense, wherever necessary or required, maintain fences, furnish watchmen, maintain lights and take such other precautions as may be necessary to protect life and property.

414.2 The Contractor shall take all responsibility for the protection of the work and for preventing injuries to persons and damage to property and utilities on or about the work. He shall not be relieved of his responsibility by any right of the City to give permission or issue orders relating to any part of the work, or by any such permission given or orders issued, or by failure of the Engineer to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the Owner on account of the amount of character of the work, or because nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather, elements or other causes. The Contractor shall assume the defense of all claims or whatsoever character against the Contractor of the Owner, and indemnify, save harmless and insure the Owner, its officers or agents, against all claims arising out of injury or damage to persons, corporation, or property, whether said claims are for unavoidable damage or not, and from all claims relating to labor and materials furnished for the work. The Contractor shall not be required to indemnify the Owner against damage or claims occasioned by acts of the Owner, except otherwise provided in the articles relative to patents and responsibilities.

#### 415.0 DELAY BY OWNER

The Owner may delay the beginning of the work or any part thereof, if the necessary lands or rights-of-way, or materials for such work shall not have been obtained. The Contractor shall have no claim for damages on account of such delay, but shall be entitled to so much additional time wherein to perform and complete this contract on his part as the City shall certify in writing to be just.

#### 416.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

#### 417.0 SAFETY AND HEALTH REGULATIONS

These construction documents, and the joint and several phases of construction hereby contemplated are to be governed, at all times by applicable provisions of the Federal law(s), including but not limited to, the latest amendments of the following:

- (1) Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596;

- (2) Part 1910 - Occupation Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;
- (3) Part 1518 - Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

In the event of any inconsistencies between the above laws and regulations and the provisions of these documents, the laws and regulations shall prevail.



**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:

\_\_\_\_\_

# 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 agreements or 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 14.1 of 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 projects.

The rates of pay set forth under this contract, are the minimum to be paid during the life of the Contract. It is therefore, the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

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  
Combined Single Limit not less than \$1,000,000 each occurrence for bodily Injury and property damage.
  - Independent Contractors;
  - Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations;
  - Products and Completed Operations;
  - Personal Injury (with employee exclusion deleted)
- b. Automobile Liability Insurance  
Combined Single Limit not less than \$1,000,000 each occurrence for bodily Injury and property damage including non-owned and/or hired vehicle coverage.

OR

Bodily Injury, per person, \$500,000/ Bodily Injury, \$1,000,000 per accident/  
Property Damage, \$500,000 per accident including non-owned and/or hired  
vehicle coverage.

- c. Workers' Compensation Insurance  
As required by the General Laws of Rhode Island.
  - Employers liability \$500,000

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

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 Issued for Bid**







WILLIAM STARCK ARCHITECTS, INC.

126 COVE STREET  
FALL RIVER, MASSACHUSETTS 02720  
10 DORRANCE STREET, SUITE 700  
PROVIDENCE, RI 02863  
T: 508.679.5733  
F: 508.672.8556  
WWW.STARCKARCHITECTS.COM

CITY HALL ROOF REPAIR DESIGN  
CITY OF PAWTUCKET  
137 ROOSEVELT AVENUE  
PAWTUCKET, RI 02860

REVISIONS:

SCALE: AS NOTED  
DATE: 05.08.15  
DRAWN BY: MJT/DJA  
JOB NUMBER: 152-14

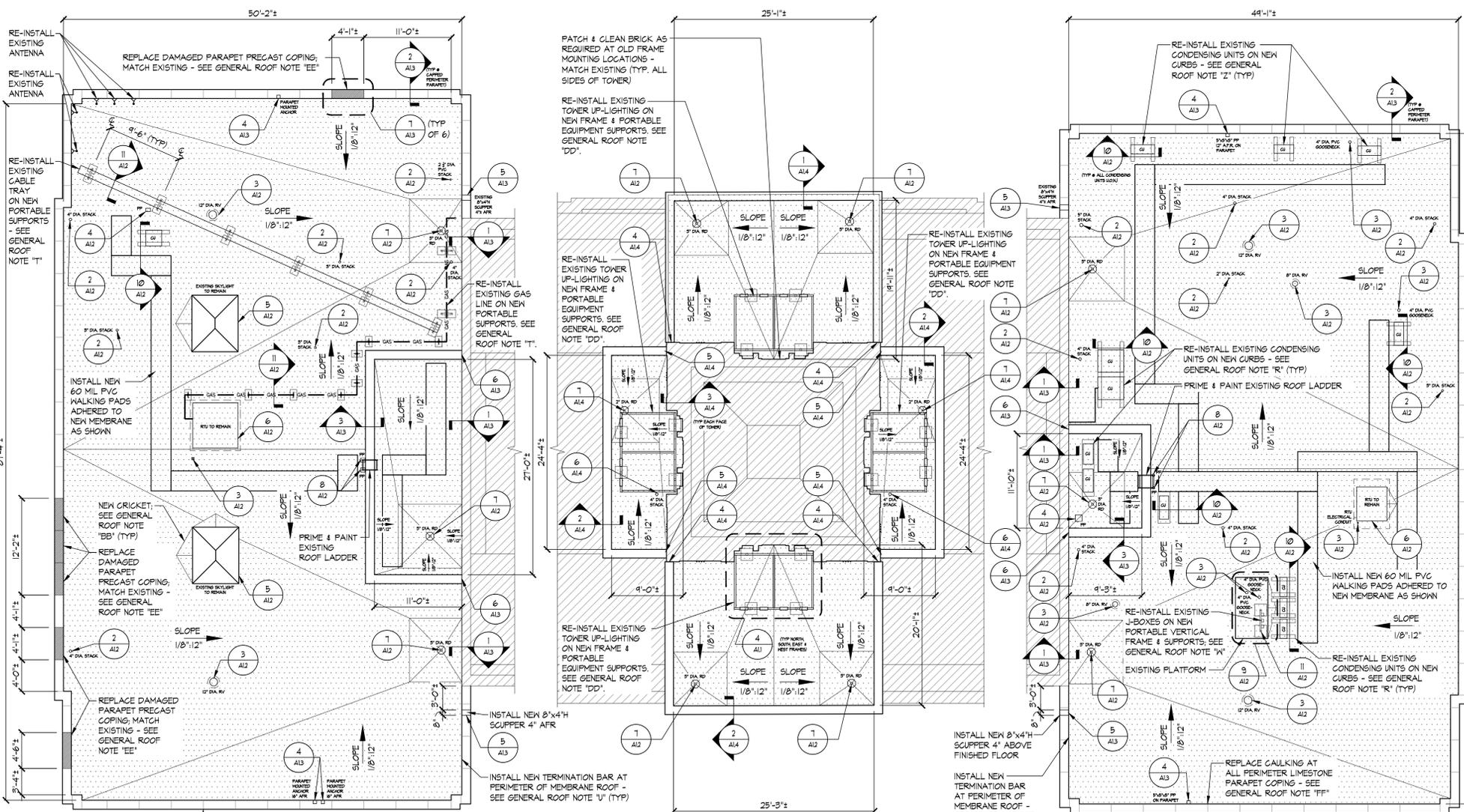
DRAWING NAME:  
ROOF PLAN,  
DETAILS AND NOTES

DRAWING NUMBER:

A1.1

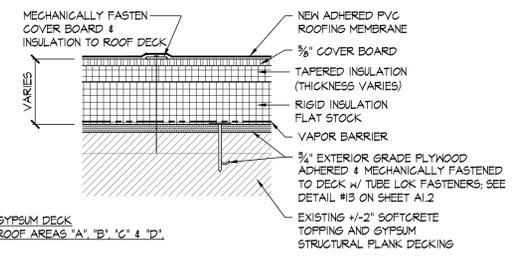
COMMENTS:  
ISSUED FOR BID

- GENERAL ROOF NOTES
- ROOF PLAN DIMENSIONS, CONFIGURATIONS, QUANTITIES, ETC. MAY NOT BE EXACT. CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS, DIMENSIONS AND QUANTITIES PRIOR TO SUBMITTING BID AND COMPENSATE FOR ANY DISCREPANCIES ON THE DRAWINGS. CONTRACTOR WILL NOT BE ALLOWED ADDITIONAL MONIES FOR WORK OBVIOUSLY INTENDED TO BE PART OF THESE CONTRACT DOCUMENTS.
  - REMOVE AND DISPOSE ALL ROOFTOP DEBRIS PRIOR TO COMMENCING WORK.
  - PRIOR TO THE WORK THERE SHALL BE A PRE-ROOFING CONFERENCE AMONG OWNER, ROOFING SUBCONTRACTOR, SYSTEM MANUFACTURER'S REPRESENTATIVE, RELATED WORK SUBCONTRACTORS, & THE G.C. THE MEETING SHALL BE COORDINATED WITH ENOUGH LEAD TIME FOR ALL TO ATTEND.
  - THE ROOFING SUBCONTRACTOR SHALL BE CERTIFIED BY THE ROOFING SYSTEM MANUFACTURER.
  - 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 FRAMES AND PREPARE SUBSTRATES PER MANUFACTURER'S RECOMMENDATIONS AND MINIMIZE BEAMS TO SHED WATER.
  - THE MANUFACTURER'S STANDARD DETAILS & 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.
  - THE WORK INCLUDES BUT IS NOT LIMITED TO: MEMBRANE INSTALLATION, MEMBRANE PENETRATIONS, FLASHINGS, ROOF DRAINS, INSULATION, COPINGS, AND PITCH POCKETS. MANUFACTURER SHALL PROVIDE THEIR WRITTEN CONFIRMATION OF ACCEPTANCE OF NEW ROOFING SYSTEM.
  - 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.
  - INSTALL ROOF INSULATION WITH TIGHTLY BUTTED JOINTS AND NEATLY FITTED AROUND ALL PENETRATIONS.
  - ALL WOOD BLOCKING IS TO BE PRESSURE TREATED (P.T.) AND ANCHORED TO THE ROOF STRUCTURE OR FASTENED WITH GALVANIZED NAILS. THICKNESS OF BLOCKING SHALL MATCH THAT OF INSULATION. COMPLY WITH ANY ADDITIONAL MANUFACTURER'S STANDARDS.
  - CONTRACTOR TO COORDINATE ALL FASTENER LENGTHS TO ENSURE THAT NO FASTENERS PENETRATE THROUGH TO THE UNDERSIDE OF THE STRUCTURAL DECKING.
  - APPROXIMATELY 1/8" DIAMETER BEAD OF SEALANT IS REQUIRED ON CUT EDGES OF REINFORCED PVC MEMBRANE.
  - FASTEN ALL METAL FLASHING TO WOOD NAILERS USING 1-1/2" MIN. RING SHANK NAILS SPACED 6" ON CENTER AND STAGGERED.
  - METAL FLASHING DECK FLANGE MUST BE TOTALLY COVERED BY PVC PRESSURE-SENSITIVE COVER STRIP WITH MINIMUM 2" COVERAGE PAST FASTENER HEADS.
  - APPLY PVC PRIMER TO METAL FLANGE AND MEMBRANE SURFACE PRIOR TO INSTALLING PVC PRESSURE-SENSITIVE COVER STRIP.
  - PIPE FLASHING - REMOVE ALL EXISTING FLASHING MATERIAL BEFORE INSTALLING FREE-MOLDED PIPE FLASHING.
  - 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 MEMBRANE/CUT-OFF SEALANT.
  - BEFORE REMOVING ANY ROOF PENETRATIONS AND EQUIPMENT, G.C. TO VERIFY THAT EQUIPMENT IS DISCONNECTED AND SAFE, DISCONNECT AND RECONNECT ALL MECHANICAL AND ELECTRICAL-RELATED EQUIPMENT AS NECESSARY FOR A COMPLETE AND PROPER INSTALLATION. PROVIDE NEW MATERIALS AS REQUIRED FOR A COMPLETE & PROPER INSTALLATION. PRIOR TO SUBMITTING BID, CONTRACTOR SHALL FIELD VERIFY ALL EXISTING MATERIALS & CONDITIONS (UNLESS OTHERWISE NOTED). MECHANICAL AND ELECTRICAL SUBCONTRACTORS- ADDITIONAL COSTS FOR REQUIRED WORK WILL NOT BE ALLOWED.
  - CONTRACTOR TO PROTECT AND MAINTAIN WEEP HOLES IN MASONRY FAÇADE TO ENSURE ADEQUATE DRAINAGE. WEEP HOLES ARE NOT TO BE COVERED BY NEW ROOFING SYSTEM.
  - CONTRACTOR SHALL ELEVATE ALL CABLES, CABLE TRAYS, TELECOMMUNICATION EQUIPMENT, CONDUIT, ETC. ON ROOFTOP DURING CONSTRUCTION. CONSULT ANY AND ALL APPLICABLE VENDORS OF OWNER PRIOR TO COMMENCING WITH THIS WORK. FIELD VERIFY PRIOR TO SUBMITTING BID.
  - IN GENERAL (UNLESS OTHERWISE NOTED HEREIN), AT ALL WALL FLASHINGS AND REGLETS, CONTRACTOR SHALL MAINTAIN EXISTING LEAD COATED COPPER FLASHINGS, RAKE AND CLEAN COMPROMISED JOINTS AND PROVIDE MORTAR, CAULKING AND SEALANTS IN ACCORDANCE WITH APPLICABLE INDUSTRY STANDARDS AND TO THE SATISFACTION OF THE ARCHITECT, AND AS REQUIRED FOR A COMPLETE AND PROPER INSTALLATION. FLASHING REQUIRING REPLACEMENT SHALL BE IDENTIFIED PRIOR TO SUBMITTING BID.
  - ALL EXISTING-TO-REMAIN MATERIALS SHALL BE MADE WATERTIGHT WITH APPROVED SEALANTS.
  - ALL ELECTRICAL / HVAC / PLUMBING WORK SHALL BE PERFORMED BY A RHODE ISLAND LICENSED ELECTRICAL / HVAC / PLUMBING CONTRACTOR.
  - ROOFTOP EQUIPMENT SHOWN ON ROOF PLAN IS EXISTING, UNLESS OTHERWISE NOTED.
  - AT ALL ROOFTOP UNITS, EXTEND UNITS TO MAINTAIN ROOFJUNT CLEARANCE OF 12" MINIMUM (FROM FINISH ROOF TO UNDERSIDE OF HOOD). AT ELECTRICALLY POWERED UNITS, MODIFY ELECTRICAL WIRING IN ACCORDANCE WITH PERTINENT CODES AND STANDARDS FOR A COMPLETE AND PROPER INSTALLATION. NEW ROOFING ASSEMBLY SHALL EXTEND UP AND OVER EACH CURB ASSEMBLY AND SHALL BE SECURED IN-PLACE AT INSIDE OF CURB. ENGAGE THE SERVICES OF A LICENSED AND LICENSED ELECTRICAL CONTRACTOR TO DISCONNECT AND RECONNECT ALL ELECTRICAL-RELATED WORK. REINSTALL ROOFTOP UNIT AND ENSURE THAT UNIT IS FUNCTIONING PROPERLY, AND PROVIDE ARCHITECT WITH WRITTEN CERTIFICATION OF SAME.
  - ALL VOIDS (OPENINGS) ENCOUNTERED IN EXISTING ROOF DECKS - GYPSUM STRUCTURAL PANEL DECK, PATCH EXISTING GYPSUM PANEL AS REQUIRED WITH GYPSUM CONCRETE PATCH MATERIAL. PATCH EXISTING GYPSUM PANEL AS REQUIRED WITH GYPSUM CONCRETE PATCH MATERIAL. COVER ENTIRE DECK WITH 3/4" EXTERIOR GRADE PLYWOOD ADHERED AND SECURED WITH TUBE LOCK FASTENERS AS SHOWN ON DWG 13/A12. COVER IN-PLACE CONCRETE DECK, COVER VOID WITH 3/4" EXTERIOR GRADE PLYWOOD OVERLAPPING VOID BY 2" MIN. AND PROPERLY SECURED IN PLACE PRIOR TO INSTALLING NEW BASE LAYER OF INSULATION.
  - AA. ALL SUMP'S AT ROOF DRAINS SHALL BE 4"x4" (UNLESS OTHERWISE NOTED) WITH A 4-WAY PITCH TO NEW ROOF DRAIN ASSEMBLY.
  - BB. PROVIDE CRICKETS AS SHOWN OR AS REQUIRED PER ROOF MEMBRANE MANUFACTURER. MINIMUM CRICKET TAPER SHALL BE 1/2" FT. MINIMUM.
  - CC. AT ALL LOCATIONS INDICATED ON THE ROOF PLAN, REMOVE AND DISPOSE EXISTING ROOF DRAIN ASSEMBLIES. PROVIDE NEW "RETROFIT" ROOF DRAIN ASSEMBLIES TO SUIT NEW ROOFING ASSEMBLY AND EXISTING ROOF LEADER DIMENSIONS-FIELD VERIFY ALL CONDITIONS AND SIZES.
  - DD. CONTRACTOR TO FABRICATE NEW GALVANIZED METAL UNISTRUT FRAME FOR EXISTING TOWER UP-LIGHTING. SEAL, PATCH AND REPAIR ALL WALL/ROOF PENETRATIONS FROM OLD MOUNTING POINTS. DO NOT COVER/SEAL ANY EXISTING WEEP HOLES.
  - EE. CONTRACTOR TO REPLACE IDENTIFIED PRECAST PARAPET CAPS AS REQUIRED. MATCH NEW PRECAST TO EXISTING. SEE REPLACEMENT DETAIL #1 ON SHEET A-13.
  - FF. CONTRACTOR TO REPLACE CAULKING IN ACCORDANCE WITH INDUSTRY STANDARDS AT ALL JOINTS THAT ARE FAILING AT PERIMETER LIMESTONE PARAPET CAPS AND FLASHINGS.
  - GG. NEW ROOFING SYSTEM SHALL NOT COVER EXISTING FLASHINGS, WEEPHOLES, OR DRAINAGE POINTS. CONTRACTOR SHALL CONSULT WITH ARCHITECT IF ENCOUNTERING ANY ISSUES.
  - HH. PROVIDE NON-FERROUS MEMBRANE BETWEEN DIFFERENT METAL TYPES.

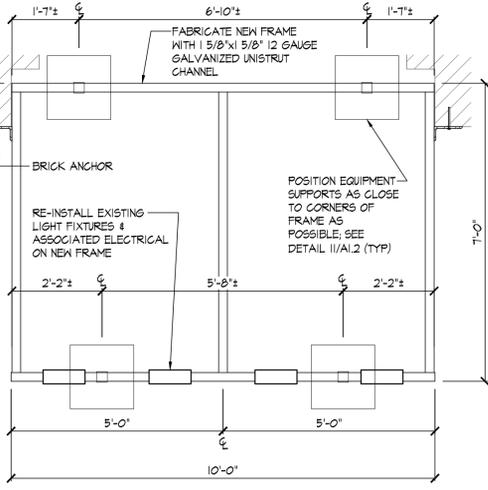
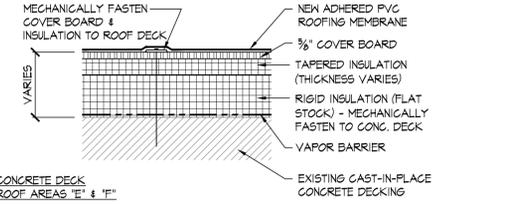


1 ROOF PLAN  
SCALE: 1/8" = 1'-0"

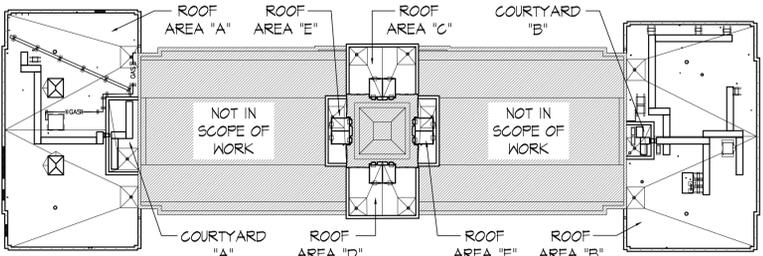
- TYP. NOTES:
- COVERBOARD AND INSULATION TO BE MECHANICALLY FASTENED TO ROOF DECK. MEMBRANE TO BE ADHERED.
  - STRUCTURAL ROOF DECK AT FIRE STATION (ROOF AREA 'A'), POLICE STATION (ROOF AREA 'B'), AND ROOF AREAS EAST AND WEST OF THE TOWER (ROOF AREA 'C' & 'D') IS GYPSUM PLANK - SEE DETAIL 13/A12 FOR FASTENING METHOD.
  - STRUCTURAL ROOF DECK AT PERIMETER OF TOWER (ROOF AREAS 'E' & 'F') IS CAST-IN-PLACE CONCRETE - USE TRADITIONAL CONCRETE FASTENERS.
  - FASTENERS SHALL NOT PENETRATE THROUGH TO INTERIOR FACE OF ROOF DECK - CONTRACTOR TO FIELD VERIFY FASTENER LENGTH BASED ON DECK THICKNESS.



3 TYPICAL "NEW" ROOF ASSEMBLY  
SCALE: 1/2" = 1'-0"



4 NEW FRAME @ TOWER UP-LIGHTING  
SCALE: 1/2" = 1'-0" (TYP. OF 4)



2 KEY PLAN  
SCALE: N.T.S.





WILLIAM STARCK ARCHITECTS, INC.

126 COVE STREET  
FALL RIVER, MASSACHUSETTS 02720  
10 DORRANCE STREET, SUITE 700  
PROVIDENCE, RI 02863  
T: 508.679.5733  
F: 508.672.8556  
WWW.STARCKARCHITECTS.COM

CITY HALL ROOF REPAIR DESIGN  
CITY OF PAWTUCKET  
137 ROOSEVELT AVENUE  
PAWTUCKET, RI 02860

REVISIONS:

SCALE: AS NOTED  
DATE: 05.08.15

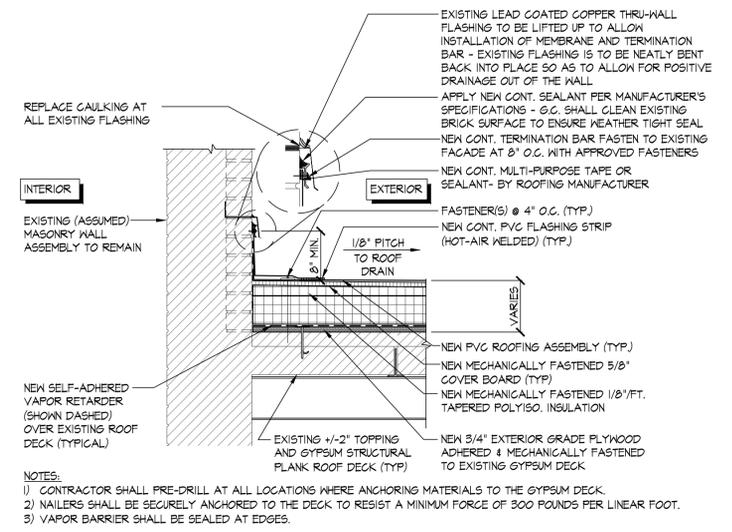
DRAWN BY: MJT/DJA  
JOB NUMBER: 152-14

DRAWING NAME:  
**PLAN & SECTION  
DETAILS (CONTINUED)**

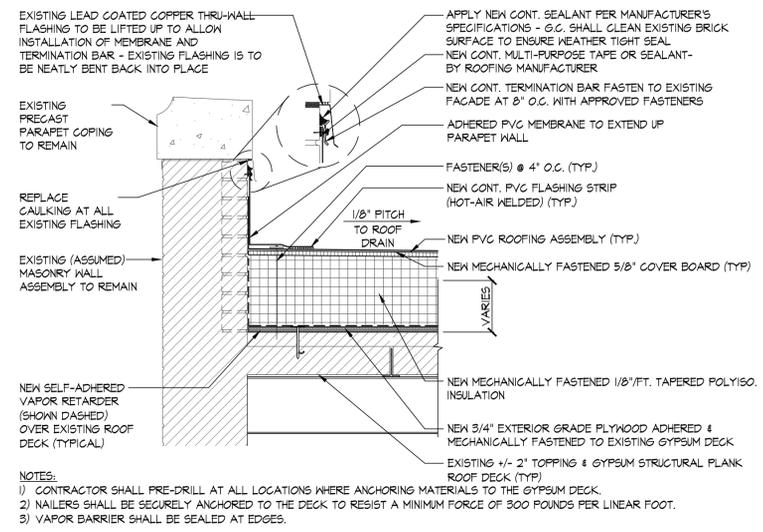
DRAWING NUMBER:

**A1.3**

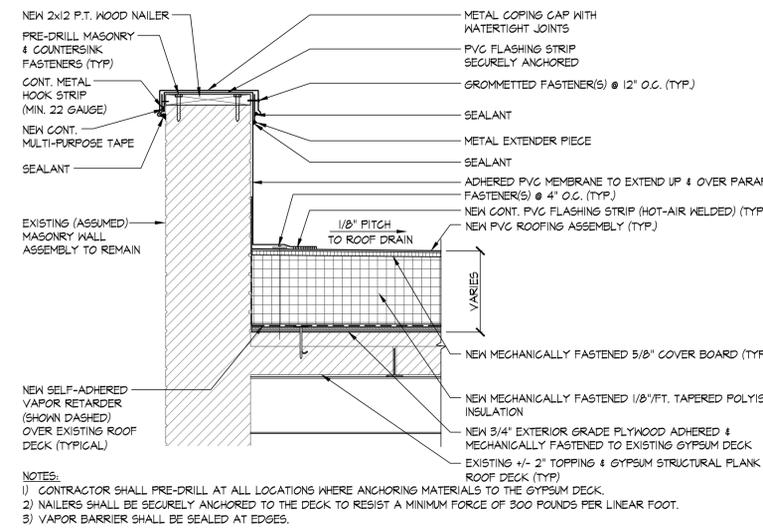
COMMENTS:  
**ISSUED FOR BID**



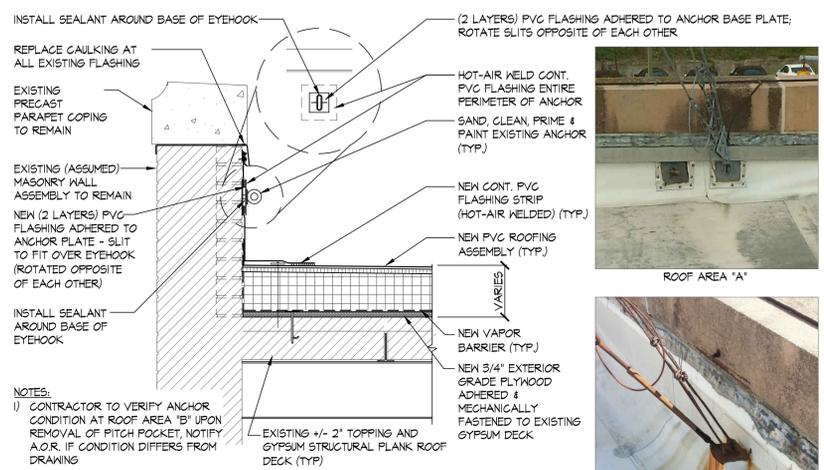
1 TYP. FLASHING DETAIL @ MASONRY WALL - ROOF "A" & "B"  
SCALE: 1" = 1'-0"



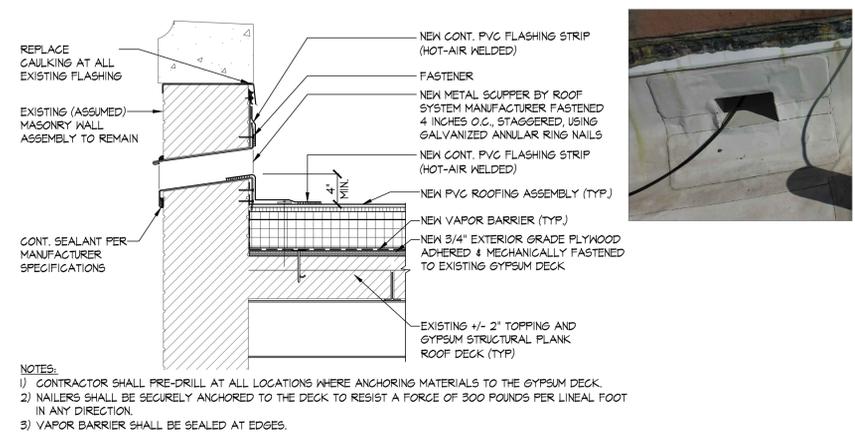
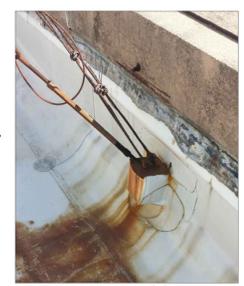
2 TYP. FLASHING DETAIL @ PARAPET - ROOF "A" & "B"  
SCALE: 1" = 1'-0"



3 TYP. FLASHING DETAIL @ PARAPET - COURTYARD "A" & "B"  
SCALE: 1" = 1'-0"



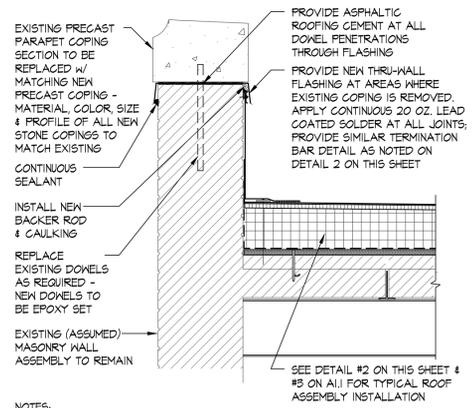
4 FLASHING DETAIL @ PARAPET WALL-MOUNTED ANCHOR - ROOF "A" & "B"  
SCALE: 1" = 1'-0"



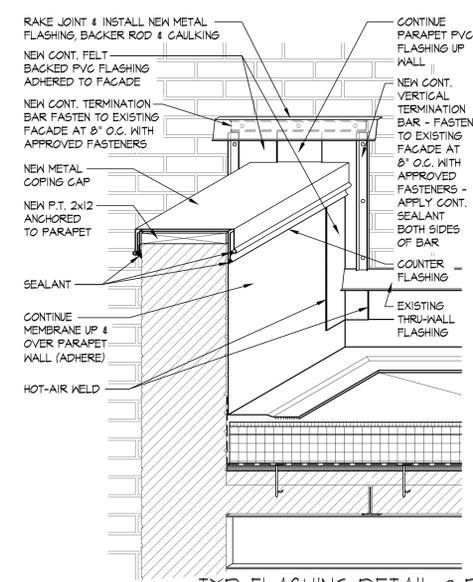
5 THRU-WALL SCUPPER DETAIL - ROOF "A" & "B"  
SCALE: 1" = 1'-0"



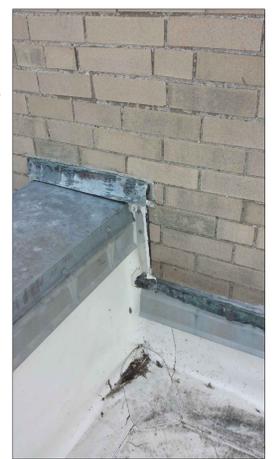
DAMAGED COPING SECTION TO BE REMOVED, SEE DWG A1.1 FOR LOCATIONS & QUANTITY



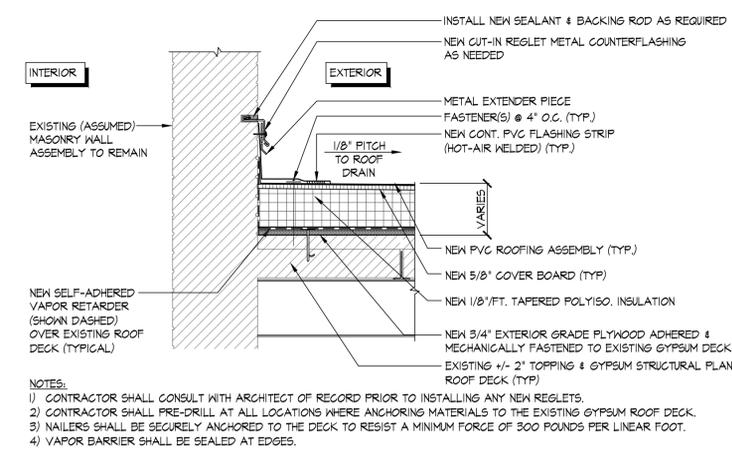
7 TYP. STONE CAP REPLACEMENT DETAIL @ PARAPET - ROOF "A"  
SCALE: 1" = 1'-0"



6 TYP. FLASHING DETAIL @ PARAPET - WALL INTERSECTION - COURTYARD "A" & "B"  
SCALE: 1" = 1'-0"

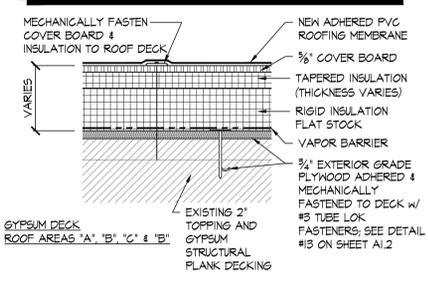


NOTE: SEE DETAIL # 3 ON THIS SHEET FOR ADDITIONAL INFORMATION



8 REGLET DETAIL - AS NEEDED - ROOF "A" & "B"  
SCALE: 1" = 1'-0"

TYP. NOTES:  
• NEW ROOFING SYSTEM SHALL NOT COVER EXISTING THRU-WALL FLASHINGS, KEEP HOLES OR DRAINAGE POINTS. CONTRACTOR SHALL CONTACT ARCHITECT REGARDING ANY ISSUES.  
• FASTENERS SHALL NOT PENETRATE THROUGH TO INTERIOR FACE OF ROOF DECK - CONTRACTOR TO FIELD VERIFY FASTENER LENGTH BASED ON DECK THICKNESS

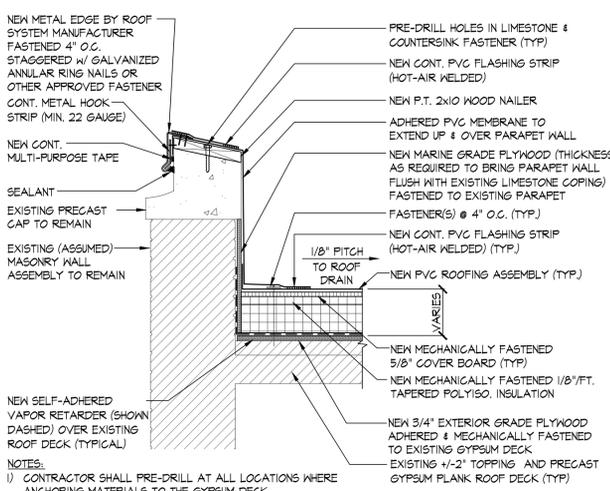


9 TYPICAL "NEW" ROOF ASSEMBLY  
SCALE: 1/2" = 1'-0"

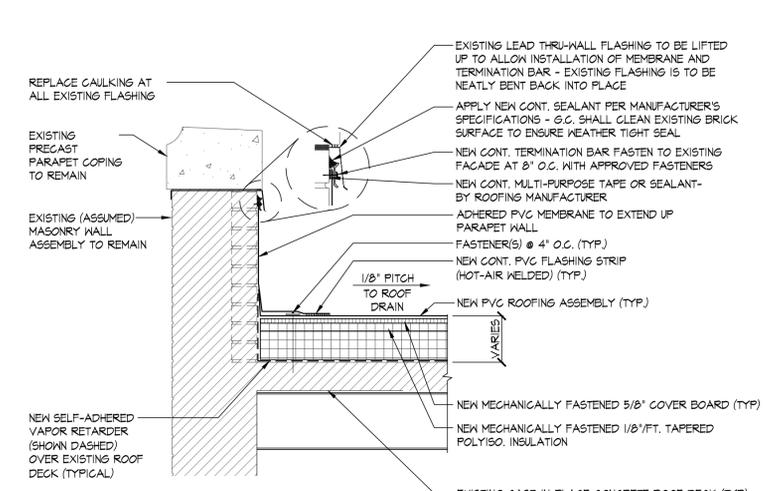


WILLIAM STARCK ARCHITECTS, INC.

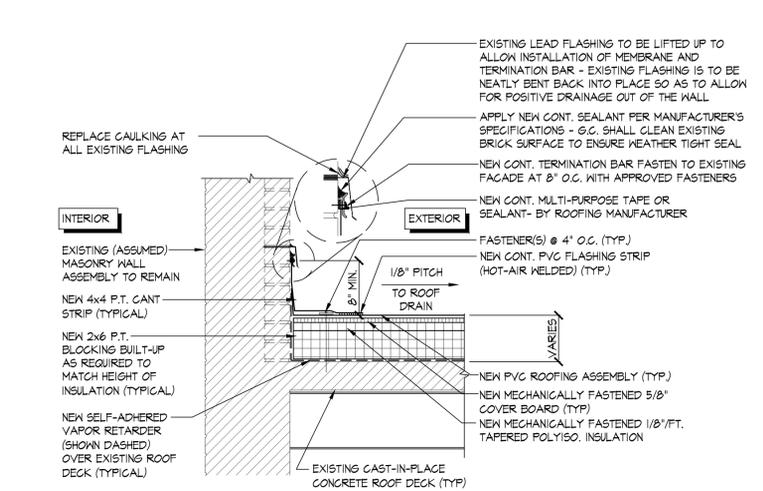
126 COVE STREET  
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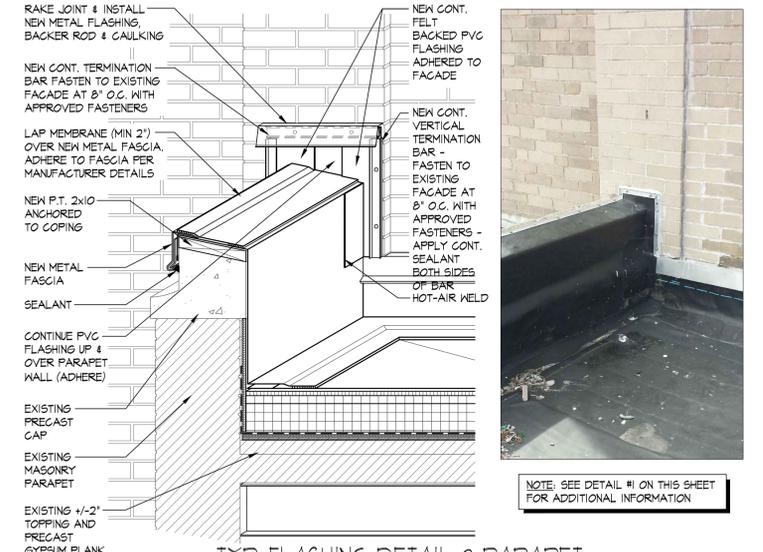
1 TYP. FLASHING DETAIL @ PARAPET - ROOF "C"  
SCALE: 1" = 1'-0"



2 TYP. FLASHING DETAIL @ PARAPET - ROOF "E" & "F"  
SCALE: 1" = 1'-0"



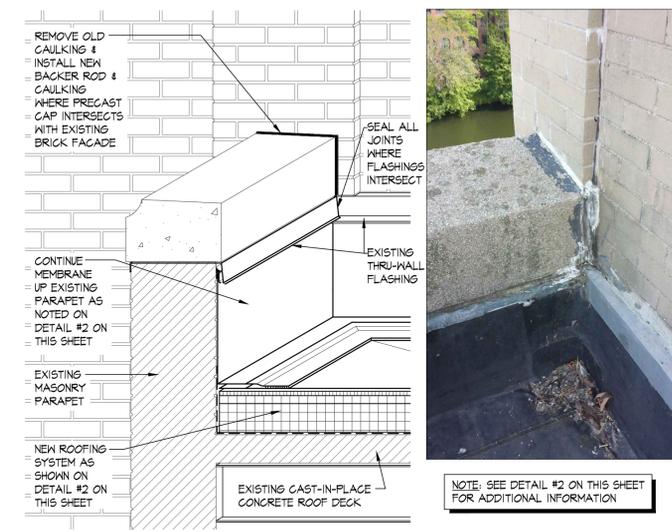
3 TYP. FLASHING DETAIL @ MASONRY WALL - ROOF "E" & "F"  
SCALE: 1" = 1'-0"



4 TYP. FLASHING DETAIL @ PARAPET - WALL INTERSECTION - ROOF "C"  
SCALE: 1" = 1'-0"



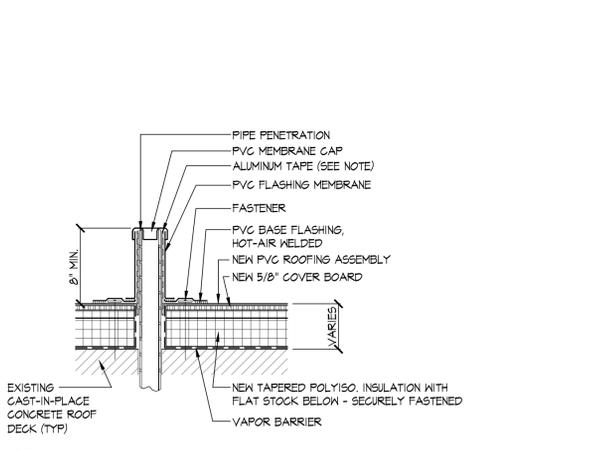
NOTE: SEE DETAIL #4 ON THIS SHEET FOR ADDITIONAL INFORMATION



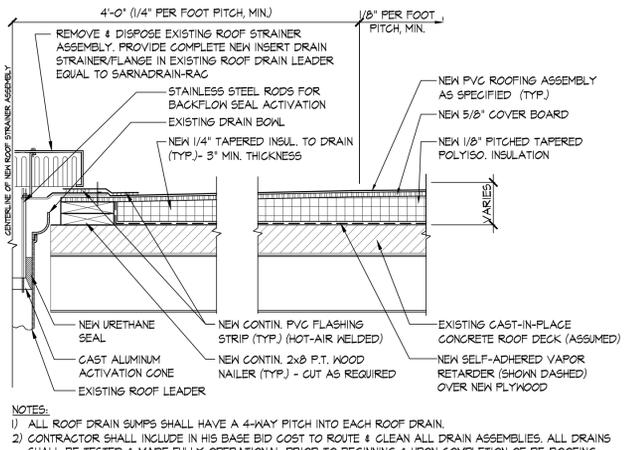
5 TYP. DETAIL @ PARAPET - WALL INTERSECTION - ROOF "E" & "F"  
SCALE: 1" = 1'-0" (ROOF "A" & "B" SIMILAR)



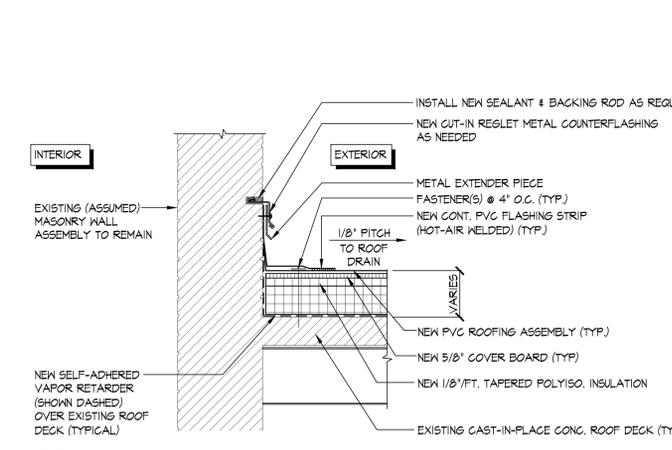
NOTE: SEE DETAIL #2 ON THIS SHEET FOR ADDITIONAL INFORMATION



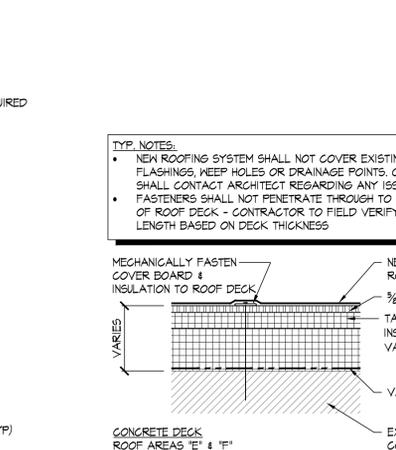
6 TYP. VENT STACK DETAIL  
SCALE: 1" = 1'-0"



7 TYP. ROOF DRAIN DETAIL  
SCALE: 1" = 1'-0"



8 REGLET DETAIL - AS NEEDED - ROOF "E" & "F"  
SCALE: 1" = 1'-0"



9 TYPICAL "NEW" ROOF ASSEMBLY  
SCALE: 1 1/2" = 1'-0"

CITY HALL ROOF REPAIR DESIGN  
CITY OF PAWTUCKET  
137 ROOSEVELT AVENUE  
PAWTUCKET, RI 02860

REVISIONS table with columns for description, date, and initials.

SCALE: AS NOTED  
DATE: 05.08.15  
DRAWN BY: MJT/DJA  
JOB NUMBER: 152-14

DRAWING NAME: PLAN & SECTION DETAILS (CONTINUED)

DRAWING NUMBER:

A1.4

COMMENTS:  
ISSUED FOR BID

## **Appendix D**

### **Technical Specifications Issued for Bid**

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BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

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Supplemental General Conditions .....	5
List of Drawings .....	1

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Section 01200	Scheduling .....	3
Section 01300	Submittals – Shop Drawings, Product Data, and Samples .....	4
Section 01330	Submittal Procedures .....	1
Section 01400	Quality Requirements .....	1
Section 01500	Temporary Facilities .....	2
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DIVISION 2 - SITE CONSTRUCTION

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Section 07800      Roof Accessories ..... 4  
Section 07900      Joint Sealers ..... 1

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## ADDITIONAL 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:
  - A. Refer to City of Pawtucket Document "1.0- Bid/Solicitation Information Document"
- 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 submitted as noted in City of Pawtucket Document "8.0-Proposal Content and Organization"
- 3.5 Date and time for receipt of bids is set forth in City of Pawtucket Document "1.0 - Bid/Solicitation Information Document"
- 3.6 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidders.

### 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<sup>®</sup> Document A201<sup>™</sup> - 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)

« »  
« »

### ADDITIONS AND DELETIONS:

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

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

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- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
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- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
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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.

**§ 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

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.

### **§ 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

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, The 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

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.

### **§ 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

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.

### **§ 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.

#### § 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.

§ 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

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

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

.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.

## **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.

§ 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;

- .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,

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

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.

**§ 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.

**§ 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

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

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

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.

**§ 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.

### **§ 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;

- 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.

§ 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.

### **§ 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.

**§ 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

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.

## SUPPLEMENTAL GENERAL CONDITIONS

The AIA Document A201 (2007 ed.), together with these Supplemental General Conditions, City of Pawtucket Supplemental Conditions and City of Pawtucket Special 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.

Add a new Paragraph 2.4 – Owner’s Right to Stop the Work Due to Inclement Weather.

2.4.1 The City of Pawtucket (the Owner), may at its sole discretion, agree to suspend work if weather conditions prevent the work from progressing in a satisfactory manner.

The contractor shall not be entitled to extra compensation for any reasons if the work is suspended by the City of Pawtucket for the reasons stated above.

### 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 75 calendar days and final completion 15 days thereafter, for a total completion time of 90 calendar days .

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 July 30<sup>th</sup>, 2015.

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 an amount of **TWO HUNDRED FIFTY DOLLARS (\$250.00)** per day, which sum is agreed upon not as a penalty, but as fixed and liquidated damages, said damages shall be deducted from any other monies due or to become due to the contractor, and in case such damages exceed the amount of all monies

due or to become due, the Contractor or his Surety shall pay the balance to the Owner.

8.4.4 It is the Bidders' responsibility to anticipate and include, in their bid, allowances for normal weather conditions as necessary to complete the work. No claim for extra compensation or extension of time will be allowed on account of the contractor's failure to allow for normal seasonal weather conditions.

Add a new Paragraph 8.5 – Working Hours/Days.

8.5.1 Regular working hours are between 7:30 a.m. and 10:00 p.m., Monday through Friday. If the Contractor finds it necessary to work other than regular working hours, he must obtain a written approval in advance from the Department of Public Works.

8.5.2 Days which the City is closed because of holidays will also be a day of non-work for the general contractor.

8.5.3 If necessary to complete work on nights or weekends, Contractor shall inform the Owner 72 hours in advance of night or weekend to allow time for supervisory personnel.

## ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

Sub-Paragraph 10.1 – Modify the first line of the first sentence by adding “and shall comply with all applicable laws, ordinances, rules and regulations concerning safety of people and the protection of property.” to the section.

Sub-Paragraph 10.2.5 – Modify the first line of the section by adding “at his own expense, with new any item, surface, or object” after the word “loss”.

Add a new Sub-Paragraph 10.3 – Repair of Site and Building Conditions

10.3.1. Site and building conditions shall be restored to their condition at the start of the Work. Before commencing work, the Contractor shall report any existing damage to the Architect in writing to assure that the Contractor will not be liable for preexisting damage.

## ARTICLE 11 - INSURANCE AND BONDS

Refer to City of Pawtucket RFP Section 5.0 “Insurance” and 7.0 “Additional Insurance Requirements”

Refer to Appendix B “City of Pawtucket General Terms and Conditions of Purchase”

Delete sub-paragraph 11.3 in its entirety

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.

11.5.2 The Contractor shall provide the Owner with a Performance Bond and a Payment Bond in the form provided, executed by a surety company licensed by the State of Rhode Island's Division of Insurance. Each such bond shall be in the amount of the Contract price.

**ADDITIONAL ITEMS:**

1. GENERAL

- A. Modifications and Additions – Where Contract Documents refer to General Conditions, such reference shall be interpreted to include Addendum to General Conditions.
- B. Where contract documents refer to “architect”, such reference shall be interpreted to be architect or architects consulting engineer.

2. CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

- A. If conflicts or discrepancies occur in the Contract Documents, interpretations will be based on the following priorities:
  - i. Awarding Authority-Contractor Agreement
  - ii. Addenda, with those of later date having precedence over those of earlier date
  - iii. The Supplementary Conditions
  - iv. The General Conditions of the Contract for Construction
  - v. Drawings and Specifications
- B. For an inconsistency between the Drawings and Specifications or within either Document not clarified by Addendum, the better quality or greatly quantity of work shall be provided according the Architect's interpretation.

3. MINIMUM RATES OF PAY

- A. Refer to City of Pawtucket RFP Section 4.2.3

4. VISIT TO THE SITE

- A. Each bidder is to visit the site, view the existing areas and acquaint himself with all of the conditions under which the work is to be performed. Failure of the Contractor to acquaint himself with all the conditions involved will not relieve him from fulfilling the Contract in all its details.

5. CONDUCT OF THE WORK

- A. During the progress of the Work, the Contractor shall so conduct his work that as little inconvenience as possible is caused to the occupants. At the close of the work each day, the Contractor shall pick up and stow all equipment and miscellaneous material leaving the site in a neat and safe condition.

6. SIGNS

- A. No signs except for safety signs will be allowed to be displayed on the site or on the building.

7. DRAWINGS

- A. Architectural drawings shall have precedence over all other drawings. Architect shall make final decision when precedence is questioned.
- B. All work drawn on Plans and not specified, or all work specified and not drawn are part of

Contract Work required to be completed and are to be executed as fully as if described in both of these ways. Only work specifically noted in the following manner shall be considered as not being in the contract.

“...by Owner”

“...NIC” (Not In Contract)

- C. If, after examination of Contract Drawings and Specifications, or after a visit to the premises, any discrepancies, omissions, ambiguities, or conflicts are found in or about Contract Documents or there is doubt as to their meaning, Architect is to be notified at the earliest possible date prior to the Bid Opening. Where information sought is not clearly indicated or specified, the Architect shall issue an addendum to the Bidders clarifying conditions. The addendum shall become part of the Contract Documents. Neither the Owner nor the Architect shall be responsible for any oral instructions.
- D. If there are two ways and/or instruction in drawings and/or specifications, it shall be assumed that the Contractor has based his base bid price on the most expensive way.
- E. If duplication is shown on drawings and/or specifications of work by more than one trade, Architect shall determine which trade shall complete the work and rebate shall be provided from the other trades to Owner.
- F. Excerpts From Chapter 1 to 6 of Title of the General Laws of Rhode Island 1956
  - vi. The attentions of the General Contractor is hereby directed to excerpts from Chapters 1 to 6 of title 7 of the General Laws of Rhode Island 1956 relative to the conditions precedent, etc. to carrying on business within the State for Foreign Corporations.
  - vii. The certificate and power of attorney mentioned in the General Corporations Law, properly filled out, subscribed and sworn to and accompanied by a certified copy of the charter, articles or association, or other similar organization papers, together with all amendments, must be filed in the Office of the Secretary by all foreign corporations intending to carry on business within this State , or for a foreign corporation to enforce in the courts of this State any Contract made within the State.
  - viii. Detailed information regarding Chapters 1 to 6 of Title 7 of the General Laws of Rhode Island, 1956, relative to the conditions precedent, etc., to carrying on business with the State for Foreign Corporations may be obtained from the Secretary of State, State House, Smith Street, Providence, Rhode Island.

## 8. CONTRACTOR'S AGREEMENT

- A. During the performance of this contract, the Contractor agrees to comply with all provisions of Executive Order 11246, as amended, relative to the Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor.
- B. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled.

## 9. NOTICE OF EQUAL OPPORTUNITY

- A. The Bidder's attention is directed to the fact that it will be required to comply with the State's equal opportunity employment, employment of the handicapped, age discrimination, and

provide a certificate of non-segregated facilities in accordance with Appendix A- General Conditions of Purchase of the State of Rhode Island Procurement Regulations.

- B. This Contractor shall also comply with the applicable requirements of R.I. Gen Laws Section 37-14.1-1 and 37-14.1-8 relating to Minority Business Enterprise and all rules and regulations promulgated thereunder.

#### 10. TAXES

- A. The Awarding Authority is exempt from payment of the Rhode Island Sales Tax. The Contractor will be provided a Certificate of exemption number at the preconstruction conference.

#### 11. PERMITS AND FEES

- A. Bidders' attention is directed to SECTION 01720 – Permits and Fees requiring the Contractor to apply for, obtain and pay for all required permits and fees (excluding any portion of the Permit Fee assessed by the City of Pawtucket) and shall schedule all inspections required by State & Local Agencies.

**END OF SECTION**

## LIST OF DRAWINGS

All Drawings are dated  
May 18, 2015

Sheet No.      Drawing Title

### GENERAL

G1.1            INFORMATION AND CODE SUMMARY

### ARCHITECTURAL

AD1.1          ROOF DEMOLITION PLAN AND NOTES  
A1.1            ROOF PLAN, DETAILS AND NOTES  
A1.2            PLAN & SECTION DETAILS  
A1.3            PLAN & SECTION DETAILS (CONTINUED)  
A1.4            PLAN & SECTION DETAILS (CONTINUED)

**END**

## SECTION 01012

### CONTRACTOR'S USE OF THE PREMISES

#### PART 1 – GENERAL

##### 1.01 DESCRIPTION:

- A. Work Included: This Section applies to situations in which the Contractor or his representatives including, but not necessarily limited to, suppliers, subcontractors, employees, and field engineers, enter upon the Owner's property.
- B. Related Work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and sections of Division 1 of these specifications.

##### 1.02 QUALITY ASSURANCE:

- A. Promptly, upon award of the Contract, notify all pertinent personnel regarding requirements of this Section.
- B. Require that all personnel who will enter upon the Owner's property certify their awareness of and familiarity with the requirements of this Section.
- C. The Prime Contractor and his subcontractors shall wear an appropriate form of identification, whether it be a photo ID, shirt or jacket with company logo, etc.
- D. The Prime Contractor and his subcontractors shall park their personal vehicles in appropriate locations off the Owner's site. One company vehicle of the prime contractor may be parked on the site at any time unless otherwise authorized in writing, by the Owner.

##### 1.03 SUBMITTALS:

- A. Contractor to prepare and submit for approval by the Architect and Owner a staging plan indicating location, dates and duration of any proposed mobilization or project required items, including but not limited to: dumpsters, material staging areas, cranes, generators, water storage tanks, portable toilet facilities, etc.
- B. Maintain an accurate record of the names and identification of all persons entering upon the Owner's property in connection with the work of this Contract, including times of entering and times of leaving, and submit a copy of the record to the Owner daily.

##### 1.04 TRANSPORTATION FACILITIES:

- A. Truck and equipment access:
  - 1. To avoid traffic conflict with vehicles of the Owner's employees and customers, and to avoid over-loading of streets and driveways elsewhere on the Owner's property, limit the access of trucks and equipment to the route provided by or directed by the Owner.
  - 2. Provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site.

B. Contractor's Vehicles:

1. Contractor's vehicles, vehicles belonging to employees of the Contractor, and all other vehicles entering the Owner's property in performance of the work of the Contract, shall use only the access route provided by or directed by the Owner.
2. Do not permit such vehicles to park on any street or other area of the Owner's property except in the areas directed or provided by the Owner.
3. Contractor shall assume sole responsibility for all parking and traffic violation of employees, subcontractors, suppliers, etc.

1.05 SECURITY:

- A. Restrict the access of all persons entering upon the Owner's property in connection with the work to an Access Route authorized by the Owner.

1.06 GENERAL:

- A. Contain operations at site to areas permitted by:

1. Law
2. Ordinances
3. Owner
4. Contract Documents

- B. Do not unreasonably encumber site with materials or equipment.

- C. Do not load the building or building components with weight that will endanger the structures.**

- D. Assume full responsibility for protection and safekeeping of products stored on premises.

- E. Move any stored products which interfere with operations of Owner or other Contractor.

- F. Obtain and pay for use of additional storage or work areas needed for operations.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

END OF SECTION

## **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 Contractor's failure to properly estimate 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.
- d. The building will remain occupied for the duration of the project. Contractor to plan and schedule work accordingly so as not to interfere with the day to day operations of the building as well as the day to day operations of the Life Safety (Police and Fire) operations.

**END OF SECTION**

## SECTION 01020

### PROJECT ALLOWANCES

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Intent: To provide adequate budget and bonding to cover items not precisely determined by the Owner prior to bidding. Allow within the proposed Contract Sum the amounts described below. Project Allowance shall be included in the Bid Price.
- B. Entire Project Allowance and/or portions of any Project Allowances may be deleted to lower the Base Bid Price prior to Award of Contract and/or after Award of Contract.
- C. Related Work:
  - 1. Documents affecting work of this section including but not necessarily limited to General Conditions, Supplemental Conditions, and sections in Division 1 of these Specifications. Any unused portion of the following "Project Allowances" shall be refunded to the Owner upon final completion of the project.
  - 2. Other provisions concerning Project Allowances may also be stated in other Sections of these specifications.
  - 3. Contractor shall submit original receipts and complete time and materials break-down for all Project Allowance items.

##### 1.02 SPECIFIC PROJECT CONTINGENCY ALLOWANCE:

- A. Structural Deck Repair/Replacement Allowance:
  - 1. Allow the sum of Seventy Five Thousand Dollars (\$75,000) for repairs to or the replacement of the existing structural concrete plank or precast gypsum plank roof decks. Written authorization from the Owner/Architect is required prior to commencing with any repair or replacement of any structural deck.

##### 1.03 SPECIFIC UNIT COST ALLOWANCE:

- A. Patching of Existing Structural Gypsum Pre-Cast Plank Allowance – Refer to Deck Preparation description in Specification Section 07540
  - 1. Contractor to provide Unit Cost for the patching and repairing of any spalling deck surfaces up to a total area of One Thousand (1,000) square feet. For the purposes of this section, a unit shall consist of ten square feet with an assumed maximum depth of two inches.
- B. Repair/Replacement of Existing Lightweight Concrete Topping Allowance – Refer to Deck Preparation description in Specification Section 07540
  - 1. Contractor to provide Unit Cost for the patching and repairing of any loose or spalling or missing reinforced lightweight concrete surfaces up to a total area of One Thousand

(1,000) square feet at Two inches of thickness. For the purposes of this section, a unit shall consist of ten square feet with an assumed maximum depth of two inches.

1.04 GENERAL

A. Adjustment of Costs:

1. Should actual purchase cost be more than specified amount of allowance, the Contract Sum will be adjusted by Change Order, equal to the amount of the difference.
2. Contractor shall include in the Base Bid, the full amount of allowances whether or not any Bid Alternate is implemented.
3. Any allowance amount or unused portion of each allowance amount shall be refunded to the Owner at any time after the Award of Contract and/or throughout the Construction Phase at Owner and Architect discretion.
4. Utilization of each and any project allowance shall be via written authorization of the Owner and/or Architect.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

END OF SECTION

## SECTION 01100

### SUMMARY

#### PART 1 - GENERAL

##### 1.01 SUMMARY

A. Project Identification: Roof Replacement for:

City Hall – Fire Station, Police Station, and Tower Roof surfaces  
137 Roosevelt Avenue  
Pawtucket, Rhode Island

B. Project Summary:

Remove and dispose of the existing roofing systems (exposing the existing structural roof deck) at the Fire Station, Police Station, and four adjacent roof surfaces around the tower. All demolition and disposal is to comply with the abatement plan included in Appendix G of these specifications for the removal of the asbestos containing black sealer/mopped asphalt. Patch and repair the existing structural roof deck and lightweight concrete topping as required and install a new 3/4" marine grade plywood (adhered and fastened) over the existing gypsum roof deck (as noted on the drawings). Install a new PVC roofing assembly over the existing structural roof deck.

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. Refer to SECTION 01720 – Permits and Fees
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. 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 01200

### SCHEDULING

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION:

- A. Work Included: To assure adequate planning and execution of the work so that the work is completed within the number of calendar days allowed in the Contract, and to assist the Architect in appraising the reasonableness of the proposed schedule and in evaluating progress of the work, prepare and maintain the schedules and reports described in this section.
- B. Related Work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplemental General Conditions, and Sections in Division 1 of these Specifications.
  - 2. Requirements for Progress Schedule: General Conditions.
  - 3. Working Hours: Refer to Supplemental General Conditions
  - 4. Construction Period: Form of Agreement.

##### 1.02 QUALITY ASSURANCE:

- A. Employ a scheduler who is thoroughly trained and experienced in compiling construction schedule date, and in preparing and issuing periodic reports as required below.
- B. Perform data preparation, analysis, charting, and updating in accordance with standards approved by the Architect.
- C. Reliance upon the approved schedule:
  - 1. The construction schedule as approved by the Architect will be an integral part of the Contract and will establish interim completion dates for the various activities under the Contract.
  - 2. Should any activity not be completed within seven (7) days after the stated scheduled date, the Owner shall have the right to require the Contractor to expedite completion of the activity by whatever means the Owner deems appropriate and necessary, without additional compensation to the Contractor.
  - 3. Should any activity be thirty (30) days or more behind schedule, the Owner shall have the right to perform the activity or have the activity performed by whatever method the Owner deems appropriate.
  - 4. Costs incurred by the Owner and by the Architect in connection with expediting construction activity under this Article shall be reimbursed by the Contractor.

5. It is expressly understood and agreed that failure by the Owner to exercise the option either to order the Contractor to expedite an activity or to expedite the activity by other means shall not be considered to set a precedent for any other activities or waive the Owner's right to do so.

1.03 SUBMITTALS:

- A. Submit initial schedules within seven (7) calendar days after date of Award of Contract.
  1. A/E will review schedules and, if changes are required by A/E, return reviewed copy within five (5) workdays after receipt.
  2. If required, Contractor shall resubmit within five (5) workdays after return of reviewed copy.
- B. Submit monthly, updated schedules accurately depicting progress to first day of each month.
- C. Comply with pertinent provisions of Section 01300.

1.04 FORM OF SCHEDULE:

- A. Prepare in form of horizontal bar chart:
  1. Provide separate horizontal bar column for each trade or operation.
  2. Order: Chronological order of beginning of each item of work.
  3. Identify each column:
    - a) By major specification number.
    - b) By distinct graphic delineation.
  4. Horizontal Time Scale: Identify first workday of each week.
  5. Scale and Spacing: To allow space for updating.
- B. Minimum sheet size: 11" × 17".

1.05 CONTENT OF SCHEDULE:

- A. Provide complete sequence of construction by activity.
  1. Decision dates for:
    - a) Products specified by allowances.
    - b) Selection of finishes.
  2. Dates for beginning and completion of each element of construction.
- B. Identify work of separate floors, or separate phases, or other logically grouped activities.
- C. Show projected percentage of completion for each item of work as of the first day of every other week.

1.06 UPDATING:

- A. At least every other week, show all changes occurring since previous submission of updated schedule.
- B. Indicate progress of each activity, show completion dates.

C. Include:

1. Major changes in scope.
2. Activities modified since previous updating.
3. Revised projections due to changes.
4. Other identifiable changes.

1.07 DISTRIBUTION:

A. Distribute copies of reviewed schedules to:

1. Job site file.
2. Subcontractor.
3. Other concerned parties.

B. Instruct recipients to report any inability to comply, and provide detailed explanation with suggested remedies.

PART 2 – PRODUCTS:

Not Used.

PART 3 – EXECUTION:

Not Used.

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 considers the item equal to the item so named or described.
  - 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 three black line prints of each shop drawing. Prints shall be mailed or delivered in roll form. Each submittal shall be accompanied by a transmittal notice.
- F. When the shop drawings are returned by the Architect with the stamp "Revise and Resubmit" or "Rejected", the Contractor shall correct the original drawing or prepare a new drawing and resubmit three black line 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. Overhead Protection.
    - a. "Overhead Protection" means the temporary protection to any areas below or adjacent to the Work areas from falling debris associated with the Work. The Contractor shall furnish and install "Overhead Protection" material and be responsible for all costs associated with the same.
    - b. The Contractor shall assume the entire responsibility for overhead protection during construction (until Substantial Completion), and shall be liable for any damage to any Work, property, or persons caused by failure to supply proper overhead protection.
    - c. It is to be specifically understood that the Contractor shall do no work under any conditions deemed unsuitable by the Architect to the satisfactory execution of the Work. This provision shall not constitute any waiver, release, or lessening of the Contractor's obligation to bring the Work to Substantial Completion within the period of time set forth in the Contract Documents.
  - 5. Environmental protection.
  - 6. Weather protection
    - d. "Weather Protection" means the temporary protection of any exposed areas of the existing building and the Work adversely affected by moisture and wind. The Contractor shall furnish and install "Weather Protection" material and be responsible for all costs associated with the same.
    - e. The Contractor shall assume the entire responsibility for weather protection during construction (until Substantial Completion), and shall be liable for any damage to any Work caused by failure to supply proper weather protection and proper ventilation.

- f. It is to be specifically understood that the Contractor shall do no work under any conditions deemed unsuitable by the Architect to the satisfactory execution of the Work. This provision shall not constitute any waiver, release, or lessening of the Contractor's obligation to bring the Work to Substantial Completion within the period of time set forth in the Contract Documents.

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 01550

### PROJECT MEETINGS

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. The owner and Architect shall schedule pre-construction meetings, periodic progress meetings, and schedule meetings throughout the progress of the work.
  - 1. Prepare agenda for meetings.
  - 2. Distribute written notice of each meeting.
  - 3. Make physical arrangements for meetings.
  - 4. Preside at meetings.
  - 5. Prepare minutes of meetings unless otherwise directed in writing by the Architect.
- B. Representatives of contractors, subcontractors and suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents
- C. The owner and Architect will attend meetings to ascertain that work is expedited consistent with Contract Documents and the Construction Schedules
- D. Related Work
  - 1. Documents affecting work of this Section include, but are not necessarily limited to General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.
  - 2. The Contractor's relations with his subcontractors and materials suppliers, and discussions relative thereto, are the Contractor's responsibility and normally are not part of project meetings content.
  - 3. For those persons designated by the Contractor to attend and participate in project meetings, provide required authority and commit the Contractor to solutions agreed upon in the project meetings.
- E. PRE-CONSTRUCTION MEETING
  - 1. A pre-construction conference shall be held. In attendance shall be the owner, the Architect, the Contractor and Subcontractors.
  - 2. Minutes:
    - a. The Contractor shall compile minutes of each project meeting, provide a draft copy to the Architect and Owner for review/comments and will furnish three copies of the minutes to the Architect and required copies to the Owner.
    - b. Recipients of copies may make and distribute such other copies as they wish.
  - 3. Locations: On Site. (Location to be determined)
  - 4. Attendance:
    - a. Owner's Representative
    - b. A/E and his/her professional consultants
    - c. Resident Project Representative
    - d. Contractor's Superintendent
    - e. Major Subcontractors

5. The parties shall review Drawings, specifications and submitted materials. Correct conflicts, if any, between submittals and specification requirements and examine job site conditions. Review installation procedures, scheduling and temperature requirements, and establish protection methods for existing items within the areas of work
6. This meeting will serve as a venue to outline any Owner's and Architect's expectations of the Contractor throughout the project not outlined in the Project Manual.

F. PROGRESS MEETINGS:

1. Schedule regular periodic meetings, as required.
2. Hold called meetings as required by progress of work.
3. Location of Meetings: The project field office of the Contractor or other location as determined necessary.
4. Attendance:
  - a. Owner, Contractor, A/E and his professional consultants as needed or when requested by the Owner.
  - b. Subcontractors as appropriate to the agenda.
  - c. Suppliers as appropriate to the agenda.
  - d. Others.

G. Suggested Agenda:

1. Review, approval of minutes of previous meeting.
2. Review of work progress since previous meeting.
3. Field observations, problems, conflicts.
4. Problems which impede Construction Schedule.
5. Review of off-site fabrication, delivery schedules.
6. Corrective measures and procedures to regain projected schedule.
7. Revisions to Construction Schedule.
8. Plan progress, schedule, during succeeding work period.
9. Coordination of schedules.
10. Review submittal schedules; expedite as required.
11. Maintenance of quality standards.
12. Life/safety issues.

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

## **SECTION 01630**

### **WARRANTY**

#### **PART 1 - GENERAL**

##### **1.01 SUMMARY**

- A. The Contractor shall submit a written warranty covering his work for a period of two (2) years. This warranty is a labor/product warranty which shall extend above and beyond any manufacturer warranties, however the warranty will run concurrently with any manufacturer warranties. All warranties shall go into effect on the date of **Final** completion.

**PART 2 - PRODUCTS** - Not Applicable To This Section

**PART 3 - EXECUTION** - Not Applicable To This Section

**END OF SECTION**

## 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 existing glass within courtyards and at lower level of tower. This cleaning shall be completed by qualified window cleaners at the expense of the Contractor just prior to acceptance of the Work.
- J. Repair, patch and touch up marred surfaces to the specified finish, to match adjacent surfaces.
- K. Leave all architectural metals, hardware and fixtures in undamaged, polished conditions.
- L. Leave pipe and duct spaces, plenums, furred spaces and the like clean of debris and decayable materials.
- M. Any damage to finishes caused by cleaning operations shall be repaired at the Contractor's expense.
- N. Broom clean exposed concrete surfaces and paved surfaces. Rake clean other surfaces of grounds.
- O. Ventilating systems - Replace filters and clean ducts, blowers, and coils if units are operated during construction.
- P. 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. All interior spaces below the Work area occupied during construction. The Contractor shall be responsible to ensure that the interior environment of the spaces, health and safety of the occupants are not compromised at any time during the work.
  - 5. 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**

**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.
- 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 01720**  
**PERMITS AND FEES**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. The Contractor shall apply for, obtain and pay for all required permits and fees (excluding any portion of the Permit Fee assessed by the City of Pawtucket) and shall arrange and schedule all inspections required.

**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 furnish, at no charge to the Mechanical and Electrical Subcontractors, the drawings 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 a complete color hard copy set and color digital set 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 draftsman 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 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 digital files as required under other sections of the Specifications.

##### 1.03 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 three 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 three complete sets and submit them to the Architect who will retain one set and asdeliver two sets to the Owner.
  - 3. Submission of operating and maintenance instructions shall be a condition precedent to final payment.

##### 1.04 INSTRUCTION OF OWNER'S PERSONNEL.

- A. 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.
- B. 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.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS AND PROCEDURES:

- A. Provide submittals to Architect that are required by governing or other authorities, including the following closeout documents. Six (6) originally executed copies of all documentation shall be submitted.
1. AIA Document G706 - Contractor's Affidavit of Payment of Debts and Claims, latest Edition.
  2. AIA Document G706A - Contractor's Affidavit of Release of Liens, latest Edition.
  3. AIA Document G707 - Consent of Surety Company to Final Payment, latest Edition.

**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 membrane roof assembly in its entirety. Assembly to be removed consists of:
    - a. Roof Membrane
    - b. Insulation
  - 4. Remove other items indicated for salvage, relocation, and recycling.
  - 5. Notification to Owner of schedule of shut-off of utilities which serve occupied spaces.
  - 6. Pollution control during selective demolition, including dust, debris and noise control.
  - 7. Removal and legal disposal of materials.

#### 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 employees and 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 04050

### MASONRY PROCEDURES

#### PART 1 – GENERAL

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all SECTIONS within DIVISION 1 – GENERAL REQUIREMENTS which are hereby made a part of this section of Specifications.

#### 1.01 DESCRIPTION

- A. Provide masonry work described on the drawings and in this section and pertinent other sections of the Project Manual.
- B. Staging shall not be removed from locations without first obtaining the approval of the Architect. If Contractor removes staging prior to obtaining Architect's approval and acceptance of masonry restoration work; Contractor shall re-erect staging at Contractor's expense.
- C. Related work specified elsewhere:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these specifications.

#### 1.02 QUALITY ASSURANCE:

- A. The Contractor or pertinent Subcontractor shall demonstrate that he has a minimum of five years experience in the construction of masonry.
- B. Provide Architect with list of all projects of similar scope of work and size completed within the last (5)-years.

#### 1.03 SUBMITTALS:

- A. Submit five (5) copies of the manufacturer's specifications and other data for each type of masonry unit and accessory required including certification that each type complies with the specified requirements. Include instructions for handling, storage, installation and protection of each. Indicate by transmittal that the Installer has received a copy of each instruction.
- B. Submit actual sample of proposed masonry for installation, to the Architect for approval.

#### 1.04 JOB CONDITIONS:

- A. Protective Measures:
  - 1. All methods and materials used for masonry work in cold weather shall be subject to the approval of the A/E. Take the precautions required or approved for removing ice and frost from materials, including heating the water and sand, and for protecting newly laid masonry. This protection shall also include the coverage of work with tarpaulins and heating by methods as approved. No extra payment shall be received for the labor, apparatus, tools, or materials necessary to comply with the above requirements.

2. Protect partially completed masonry against weather when work is not in progress, by covering (top work of walls) with strong, waterproof, non-staining membrane. Extend membrane down beyond new work and anchor securely in place.
3. Protect masonry against freezing as hereinafter specified. Heat materials and provide temporary protection of completed portions of masonry work. Comply with the requirements of the governing code and with the "Construction and Protection Recommendations for Cold Weather Masonry Construction: of the Technical Notes on Brick and Tile Construction by the Brick Institute of America (BIA).
4. Behind nylon-reinforced polyethylene protection, work may proceed at all times during working hours when the temperature behind the protection is 35°F and rising, and shall stop when it is 35°F and falling.
5. Where unprotected, work may proceed only when the temperature during working hours is 40°F. In addition, stop work early (2:00 P.M. to 2:30 P.M. when rapidly falling temperatures are predicted.
6. Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen work. Remove and replace masonry work damaged by frost or freezing.
7. Provide a thermometer at all places where masonry work is being done under the above conditions.
8. Do not lower the freezing point of mortar by use of admixtures or antifreeze agents.
9. Do not use calcium chloride in mortar or grout.

## PART 2 - PRODUCTS

### 2.01 STONE COPING:

- A. Refer to and conform with Section 04400 - Stone.

## PART 3 - EXECUTION

### 3.01 INSPECTION:

- A. Contractor shall examine the areas and conditions under which masonry is to be installed and notify the Architect in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to Architect.

### 3.02 INSTALLATION - GENERAL:

- A. Thickness: Build masonry construction to the full thickness shown, except, build single-wythe walls (if any) to the actual thickness of the masonry units, using units of nominal thickness shown or specified.
- B. Cut masonry units with motor-driven saw designed to cut masonry with clean, sharp, unchipped edges. Cut units as required to align with existing copings and fit adjoining work neatly. Provide and Use full units without cutting wherever possible.

- C. Layout in advance for accurate spacing of units, with uniform joint widths and to properly locate openings, movement-type joints, returns and offsets. Lay-up units plumb and true and with joints level, accurately spaced and coordinated with other existing construction.
- D. Wetting of Masonry:
  - 1. When being laid, provide masonry suction sufficient to hold the mortar and to absorb water from the mortar and grout.
- E. Flashing of Masonry Work:
  - 1. Place through-wall flashing on bed of mortar and cover with mortar. Seal flashing penetrations with mastic before covering with mortar. Extend flashing beyond edge of stone, lintels and sills at least 4" and turn up edge on sides to form pan to direct moisture to exterior.
  - 2. Interlock end joints of deformed metal flashings by overlapping deformations not less than 1-1/2" and seal lap with elastic sealant.
  - 3. Do not block existing weep holes.
- F. Install reglets and nailers for flashing and other related work where shown to be built into masonry work.

3.03 REPAIR & POINTING:

- A. Remove and replace masonry units which are loose, chipped, broken, stained or otherwise damaged, or if units do not match adjoining units as intended. Provide new units to match adjoining units and install in fresh mortar or grout, pointed to eliminate evidence of replacement.
- B. Pointing - during the tooling of joints, enlarge any voids or holes, except weep holes, and completely fill with mortar. Point up all joints at corners, openings and adjacent work to provide a neat, uniform appearance, properly prepared for application of caulking or sealant compounds.

3.04 CLEANING:

- A. Vacuum clean at termination of all masonry work and before mortar is applied, all walls with brush-type head attachment to remove all loose granules and building dust from pores of units.
- B. Thoroughly clean all masonry surfaces to be left exposed in the finished work, removing all traces of mortar, grout, and foreign matter. In the event ordinary cleaning is not adequate, provide light sandblasting when so directed by the Architect, and at no additional cost to the Owner.

END OF SECTION

## SECTION 04400

### STONE

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. Provide exterior cut stonework to match the material, profile and size of the existing stone copings.

##### 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.
- C. Samples: Submit two representative samples of each material specified indicating visual characteristics and finish. Include range samples if variation of finish is anticipated.

##### 1.03 QUALITY ASSURANCE

- A. Testing: Independent testing laboratory.
- B. 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.
- C. Mock-Ups: Provide mock-up as required to demonstrate quality of workmanship.

#### PART 2 - PRODUCTS

##### 2.01 MATERIALS

- A. Limestone:
  - 1. Building Stone Standard: ASTM C 568.
  - 2. Finish: Match existing.
  - 3. Color: Match existing
  - 4. Type: Match existing.
  - 5. Joints: Sealant.
  - 6. Joints: Mortar, ASTM C 270, Type N for coping,
  - 7. Stone Size: Match existing
- B. Mortar and Grout:
  - 1. Portland Cement: ASTM C 150, Type I or II.
  - 2. Hydrated Lime: ASTM C 207, Type N.
  - 3. Aggregate: ASTM C 144.
  - 4. Colored Mortar Pigments: Iron oxides and chromium oxides. Match existing.
  - 5. Latex Additive: Water emulsion type.
- C. Anchors and Attachments:
  - 1. Stainless steel, ASTM A 666, Type 304.
  - 2. Hot-dip galvanized steel, ASTM A 36, and ASTM A 153 galvanizing.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

- A. Dress joints straight and at 90 degree angle; provide 3/8" joints or as indicated.
- B. Install coping stones by utilizing standard stainless steel dowels to existing parapet wall. Install new thru-wall flashing per section 07620. Provide mortar joints, color to match existing. Seal joints with elastomeric sealant.
- C. Install to tolerances of plumb, alignment and level of plus or minus 1/8" in 20'.
- D. Remove and replace damaged units. Clean using methods recommended by stone supplier.

END OF SECTION

## SECTION 05500

### METAL FABRICATIONS

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION:

A. Work included: Provide metal fabrication work where shown on the drawings, as specified herein, and as needed for a complete and proper installation. Work generally includes:

1. Fasteners
2. Lead-Coated Copper Conductor Head

B. Related Work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these specifications.

##### 1.02 QUALITY ASSURANCE:

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

B. Perform shop and/or field welding required in connection with the work of this Section in strict accordance with pertinent recommendations of the American Welding Society.

##### 1.03 SUBMITTALS:

A. Comply with pertinent provisions of Section 01300.

##### 1.04 PRODUCT HANDLING:

A. Comply with pertinent provisions of Section 01600.

#### PART 2 - PRODUCTS

##### 2.01 MATERIALS (General)

A. In fabricating items which will be exposed to view, limit materials to those which are free from surface blemishes, pitting, rolled trade names, and roughness.

B. Comply with the following standards, as pertinent:

ASTM A36	- Steel plates, shapes and bars
ASTM A283	- Grade C - Steel plates to be bent or cold-formed
ASTM A501	- Steel tubing (hot formed, welded or seamless)
ASTM A306	- Grade 65 or ASTM A36 - Steel bars and bar size shapes
ASTM A108	- Cold finished steel bars
ASTM A336	- Cold rolled carbon steel sheets
ASTM A526	- Galvanized carbon steel sheets
ASTM A525	- (with G90 zinc)

- AISI, Type 302, or 304 - 22 ga. with No. 4 finish unless otherwise specified on the drawings or herein.
- ASTM A53 - Gray iron castings, Grade A, Sched. 40; black finish unless otherwise noted.
- ASTM A47 - Malleable iron castings
- ASTM A53 - Steel pipe, Grade A, Sched. 40; black finish unless otherwise noted.

## 2.02 FASTENERS:

### A. General:

1. For use where built into exterior walls and other surfaces, provide zinc-coated fasteners.
2. Provide fasteners of type, grade and class required for the particular use.
3. Use compatible fastening materials. Use only hot-dipped galvanized metal, copper or stainless steel fasteners where used in conjunction with preservative treated wood.

### B. Comply with the following standards as pertinent:

1. Bolts and nuts; provide 4 hexagon-head, regular type complying with ASTM A307, Grade A.
2. Lag Bolts; provide square-head type, complying with Fed. Spec. FF-B-561.
3. Machine Screws; provide cadmium plated steel type complying with Fed. Spec. FF-S-111.
4. Concrete Inserts:
  - a) Threaded or wedge type galvanized ferrous castings of malleable iron complying with ASTM A27.
  - b) Provide required bolts, shims and washers; hot-dip galvanized in accordance with ASTM A153.
5. Washers:
  - a) Plain Washers; comply with Fed. Spec. FF-W-92, round carbon steel.
  - b) Lock Washers; comply with Fed. Spec. FF-W-84, helical spring type carbon steel.
6. Toggle Bolts; provide type, class and style needed complying with Fed. Spec. FF-B-588.
7. Anchorage Devices; provide expansion shield complying with Fed. Spec. FF-S-325

## 2.03 OTHER MATERIALS:

- A. Provide all other materials as needed for a complete and proper installation.

## 2.05 SHOP PAINT:

- A. Primer: Use "10-99 Tnemec Primer", "Rustoleum #5769 Primer" or equal.
- B. For repair of galvanizing use a high zinc dust content paint complying with MIL-P-21035.
- C. Clean surfaces in accordance with Steel Structures Painting Council Sp-3, "Power Tool Cleaning".

D. After surfaces are properly cleaned, apply the primer to a uniform 1.5 mils. dry thickness.

## 2.06 FABRICATION:

- A. Except as otherwise shown on the drawings or the reviewed shop drawings, use materials or size, thickness and type required to produce reasonable strength and durability in the work of this section.
- B. Fabricate with accurate angles and surfaces which are true to the required lines and levels, grinding exposed welds smooth and flush, forming exposed connections with hairline joints and using concealed fasteners wherever possible.
- C. Prior to shop painting or priming, properly clean metal surfaces as required for the applied finish for the proposed use of the item.
- D. On surfaces inaccessible after assembly or erection, apply two coats on the specified primer. Change color of second coat to distinguish it from the first.
- E. Galvanizing where indicated or specified shall be performed after fabrication. Shapes, plates and bars shall be galvanized in accordance with the requirements of "Standard Specifications for the Zinc (Hot-Galvanized) Coatings on Products Fabricated from Rolled, Pressed, and Forged Steel Shapes, Plates, Bars and Strips" ASTM Designation A 123-71. Nuts, bolts, and washers shall be galvanized in accordance with the requirements of "Standard Specifications for Zinc Coating (Hot-Dip) on Iron and Steel Hardware" ASTM Designation A 153-71 and A286. All galvanized material shall comply with specifications and marked with stamp indicating ASTM number and weight of zinc coating in ounces per square foot similar to Duncan Stamp. Notarized statement of compliance with list of galvanized items to accompany shipment of galvanized materials and furnished to A/E.
- F. Dissimilar Material: Where aluminum surfaces come in contact with metals other than stainless steel, zinc, white bronze of small area or other metals compatible with aluminum, aluminum surfaces shall be kept from direct contact with such parts by painting the dissimilar metal with a coating of zinc chromate paint, a good quality caulking placed between aluminum and dissimilar metal, or a non-absorptive tape or gasket.

## PART 3 - EXECUTION

### 3.01 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

### 3.02 COORDINATION:

- A. Coordinate as required with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this section.

### 3.03 INSTALLATION:

- A. General:

1. Set work accurately into position, plumb, level, true and rack-free.

2. Anchor firmly into position.
  3. Where field welding is required, comply with AWS recommended procedures of manual-shielded metal-arc welding for appearance and quality of weld and for methods to be used in correcting welding work.
  4. Grind exposed welds smooth and touch-up shop prime coats.
  5. Do not cut, weld or abrade surfaces which have been hot-dip galvanized after fabrication and which are intended for bolted or secreted field conditions.
- A. Immediately after erection, clean the field welds, bolted connections, and abraded areas of shop priming. Paint the exposed areas with the same materials used for shop priming.

END OF SECTION

**SECTION 06100**  
**ROUGH CARPENTRY**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Work Included: Provide wood, nails, bolts, screws, framing anchors, rough hardware, and other such items needed to perform rough carpentry for the construction shown on the drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related Work:
  - 1. Documents affecting work of this section including but not necessarily limited to General Conditions, Supplementary Conditions, and sections in Division 1 of these Specifications.

**1.02 QUALITY ASSURANCE**

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this section.
- B. Lumber Grading Rules and Wood Species to be in conformance with Voluntary Product Standard PS 20-70. Grading Rules of the following associations apply to materials furnished under this section.
  - 1. Northeastern Lumber Manufacturer's Association, Inc. (NELMA)
  - 2. Southern Pine Inspection Bureau (SPIB)
  - 3. West Coast Lumber Inspection Bureau (WCLIB)
  - 4. Western Wood Products Association (WWPA)
  - 5. Northern Hardwood and Pine Manufacturer's Association (NHPMA)
- C. Plywood Grading Rules:
  - 1. Softwood plywood/Construction and Industrial:  
Product Standard PS 1-66
- D. Grade Marks: Identify all lumber and plywood by official grade marks.
  - 1. Lumber: Grade stamp to contain symbol of grading agency, mill number or name, grade of lumber, species or species grouping or combination designation, rules under which graded, where applicable and condition of seasoning at time of manufacture.
    - a. S-GRN: Unseasoned
    - b. S-Dry: Maximum 19% moisture content
    - c. MC-15 or KD: Maximum of 15% moisture content
    - d. Dense.
  - 2. Plywood: Appropriate grade trademark of the American Plywood Association.
    - a. Type, grade, class, and identification index.
    - b. Inspection and testing agency mark.
- E. All Lumber: Preservative treated or fire retardant, as directed on the drawings and herein.

F. Requirements of Regulatory Agencies:

1. Preservative Treated Lumber and Plywood: American Lumber Standard Committee, quality mark.
2. Pressure Treated Material: American Wood Protection Association Standard U1.
3. Working Stresses: Softwood Lumber, National Design Specification, National Forest Products Association.

1.03 SUBMITTALS

A. Certification:

1. Preservation Treated Wood: Submit certification for waterborne preservative that moisture content was reduced to 19% maximum, after treatment.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Immediately upon delivery to job site, place materials in area protected from weather.
- B. Store materials a minimum of 6" above ground on framework or blocking and cover with protective waterproof covering providing for adequate air circulation or ventilation.
- C. Do not store seasoned materials in wet or damp portions of building.
- D. Protect sheet materials from corners breaking and damaging surfaces while unloading.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Provide materials in the quantities needed for the work shown on the drawings, and meeting or exceeding the following standard of quality:
  1. Plywood:
    - a. PA Structural I or II, C-C standard sheathing, standard exterior grade sheathing with exterior glue. Use plywood specifically extended for exterior use.
  2. Dimensional Lumber:
    - a. Preservative Treated Wood Products:
      - 1) Pressure treated – water borne preservatives – exposed woods above ground.
        - (a) AWPA Standard U1 – UC3B

2.02 OTHER MATERIALS:

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor, subject to the approval of the A/E.
- B. Adhesive Fastener (Plywood decking)
  1. Adhesive fastener shall be a dual-component polyurethane adhesive; accepted by the roofing manufacturer - OlyBond 500 Adhesive Fastener or Approved Equal.
- C. Framing Anchors and Fasteners:
  1. Non-corrosive, suitable for load and exposure. Drywall screws are not acceptable.

2. Plywood Fasteners: Two-part #5 "Tube-Lok" fasteners spaced as noted on the drawings. To assure proper holding and sealing, it is essential that both parts of the nail be driven properly. First, predrill (diameter as recommended by manufacturer) opening into the plywood decking and drive the tube portion with the large head firmly into the plywood decking and existing gypsum decking, being sure that:
  - a. The head is flat and parallel with the plywood sheathing material.
  - b. Drive the insert into the tube. If the insert should bend before being completely seated in the base tube, remove the bent insert and drive another. If the second insert also bends before completely entering the tube, remove the entire nail, tube and all, and repeat in a slightly different location as you are engaging a very hard object in the material. Note: NEVER LEAVE A BENT INSERT IN THE TUBE AND NEVER LEAVE A TUBE WITHOUT AN INSERT.
  - c. Contractor to coordinate fastener length in field. At no point shall the fastener penetrate the existing precast plank by more than half of the precast plank thickness.

### 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 07540**  
**PVC MEMBRANE ROOFING**

**PART 1 - GENERAL CONDITIONS**

**1.01 SUMMARY**

- A. To install a complete fully adhered PVC roofing system including membrane, flashings and other components to a mechanically fastened coverboard and insulation base.

**1.02 SECTION INCLUDES**

- A. Adhered system with PVC roofing membrane.
- B. Coverboard
- C. Insulation, flat and tapered.
- D. Vapor Retarder.
- E. Flashings.
- F. Roofing cant strips, stack boots, and walkway pads
- G. Substrate Preparation
- H. Roof Drains
- I. Wood Blocking
- J. Fasteners
- K. Adhesive for Flashings
- L. Roof Membrane Flashings
- M. Walkways
- N. Metal Flashings
- O. Sealants
- P. Removal of Existing Roofing and Insulation

**1.03 RELATED REQUIREMENTS**

- A. Section 07620 – Flashing and Sheet Metal; Counterflashings

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Pre Installation Meeting: Refer to Section 01550 - Project Meetings

**1.05 SUBMITTALS**

- A. See Section 01300 – Submittals and Section 01330 – Submittal Procedures
- B. Specimen Warranty: For Approval
- C. Written approval by the insulation manufacturer (as applicable) for use and performance of the product in the proposed system
- D. Dimensioned Shop Drawings: Outline of roof and size, indicate joint or termination details conditions, conditions of interface with other materials, setting plan for tapered insulation, mechanical fastener layout, slope, Material Safety Data Sheets (MSDS), etc.
- E. Samples for Verification: Submit two samples 6 inches x 6 inches in size illustrating installation of each primary component and the manufacturer's current literature for each component.
- F. Manufacturer's Installation Instructions: Indicate membrane seaming precautions and perimeter conditions requiring special attention.
- G. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

- H. Manufacturer's Field Reports: Indicate procedures followed, ambient temperatures, humidity, wind velocity during application, and supplementary instruction given.
- I. Warranty: Submit sample manufacturer:
  - 1. Submit sample manufacturer warranty and ensure forms have been completed in the City of Pawtucket's name and registered with the manufacturer.
  - 2. Submit sample copy of Applicator's warranty.

#### 1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
- B. Installer Qualifications: This roofing system shall be applied only by a roofing company specializing in performing the work of this section:
  - 1. With minimum of 5 years documented experience.
  - 2. Approved by membrane manufacturer
- C. Upon completion of the installation and the delivery to the manufacturer by the contractor or a certification that all work has been done in strict accordance with the contract documents and the manufacturer's requirements, an inspection shall be made by a technical representative of the manufacturer to observe the installed roof system.
- D. There shall be no deviation made from the Contract Documents or the approved shop drawings without prior written approval by the owner, the architect and the roofing manufacturer.
- E. All work pertaining to the installation of the membrane and flashings shall only be completed by Applicator personnel trained and authorized by the roofing manufacturer in those procedures.
- F. Roofing membrane manufacturer must have a demonstrated performance history of producing PVC roof membranes no less, in duration of years, than the warranty duration specified.
- G. Product to be manufactured by membrane supplier and not private labeled.

#### 1.07 CODE REQUIREMENTS

- A. The Applicator shall submit evidence that the proposed roof system meets the requirements of the local building code and has been tested and approved or listed by the following test organizations. These requirements are minimum standards and no roofing work shall commence without written documentation of the system's compliance, as required in the "Submittals" section of this specification.
  - 1. Underwriters Laboratories, Inc. - Northbrook, IL
    - a. Class A assembly

#### 1.08 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. All products delivered to the job site shall be in the original unopened containers or wrappings bearing all seals and approvals.
- B. Handle all materials to prevent damage. Place all materials on pallets and fully protect from moisture.
- C. Membrane rolls shall be stored lying down on pallets and fully protected from the weather with clean canvas tarpaulins. Unvented polyethylene tarpaulins are not accepted due to the accumulation of moisture beneath the tarpaulin in certain weather conditions that may affect the ease of membrane weldability.
- D. As a general rule all adhesives shall be stored at temperatures between 40°F (4°C) and 80°F (27°C). Read instructions contained on adhesive canister for specific storage instructions.

- E. All flammable materials shall be stored in a cool, dry area away from sparks and open flames. Follow precautions outlined on containers or supplied by material manufacturer/supplier.
- F. Any materials which the architect or roofing manufacturer determines to be damaged are to be removed from the job site and replaced at no cost to the Owner.

#### 1.09 JOB CONDITIONS

- A. The roofing manufacturer's materials may be installed under certain adverse weather conditions but only after consultation and express written authorization from the roofing manufacturer, as installation time and system integrity may be affected. Provide copies of written authorization to the Owner and Architect at the time written authorization is provided.
- B. Only as much of the new roofing as can be made weather-tight each day, including all flashing and detail work, shall be installed. All seams shall be heat welded before leaving the job site that day.
- C. All work shall be scheduled and executed without exposing the interior building areas to the effects of inclement weather. The existing building and its contents shall be protected against all risks.
- D. All surfaces to receive new insulation, membrane or flashings shall be dry. Should surface moisture occur, the contractor shall provide the necessary equipment to dry the surface prior to application.
- E. Do not apply roofing membrane to damp or frozen deck surfaces or when precipitation is expected or occurring.
- F. All new and temporary construction, including equipment and accessories, shall be secured in such a manner as to preclude wind blow-off and subsequent roof or equipment damage.
- G. Uninterrupted waterstops shall be installed at the end of each day's work and shall be completely removed before proceeding with the next day's work. Waterstops shall not emit dangerous or unsafe fumes and shall not remain in contact with the finished roof as the installation progresses. Contaminated membrane shall be replaced at no cost to the Owner.
- H. Arrange work sequence to avoid use of newly constructed roofing as a walking surface or for equipment movement and storage. Where such access is absolutely required, the contractor shall provide all necessary protection and barriers to segregate the work area and to prevent damage to adjacent areas. A substantial protection layer consisting of plywood over an approved surface or plywood over insulation board shall be provided for all new and existing roof areas that receive rooftop traffic during construction.
- I. Prior to and during application, all dirt, debris and dust shall be removed from surfaces either by vacuuming, sweeping, blowing with compressed air or similar methods.
- J. The contractor shall follow all safety regulations as required by OSHA and any other applicable authority having jurisdiction.
- K. All new roofing waste material (i.e., scrap roof membrane, empty cans of adhesive) shall be immediately removed from the site by the contractor and properly transported to a legal dumping area authorized to receive such material.
- L. The Contractor shall take precautions that storage and application of materials and equipment does not overload the existing precast gypsum plank roof deck areas, concrete

deck areas or building structure.

- M. Flammable adhesives and deck primers shall not be stored and not be used in the vicinity of open flames, sparks and excessive heat.
- N. The Contractor shall verify that all roof drain lines are functioning correctly (not clogged or blocked) before starting work. Contractor shall report any such blockages in writing (letter copy to roofing system manufacturer) architect for corrective action prior to the installation of the roof system.
- O. Contractor shall immediately stop work if any unusual or concealed condition is discovered and shall immediately notify Owner and Architect of such condition in writing for correction at the Owner's expense (letter copy to roofing system manufacturer).
- P. Site cleanup, including both interior and exterior building areas that have been affected by construction, shall be completed to the Architect and Owner's satisfaction.
- Q. All landscaped areas damaged by construction activities shall be repaired at no cost to the Owner.
- R. Precautions shall be taken when using roofing adhesives at or near rooftop vents or air intakes. Adhesive odors could enter the building. Coordinate the operation of vents and air intakes in such a manner as to avoid the intake of adhesive odor while ventilating the building. Keep lids on unused cans at all times.
- S. Protective wear shall be worn when using solvents or adhesives or as required by job conditions.
- T. Roofing membranes are slippery when wet or covered with snow, frost, or ice. Working on surfaces under these conditions is hazardous. Appropriate safety measures must be implemented prior to working on such surfaces. Always follow OSHA and other relevant fall protection standards when working on roofs.

#### 1.10 WARRANTIES

- A. See Section 01780 – Closeout Submittals, for additional warranty requirements.
- B. Roofing System Manufacturer Warranty  
Upon successful completion of the work and written acceptance by the roofing system manufacturer and architect, a 20-year System Warranty shall be issued and include repair and replacement costs for both materials and labor. Warranty to also include replacement (labor and material) of any membrane showing signs of manufacturer's defects within 5 years of installation.
  - 1. Excpetions NOT permitted:
    - a. Damage due to wind of speed not less than 90 mph.
- C. Roofing Contractor Warranty  
Applicator shall supply Owner with a separate 2-year workmanship warranty. In the event any work related to roofing, flashing, or metal is found to be defective or otherwise not in accordance with Contract Documents within the Applicator warranty term, the Applicator shall repair that defect at no cost to the Owner. Applicator's warranty obligation shall run directly to Owner, and a copy shall be sent to the roofing system manufacturer.
- D. Owner Responsibility  
Owner shall notify both the roofing system manufacturer and the Applicator of any leaks as they occur during the time period when both warranties are in effect.

## PART 2 - PRODUCTS

### 2.01 COMPLETE ASSEMBLY COMPOSITION:

- A. Assembly over Existing Concrete Roof Deck
  - 1. PVC roof membrane – Fully Adhered
  - 2. Coverboard – Mechanically Fastened
  - 3. Tapered/Flat Stock insulation – Mechanically Fastened
  - 4. Vapor Barrier
  - 5. Existing Concrete Deck
- B. Assembly over Existing Gypsum Precast Plank
  - 1. PVC roof membrane– Fully Adhered
  - 2. Coverboard– Mechanically Fastened
  - 3. Tapered/Flat Stock insulation– Mechanically Fastened
  - 4. Vapor Barrier
  - 5. Plywood Deck Sheathing– Mechanically Fastened
  - 6. Existing Gypsum Precast Plank Deck

### 2.02 MANUFACTURERS

- A. Thermoplastic Polyvinyl Chloride Membrane Materials:
  - 1. Sika Sarnafil; Sarnafil G410-15: [www.usa.sarnafil.sika.com](http://www.usa.sarnafil.sika.com)
  - 2. Carlisle Roofing Systems, Inc; Sure-Flex PVC: [www.carlislesyntec.com](http://www.carlislesyntec.com)
  - 3. GAF; Ever Guard PVC: [www.gaf.com](http://www.gaf.com)
  - 4. Substitutions: See Section 01600 – Product Requirements
- B. Cover Board:
  - 1. Georgia Pacific; DensDeck Roof Board: [www.densdeck.com](http://www.densdeck.com)
  - 2. USG; Securock Roof Board: [www.usg.com](http://www.usg.com)
  - 3. Substitutions: See Section 01600 – Product Requirements
- C. Insulation:
  - 1. Sika Sarnafil; Sarnatherm Insulation: [www.usa.sarnafil.sika.com](http://www.usa.sarnafil.sika.com)
  - 2. Carlisle Syntec; SecureShield Insulation: [www.carlislesyntec.com](http://www.carlislesyntec.com)
  - 3. GAF; EnergyGuard Polyiso Insulation: [www.gaf.com](http://www.gaf.com)
  - 4. Substitutions: See Section 01600 – Product Requirements
- D. Components to be used that are other than those supplied or manufactured by the roofing manufacturer shall be submitted by the contractor to the architect and roofing system manufacturer for review and acceptance by the architect and roofing manufacturer.

### 2.03 ROOFING – UNBALLASTED APPLICATIONS

- A. Polyvinyl Chloride Membrane Roofing: One ply PVC membrane, heat welded and adhered over mechanically fastened cover board and 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 PVC Membrane complying with ASTM D4434
  - 2. Reinforcing: Fiberglass
  - 3. Thickness: 0.060 inch (60 mils) thick, 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
  - 1. Self-adhered material approved by roof manufacturer; compatible with roofing and insulation materials as well as complying with the requirements of fire rating classifications.
  - 2. Flexible Flashing Material: Same material as membrane.

## 2.04 DECK SHEATHING AND COVER BOARDS

- A. Cover Board: 5/8" 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.
- B. Deck Sheathing: 3/4" exterior grade plywood to be adhered and fastened to substrate at existing gypsum structural plank roof decks. See Section 06100 – Rough Carpentry.

## 2.04 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 and as noted by roofing manufacturer; minimum thickness 1 1/2 inch; fabricated 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. Sika Sarnafil
    - b. GAF
    - c. Carlyle-Syntec
  - 6. Substitutions: See section 01600 – Product Requirements

## 2.05 ACCESSORIES

- A. Stack Boots: Prefabricated flexible boot and collar for pipe stacks through membrane; same material as membrane.
- B. Cant Strips/Nailers: Wood; pressure preservative treated. See Section 06100 – Rough Carpentry

- 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 embedment into deck substrate, with metal washers/stress plates. Fasteners shall not penetrate through to inside face of precast gypsum plank deck or concrete deck.
- 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. Termination Bars: As recommended by membrane manufacturer.
- K. Perimeter Edge Flashings: As recommended and approved by membrane manufacturer.
- L. Sealants and pitch pocket sealers: As recommended and approved by membrane manufacturer.
- M. Aluminum Tape: As recommended by roofing manufacturer.
- N. Felt: As recommended by roofing manufacturer.
- O. Hot Air Welder: As recommended by membrane manufacturer.
- P. Walkway Pads: Suitable for maintenance traffic.
  - 1. Material: PVC.
  - 2. Thickness: Min. of .090 inch (90 mils) thick
  - 3. Size: min. of 30 inches wide x long run possible, min. of 30 inch.
  - 4. Surface Color: White.
- Q. Drain Assemblies: Aluminum retrofit roof drain for use at existing roof leaders as recommended and approved by roofing manufacturer

## 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 or when ambient temperature is outside the temperature range recommended by the manufacturer.

### 3.02 EXAMINATION

- A. Contractor shall verify that the work done under related sections meets the following conditions:
  - 1. Verify that the roof deck is smooth, supported and secure, flat, free of depressions, waves, or projections and suitable for installation of the roof system.
  - 2. Roof drains and scuppers have been reconditioned or replaced and installed properly.
  - 3. Roof curbs, blocking, nailers, equipment supports, vents and other roof penetrations are properly secured and prepared to receive new roofing materials.
  - 4. All surfaces are smooth and free of dirt, debris and incompatible materials.
  - 5. All roof surfaces shall be free of water, ice and snow.
- B. Deck Preparation – The roof deck and existing roof construction must be structurally sound to provide support for the new roof system. Fill any holes or depressions with suitable patch material. Contractor to immediately notify architect and owner of any damaged or unsuitable deck areas. Commencing with the work indicates acceptance of the decking by the contractor.
  - 1. Patching of Existing Structural Gypsum Pre-Cast Plank to be performed using Securock Gypsum-Concrete Patch, or approved equal.
- C. Deck Sheathing – At locations where the existing roof deck is comprised of gypsum precast plank, the contractor shall install new plywood deck sheathing perpendicular to the run of the existing deck planks – See Section 06100.
- D. A dry, clean and smooth substrate shall be prepared to receive the Adhered roof membrane.
- E. The contractor shall inspect the substrate for defects such as excessive surface roughness, contamination, structural inadequacy, or any other condition that will adversely affect the quality of work.
- F. The substrate shall be clean, smooth, dry, free of flaws, sharp edges, loose and foreign material, oil and grease. Roofing shall not start until all defects have been corrected.
- G. Reroofing with Removal of Existing Single-Ply Roofing : All existing roofing, base flashing, insulation and wood blocking shall be removed. Remove only that amount of roofing and flashing which can be made watertight with new materials during a one day period or onset of inclement weather. The Architect and Applicator shall determine the condition of the roof deck and metal flashings. Deteriorated decking or wet or deteriorated materials are to be removed and replaced.

### 3.03 VAPOR RETARDER, INSULATION AND COVERBOARD INSTALLATION

- A. Self-Adhered Vapor Barrier to roof deck/deck sheathing surfaces
  - 1. Vapor barrier requires one of the primers designated for use with the self-adhered vapor retarders. Shake or stir primer before applying. Primers can be rolled, brushed or sprayed. Primer is not required on steel. Let the primer dry completely.
  - 2. Install vapor barrier over a clean dry substrate. When installing the product begin at the bottom of the slope. Unroll vapor barrier onto the substrate for alignment. Overlap each sheet by 3" (75 mm) on the side lap and 6" (152 mm) on the end laps. Stagger end laps by at least 12" (304 mm).
  - 3. When aligned, peel back a portion of the silicone release sheet and press the membrane onto the substrate. When securely adhered continue pulling the release sheet diagonally.

4. Use a minimum 100 lb. (45 kg) steel roller to press the vapor retarder membrane down onto the substrate including the laps. Use the roller to push out any air bubbles out to the edge of the membrane. Do not cut the membrane to remove a bubble.
5. Apply roofing system manufacturer approved trowel grade adhesive to seal around penetrations. With a trowel, mound the adhesive around the penetrations sufficiently to seal the opening. Do not apply trowel grade adhesive where it may ultimately come into contact with the PVC membrane.
6. Extend vapor retarder und cant strips and blocking to deck edges.

B. Attachment of Insulation/Coverboard

1. Mechanically fasten insulation and coverboard to deck in accordance with roofing manufacturer's instructions and Factory Mutual requirements.
2. Lay coverboard with joints staggered a minimum of 12 inches from joints of preceding insulation layer.
3. Lay Subsequent layers of insulation with joints staggered a minimum of 12 inches from joints of preceding layer.
4. Place tapered insulation to the required slope pattern in accordance with manufacturer's instructions and shop drawings..
5. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.
6. Tape joints of insulation in accordance with roofing and insulation manufacturer's instructions.
6. Do not apply more insulation than can be covered with membrane in the same day.
7. Insulation fasteners shall be installed according to insulation manufacturer's instructions.
  - a. Fasteners must be tight enough so plates do not turn, but not so tight as to deform them.
  - b. Fasteners are to have minimum penetration into structural deck recommended by the fastener manufacturer and roofing system manufacturer.
  - c. Use fastener tools with a depth locator and torque-limiting attachment as recommended or supplied by fastener manufacturer to ensure proper installation.
  - d. Boards shall be mechanically fastened to the deck with approved fasteners and plates at a rate according to the board manufacturer's and roofing system manufacturer's recommendations for fastening rates and patterns.
8. Use at least 2 layers of insulation when the total insulation thickness exceeds 2-1/2 inches.

### 3.04 INSTALLATION OF MEMBRANE

- A. The surface of the insulation or substrate shall be inspected prior to installation of the roof membrane. The substrate shall be clean, dry, free from debris and smooth with no surface roughness or contamination. Broken, delaminated, wet or damaged insulation boards shall be removed and replaced.
- B. Application
  1. Apply membrane and fully adhere to coverboard in accordance with manufacturer's instructions. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
  2. Shingle joints on sloped substrate in direction of drainage.
  3. At intersections with vertical surfaces:
    - a. Extend membrane over cant strips and up a minimum of 8 inches onto vertical surfaces.
    - b. Fully adhere flexible flashing over membrane and up to nailing strips
    - c. Secure flashing to nailing strips at 4 inches on center.
    - d. Insert flashing into reglets and secure.
    - e. All flashing membranes shall be consistently adhered to substrates. All interior and

exterior corners and miters shall be cut and hot-air welded into place. No bitumen shall be in contact with the roof membrane.

- f. All adhered flashings that exceed 30 inches (0.75 m) in height shall receive additional securement. Consult roofing system manufacturer's Technical Department for securement methods.
  - g. Roofing system flashings shall be terminated according to manufacturer recommended details.
4. Around penetrations, seal flanges and flashing with flexible flashing.
  5. Coordinate installation of roof drains and sumps and related flashings.
  6. Overlap edges and ends and seal seams by heat weld. Seal permanently waterproof. All seams shall be hot-air welded. Seam overlaps should be 3 inches (76 mm) wide when automatic machine-welding and 4 inches (100 mm) wide when hand-welding, except for certain details.
  7. Machine Welding Seams:
    - a. Equipment shall be provided by or approved by roofing system manufacturer. All mechanics intending to use the equipment shall have successfully completed a training course provided by a roofing system manufacturer Technical Service Representative prior to welding.
    - b. All membrane to be welded shall be clean and dry.
    - c. Dedicated circuit house power or a dedicated portable generator shall be provided for all welding machinery. No other equipment shall be operated simultaneously off the generator.
    - d. Metal tracks may be used over the deck membrane and under the machine welder to minimize or eliminate wrinkles.
    - e. The contractor shall check all welded seams for continuity using a rounded screwdriver. On-site evaluation of welded seams shall be made daily by the contractor at locations as directed by the Architect or roofing system manufacturer's representative. One inch (25 mm) wide cross-section samples of welded seams shall be taken at least three times a day. Correct welds display failure from shearing of the membrane prior to separation of the weld. Each test cut shall be patched by the contractor at no extra cost to the Owner.
  8. Adhesive:
    - a. Adhesive shall be applied using solvent-resistant 3/4 inch (19 mm) nap paint rollers.
    - b. Adhesive shall be applied in smooth, even coating with no gaps, globs, puddles or similar inconsistencies. Only an area which can be completely covered in the same day's operations shall be coated with adhesive. The first layer of adhesive shall be allowed to dry completely prior to installing the membrane.
    - c. Install the roof membrane when the adhesive on the substrate is dry
    - d. Adjacent sheets shall be overlapped 3 inches (75 mm). Once in place, one-half of the sheet's length shall be turned back and the underside shall be coated with adhesive at a rate of 1/2 gallon per 100 square feet (0.2 liters per m<sup>2</sup>). When the membrane adhesive has dried slightly to produce strings when touched with a dry finger, the coated membrane shall be rolled onto the previously-coated substrate being careful to avoid wrinkles. Do not allow adhesive on the underside of the membrane to dry completely. The amount of membrane that can be coated with adhesive before rolling into substrate will be determined by ambient temperature, humidity and crew. The bonded sheet shall be pressed firmly in place with a minimum 100 lb (45 kg) steel, membrane roller, by rolling in two directions.
    - e. The remaining un-bonded half of the sheet shall be folded back and the procedure repeated.
    - f. Notes:
      - i. The contractor shall count the amount of pails of adhesive used per area per day to verify conformance to the specified adhesive rate.
      - ii. Do not install when air temperature is within 5° of dew point. Solvent evaporation time increases significantly when temperatures drop.

- iii. No adhesive shall be applied in seam areas. All membrane shall be applied in the same manner.
- C. Metal Flashings
1. Metal details, fabrication practices and installation methods shall conform to the applicable requirements of the following:
    - a. Factory Mutual Loss Prevention Data Sheet 1-49 (latest issue).
    - b. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - latest issue.
  2. Metal, other than that provided by roofing system manufacturer, is not covered under the roofing system manufacturer's warranty.
  3. Complete all metal work in conjunction with roofing and flashings so that a watertight condition exists daily.
  4. Metal shall be installed to provide adequate resistance to bending to allow for normal thermal expansion and contraction.
  5. Metal joints shall be watertight.
  6. Metal flashings shall be securely fastened into solid wood blocking. Fasteners shall penetrate the wood nailer a minimum of 1 inch (25 mm).
  7. Airtight and continuous metal hook strips are required behind metal fascias. Hook strips are to be fastened 12 inches (0.3 m) on center into the wood nailer or masonry wall.
  8. Counter flashings shall overlap base flashings at least 4 inches (100 mm).
  9. Hook strips shall extend past wood nailers over wall surfaces by 1-1/2 inch (38 mm) minimum and shall be securely sealed from air entry.
- D. Metal Base Flashings/Edge Metal
1. All flashings shall be installed concurrently with the roof membrane as the job progresses. No temporary flashings shall be allowed without the prior written approval of the Owner's and Architect. Acceptance shall only be for specific locations on specific dates. If any water is allowed to enter under the newly completed roofing due to incomplete flashings, the affected area shall be removed and replaced at the Applicator's expense.
  2. Metal flashings shall be formed and installed per the Detail Drawings.
    - a. All metal flashings shall be fastened into solid wood nailers with two rows of post galvanized flat head annular ring nails, 4 inches (100 mm) on center staggered. Fasteners shall penetrate the nailer a minimum of 1 inch (25 mm).
    - b. Metal shall be installed to provide adequate resistance to bending and allow for normal thermal expansion and contraction.
  3. Adjacent sheets of flashing shall be spaced 1/4 inch (6 mm) apart. The joint shall be covered with 2 inch (50 mm) wide aluminum tape. A 4 inch minimum (100 mm) wide strip of roofing system flashing membrane shall be hot-air welded over the joint. Exercise caution at perimeter of roof.
  4. Edge Grip Fascia
    - a. Position the roof membrane over edge of roof and down outside face of wall covering wood nailer(s) completely. Allow 1/2 inch (13 mm) of excess membrane to extend down past the wood nailer. Hot-air weld all seams making sure there are no voids in welds.
    - b. Apply a 3/8 inch (10 mm) continuous bead of manufacturer approved sealant to the clean bottom of formed retainer. Install formed retainer from right to left as seen from rooftop. Overlap joints of straight run sections a minimum of 1 inch (25 mm) and corner sections a minimum of 5 inches (127 mm). Field cut sections as necessary.
    - c. Fasten formed retainer into side of nailer 12 inches (0.3 m) on center. Use fasteners provided with Edge Grip system; 1-1/2 inch (38 mm) hex head stainless steel fasteners with neoprene washers.
    - d. Fasteners shall provide a minimum 240 lbs. (109 kg) pull-out resistance; suitable for the substrates to which being installed.
    - e. Install concealed joint splice plates intersecting sections of snap-on fascia cover joints.

- f. Position snap-on fascia cover so that its top engages the formed retainer top. Rotate downward engaging bottoms of snap-on fascia cover and formed retainer. Allow 1/4 inch (6 mm) gap between snap-on fascia sections for thermal expansion. Field cut where necessary.

E. TEMPORARY CUT-OFF

1. All flashings shall be installed concurrently with the roof membrane in order to maintain a watertight condition as the work progresses. All temporary waterstops shall be constructed to provide a 100 percent watertight seal. The stagger of the insulation joints shall be made even by installing partial panels of insulation. The new membrane shall be carried into the waterstop. Waterstop shall be sealed to the deck or substrate so that water will not be allowed to travel under the new or existing roofing. The edge of the membrane shall be sealed in a continuous heavy application of sealant. When work resumes, the contaminated membrane shall be cut out. All sealant, contaminated membrane, insulation fillers, etc. shall be removed from the work area and properly disposed of off-site. None of these materials shall be used in the new work.
2. If inclement weather occurs while a temporary waterstop is in place, the contractor shall provide the labor necessary to monitor the situation to maintain a watertight condition.
3. If any water is allowed to enter under the newly-completed roofing, the affected area shall be removed and replaced at the Applicator's expense.

3.14 FIELD QUALITY CONTROL

- A. See Section 01400 – Quality Requirements for general requirements for field quality control and inspection.
- B. Require site attendance of roofing and insulation material manufacturer's daily during installation of the work.

3.15 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.

3.16 PROTECTION

- A. Protect installed roofing and flashing from construction operations.
- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

3.17 COMPLETION

- A. Prior to demobilization from the site, the work shall be reviewed by the Architect and the Applicator. All defects noted and non-compliances with the Specifications or the recommendations of the roofing system manufacturer shall be itemized in a punch list. These items must be corrected immediately by the Applicator to the satisfaction of the Architect and the roofing system manufacturer prior to demobilization.
- B. All Warranties referenced in this Specification shall have been submitted and have been accepted at time of contract award.

**END OF SECTION**

**SECTION 076200**  
**SHEET METAL FLASHING AND TRIM**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Fabricated sheet metal items, including flashings, pitch pockets, lead-coated copper, counterflashings, and fascia.
- B. Reglets and accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 06100 - 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 01300 - 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.
- C. Lead-Coated Copper
  - 1. Provide lead coated copper where specified on the drawings and where currently used. Copper shall be 20 oz. Construct in conformance with that shown and described on the drawings.
  - 2. Where lead-coated copper (L.C.C.) is specified on the drawings and/or where required to be replaced in the field, copper shall be coated on both sides with lead weighing 6 to 7-1/2 pounds per 100 square feet for each side. Lead-coated sheet shall conform to ASTM Specification B101, Type 1, Class A.
  - 3. Lead-coating shall be applied by hot dip process. Weights of lead-coated copper specified shall be weights of sheet copper exclusive of lead coating. All lead-coated copper shall have finish not rougher than Leadtex 15.
  - 4. Refer also to Section 05500, herein.

## 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 07900.
- 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 01400 - 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 07800

### ROOF ACCESSORIES

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

###### A. Scope:

1. To install a portable, non-penetrating, rooftop support system for:
  - a. piping
  - b. cable trays, conduits and cables
  - c. tower up-lighting frames

###### B. Related Work:

1. Fabrication and installation of galvanized uni-strut frames for existing tower up-lighting
2. Re-install existing cable trays, junction boxes, conduits, and gas lines as shown on drawings.

##### 1.02 REFERENCES

- A. ASTM A 123/A 123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- B. ASTM A 153/A 153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- C. ASTM A 525 - Specification for General Requirements for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process
- D. ASTM D 1929 - Standard Test Method for Determining Ignition Temperature of Plastics.
- E. MSS SP-58 - Pipe Hangers and Supports -- Materials, Design and Manufacture; Manufacturers Standardization Society of the Valve and Fittings Industry.
- F. MSS SP-69 - Pipe Hangers and Supports -- Selection and Application; Manufacturers Standardization Society of the Valve and Fittings Industry

##### 1.03 SYSTEM DESCRIPTION

- A. Support piping on roof with an engineered prefabricated system designed for installation without roof penetrations, flashing or damage to the roofing material. The system shall consist of bases, made of high density polypropylene plastics with UV Protection, a HDG structural steel frame and suitable pipe hangers for the application. Nuts, threaded rods and washers shall be HDG, spring nuts and bolts for spring nuts will be electro-plated. System shall be custom designed to fit piping and conduit to be installed and the actual conditions of service.

##### 1.04 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
  1. Preparation instructions and recommendations.
  2. Storage and handling requirements and recommendations.
  3. Installation methods.

- B. Shop Drawings: Show installation layout, sizes of units, and details of installation.
- C. Verification Samples: Actual samples of bases, each type of support, hanger, and fasteners, and not less than 12 inches (300 mm) of framing members.
- D. Manufacturer's Certificates: Certify products meet or exceed specified requirements.
- E. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic checking and adjustment of components

#### 1.05 QUALITY ASSURANCE

- A. Comply with governing codes and regulations.
- B. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years.
- C. Use experienced installers.

#### 1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver all materials to project site in manufacturer's original packaging, marked with manufacturer's name, product model names and catalog numbers, identification numbers, and other related information.
- B. Store materials under cover until needed for installation.

### PART 2 - PRODUCTS

#### 2.01 GENERAL

- A. Supports specified here-in are manufactured by PHP Systems/Design. Contractor shall install these supports or architect approved equal (such as those manufactured by RTS / Rooftop Support Systems or Erico, Inc, etc.).

#### 2.02 APPLICATION

- A. See drawings for details and locations.
- B. Support pipes, conduit, cable trays, and ducts minimum of 6 inches above roof surface.
  1. Support spacing shall not exceed 10 feet.
  2. For Electrical and Gas Lines 3-1/2 inches (89 mm) in Diameter or less, up to 16 inches (406 mm) above roof: Portable Pipe Hanger Model number PP10.
  3. For single Electrical and Gas Lines 3 to 8 inches (80-200 mm) in Diameter: Portable Pipe Hanger Model number PS 1-2.
  4. For Cable Tray: Portable Pipe Hanger Model number PPH-D - Goal Post style.
  5. For Condensing Unit Junction Boxes (at platform on Fire Station roof): Portable Pipe Hanger Model number PPH-D - Enclosed style.
  6. For tower up-lighting frames: Portable Rooftop Unit Support Model number RTU-20.

#### 2.03 MATERIALS

- A. Portable Support System: Engineered, portable system specifically designed for installation without the need for roof penetrations or flashings, and without causing damage to the roofing membrane.
  1. Design system using high density / high impact polypropylene bases with carbon black, anti-oxidants for UV protection, and steel framing for support is 1-5/8 inch (41 mm) B22TH or 1-7/8 inch (48 mm) BTS22TH.
  2. Custom design system to fit piping, conduits, equipment, or walkways to be installed and actual conditions of service and loading.

3. Piping Supports: Provide suitable hangers and supports.
  4. Duct and Equipment Supports: Factory fabricated to support exact duct sizes and equipment to be installed.
  5. Walkways and Platforms: Provide galvanized slotted metal grating, in configurations as indicated, and tubular handrails where indicated.
- B. Bases: Injection molded high density / high impact polypropylene with UV-inhibitors and anti-oxidants, conforming to the following:
1. Moisture Content: Negligible.
  2. Shrinkage/Swelling Due to Moisture: Negligible.
  3. Density: 55.8 lb/cu ft (894 kg/cu m).
  4. Insect Resistance: No known insect damage potential.
  5. Chemical Resistance (oil, brake fluid, gasoline, diesel, antifreeze, battery acid, and sulfuric acid): No visual or physical change apparent.
  6. Flammability: No ignition after 10 minutes, 25 kW/m, when tested in accordance with ASTM D 1929.
  7. Sized as required by loading conditions and as indicated on the drawings.
  8. Shop fabricated with inserts for square tubing or threaded rods as required.
  9. Color: Integral black color as molded.
  10. Bases for Mechanical Attachment: Sealant chamber around penetration point, with injection port for sealing after fastening; beveled lip for sealant bead around entire diameter.
  11. Do not use bases containing carbonated plastics, press molded recycled rubber and plastics, steel, stainless steel, or any injection molded threaded receivers.
- C. Steel Framing:
1. Channel Types: 1-5/8 inch (41.3 mm) B22TH or 1-7/8 inch (47.6 mm) BTS22H, as required for loading conditions.
  2. Thickness: 12 gage (2.7 mm).
  3. Form: Roll-formed 3-sided or tubular shape, perforated with 9/16 inch (14.3 mm) holes at 1-7/8 inch (47.6 mm) centers on three sides.
  4. Finish: Hot dip galvanize in accordance with ASTM A 123 after fabrication, free of roughness, whiskers, unsightly spangles, icicles, runs, barbs, sags, droplets, and other surface blemishes.
  5. Do not use tubing or tube steel.
- D. Stainless Steel Framing:
1. Channel Types: 1-5/8 inch (41.3 mm) or 1-7/8 inch (47.6 mm), as required for loading conditions.
  2. Thickness: 12 gage (2.7 mm).
  3. Form: Roll-formed 3-sided or tubular shape.
  4. Finish: Mill finish.
  5. Do not use tubing or tube steel.
- E. Pipe Supports and Hangers: Conform to MSS SP-58 and MSS SP-69 and as follows:
1. Fabricate of carbon steel where framing is carbon steel; fabricate of stainless steel where framing is stainless steel; finished same as framing.
  2. Sizes 2-1/2 inch (63 mm) and smaller: Single roller supports for piping subject to expansion and contraction; 3-sided channels and pipe clamps.
  3. Sizes 3 inch (76 mm) and larger: Rollers, clevis hangers, or band hangers, to allow for expansion and contraction without movement of the bases or framing.
- F. Accessories: Clamps, bolts, nuts, washers, and other devices as required for a complete system.
1. Carbon Steel: Hot-dip galvanized in accordance with ASTM A 153/A 153M.
  2. Stainless Steel: Mill finish.
  3. For Mechanical Fastening to Deck: On wood and steel decks, use bolts with toggle wings; on concrete decks use threaded rods and adhesive anchors, with rod embedded at least

1-3/4 inches (44 mm) into concrete.

### PART 3 - EXECUTION

#### 3.01 EXAMINATION

- A. Verify that roofing system is complete and that roof surfaces are smooth, flat, and ready to receive work of this section.
- B. Verify that roof surface temperature is at minimum 60 degrees F (15.5 degrees C), for proper adhesive performance.

#### 3.02 PREPARATION

- A. Clean surfaces of roof in areas to receive portable support bases.
  - 1. Remove dirt, dust, oils, and other foreign materials.
- B. Use care in handling portable support system components during installation, to avoid damage to roofing, flashing, equipment, or related materials.

#### 3.03 INSTALLATION

- A. Pipe, Duct, Cable, and Conduit Support Systems:
- B. Locate bases and support framing as indicated on drawings and as specified herein. Provide complete and adequate support of all piping, ducts, and conduit, whether or not all required devices are shown.
- C. The use of wood for supporting piping is not permitted.
- D. Provide supports spaced so deflection of piping does not exceed 1/240 of span.
- E. Install framing at spacing indicated, but in no case at greater than 10 feet (3 m) on center.
- F. Accurately locate and align bases.
  - 1. Consult manufacturer of existing or new roofing system as to the type of isolation pads required between the roof and base.
  - 2. Set isolation pads in adhesive if required by manufacturer's instructions.
  - 3. Place bases on isolation pads.
  - 4. Adhere or mechanically attach if required by code.
- G. Set framing posts into bases and assemble framing structure as indicated.
- H. Use galvanized fasteners for galvanized framing and stainless steel fasteners for stainless steel framing.

#### 3.04 CLEANING AND PROTECTION

- A. Remove all packaging, unused fasteners, adhesive, and other installation materials from the project site.
- B. Remove adhesive from exposed surfaces of supports and bases, and leave the work in clean condition.
- C. Provide protection as required to leave the work in undamaged condition at the time of substantial completion.

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.

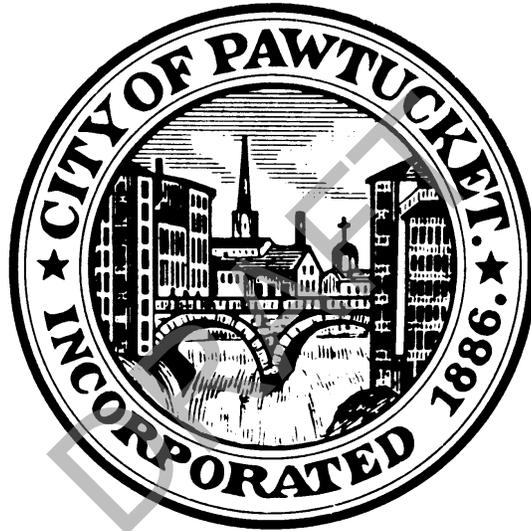
END OF SECTION

## **Appendix E**

**City of Pawtucket Standard Form of Agreement Sample**

**CONTRACT AGREEMENT  
FOR:**

**CITY HALL ROOF REPAIR**



**PAWTUCKET, RHODE ISLAND**

PURCHASING DIVISION  
137 ROOSEVELT AVE.  
PAWTUCKET, RHODE ISLAND

[DATE]

## **CONTRACT AGREEMENT**

### **CITY HALL ROOF REPAIR**

Pawtucket, Rhode Island

#### **1. AGREEMENT FOR SERVICES**

This Agreement for Services (hereinafter the "Agreement" or "Contract") made this ##th day of February, 2015 between the City of Pawtucket, a municipal corporation of the State of Rhode Island, with a business address of 137 Roosevelt Avenue, Pawtucket, Rhode Island (hereinafter the "City") and "Contractor X", a company authorized to do business in the State of Rhode Island, with a business address of [Address] (hereinafter the "Contractor").

#### **2. SCOPE OF CONTRACTOR SERVICES**

This is a contract to provide the City with construction services as specified herein and as set forth in the following Exhibits, all of which are attached hereto and incorporated into this Agreement by reference herein:

- Exhibit 1 – Request for Proposals #14-064 dated XX/XX/2015 and;
- Exhibit 2 – Rhode Island Department of Labor and Training Municipal Contract Addendum Re: Prevailing Wage Requirements;

and all addenda issued and any resulting negotiations, and the RFP response received by the City from the Contractor.

#### **3. COMPENSATION FOR SERVICES**

The City shall pay the Contractor in the following sums for work performed under this Agreement after the effective date as set out below:

\$#####

The payment and performance of any obligations under this contract for years beyond the first fiscal year are subject to the availability of funds. Payment will not be made until services have been fully performed and accepted, and upon a properly submitted invoice. All invoices must clearly display the purchase order number.

#### **4. RHODE ISLAND LAW AND FORUM**

(a) This Agreement shall be construed according to the law of the State of Rhode Island.

(b) Any litigation between the City and the Contractor arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Providence County Superior Court, and in the federal courts, in the United States District Court for the District of Rhode Island.

#### **5. NOTICE**

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City:

Andrew Silvia, PE, Chief of Project Development  
250 Armistice Boulevard  
Pawtucket, RI 02860

If to the Contractor:

[point of contact information]

**6. COMPLIANCE WITH LAWS**

Contractor shall materially comply with any and all Federal, state and local laws and regulations now in force and which may hereafter during the term of this contract, be enacted and become effected which are applicable, as well as obtaining any and all required permits and licenses.

**7. TIMEFRAME TO COMPLETE**

The Contractor shall complete the consulting services located in the City of Pawtucket, Rhode Island no later than [Date TBD].

**8. WAIVERS**

No waiver of any breach or any one or more of the conditions or covenants of this Contract by City or Contractor shall be deemed to imply or to constitute a waiver of any prior or succeeding breach; and the failure of City or Contractor to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained or any one of them shall not constitute or be construed as a waiver or relinquishment of City's or Contractor's right to thereafter enforce any such default, or any term, covenants, agreement or condition.

**CONTRACTOR**

\_\_\_\_\_  
WITNESS

Subscribed and sworn to before me in the \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**CITY OF PAWTUCKET**

\_\_\_\_\_  
WITNESS

Subscribed and sworn to before me in the \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**EXHIBIT 1:**

**REQUEST FOR PROPOSALS #14-064 DATED XX/XX/2015**

DRAFT

**RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING MUNICIPAL  
CONTRACT ADDENDUM RE: PREVAILING WAGE REQUIREMENTS**

DRAFT

**MUNICIPAL CONTRACT ADDENDUM**  
**RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING**  
**PREVAILING WAGE REQUIREMENTS**  
**(37-13-1 ET SEQ.)**

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at [www.dlt.ri.gov/pw/Posters.htm](http://www.dlt.ri.gov/pw/Posters.htm) or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at [www.dlt.ri.gov](http://www.dlt.ri.gov) on or before July 1<sup>st</sup> of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1<sup>st</sup> of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any subcontractors and their assignees for prevailing wage work performed pursuant to this contract;
6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;

7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at [www.dlt.ri.gov/pw.forms/htm](http://www.dlt.ri.gov/pw.forms/htm), as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and
12. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at [www.dlt.ri.gov/pw](http://www.dlt.ri.gov/pw).

## CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

DRAFT

APPENDIX A

**TITLE 37**  
**Public Property and Works**  
**CHAPTER 37-13**  
**Labor and Payment of Debts by Contractors**  
**SECTION 37-13-5**

**§ 37-13-5 Payment for trucking or materials furnished – Withholding of sums due.** – A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

APPENDIX B

**TITLE 37**

**Public Property and Works**

**CHAPTER 37-13**

**Labor and Payment of Debts by Contractors**

**SECTION 37-13-7**

**§ 37-13-7 Specification in contract of amount and frequency of payment of wages.**

– (a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

- (1) The basic hourly rate of pay; and
- (2) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.

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# Appendix F

## General Wage Rate Decision – Davis Bacon

General Decision Number: RI150001 07/10/2015 RI1

Superseded General Decision Number: RI20140001

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015
2	03/13/2015
3	04/03/2015
4	05/01/2015
5	06/05/2015
6	06/12/2015
7	06/19/2015
8	07/10/2015

ASBE0006-006 12/01/2014

	Rates	Fringes
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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).....	\$ 31.18	17.80
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ASBE0006-008 09/01/2014

	Rates	Fringes
--	-------	---------

Asbestos Worker/Insulator Includes application of		
--	--	--

all insulating materials,  
 protective coverings,  
 coatings & finishes to all  
 types of mechanical systems.\$ 38.98 24.15

BOIL0029-001 10/01/2009

	Rates	Fringes
BOILERMAKER.....	\$ 38.25	17.04

BRII0003-001 12/01/2014

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....	\$ 35.94	23.67

BRII0003-002 03/01/2015

	Rates	Fringes
Marble Setter, Terrazzo Worker & Tile Setter.....	\$ 35.72	24.74

BRII0003-003 03/01/2015

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 30.20	23.45

CARP0094-001 06/07/2015

	Rates	Fringes
CARPENTER (Includes Soft Floor Layer).....	\$ 34.56	24.75
Diver Tender.....	\$ 35.56	24.75
DIVER.....	\$ 46.36	24.75
Piledriver.....	\$ 34.56	24.75
WELDER.....	\$ 35.56	24.75

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.

-----  
CARP1121-002 04/01/2015

	Rates	Fringes
MILLWRIGHT.....	\$ 34.09	25.88

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\* ELEC0099-002 06/01/2015

	Rates	Fringes
ELECTRICIAN.....	\$ 35.33	60.73%
Teledata System Installer.....	\$ 26.87	13.72%+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 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.38	28.385+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.

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ENGI0057-001 06/01/2014

	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	22.35+a
GROUP 2.....	\$ 31.77	22.35+a
GROUP 3.....	\$ 28.92	22.35+a
GROUP 4.....	\$ 35.20	22.35+a
GROUP 5.....	\$ 26.00	22.35+a
GROUP 6.....	\$ 20.00	22.35+a
GROUP 7.....	\$ 31.85	22.35+a
GROUP 8.....	\$ 35.77	22.35+a

a. BOOM LENGTHS, INCLUDING JIBS:

- 150 feet and over + \$ 2.00
- 180 feet and over + \$ 3.00
- 210 feet and over + \$ 4.00
- 240 feet and over + \$ 5.00
- 270 feet and over + \$ 7.00
- 300 feet and over + \$ 8.00
- 350 feet and over + \$ 9.00
- 400 feet and over + \$10.00

a. 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.

a. 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.

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ENGI0057-002 05/05/2014

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	22.35+a
GROUP 2.....	\$ 26.00	22.35+a
GROUP 3.....	\$ 20.00	22.35+a
GROUP 4.....	\$ 26.58	22.35+a
GROUP 5.....	\$ 30.28	22.35+a
GROUP 6.....	\$ 29.90	22.35+a
GROUP 7.....	\$ 25.55	22.35+a
GROUP 8.....	\$ 26.93	22.35+a
GROUP 9.....	\$ 28.88	22.35+a

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

a. 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

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ENGI0057-003 06/01/2014

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1.....	\$ 35.42	22.35+a
GROUP 2.....	\$ 35.20	22.35+a
GROUP 3.....	\$ 31.20	22.35+a
GROUP 4.....	\$ 28.35	22.35+a

GROUP 5.....	\$ 34.50	22.35+a
GROUP 6.....	\$ 34.07	22.35+a
GROUP 7.....	\$ 31.39	22.35+a

a. BOOM LENGTHS, INCLUDING JIBS:

- 150 ft. and over: + \$ 2.00
- 180 ft. and over: + \$ 3.00
- 210 ft. and over: + \$ 4.00
- 240 ft. and over: + \$ 5.00
- 270 ft. and over: + \$ 7.00
- 300 ft. and over: + \$ 8.00
- 350 ft. and over: + \$ 9.00
- 400 ft. and over: + \$10.00

a. 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.

- a. 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 03/16/2014

	Rates	Fringes
IRONWORKER.....	\$ 33.56	22.87

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LABO0271-001 06/01/2014

BUILDING CONSTRUCTION

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 28.05	22.45
GROUP 2.....	\$ 28.30	22.45
GROUP 3.....	\$ 28.80	22.45
GROUP 4.....	\$ 29.05	22.45
GROUP 5.....	\$ 30.05	22.45

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

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LABO0271-002 06/01/2014

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
LABORER		
COMPRESSED AIR		
Group 1.....	\$ 45.48	20.70
Group 2.....	\$ 35.00	20.70
Group 3.....	\$ 47.48	20.70
FREE AIR		
Group 1.....	\$ 37.55	20.70
Group 2.....	\$ 35.00	20.70
Group 3.....	\$ 39.55	20.70
LABORER		
Group 1.....	\$ 28.05	20.70
Group 2.....	\$ 28.30	20.70
Group 3.....	\$ 29.05	20.70
Group 4.....	\$ 21.55	20.70
Group 5.....	\$ 30.05	20.70
OPEN AIR CAISSON, UNDERPINNING WORK AND BORING CREW		
Bottom Man.....	\$ 34.05	20.70
Top Man & Laborer.....	\$ 33.10	20.70
TEST BORING		
Driller.....	\$ 34.50	20.70
Laborer.....	\$ 33.10	20.70

## 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

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PAIN0011-005 06/01/2015

Rates

Fringes

## PAINTER

Brush, Roller, Taper, Wall Coverer.....	\$ 31.52	19.35
Epoxy, Tanks, Towers, Swing Stage & Structural Steel.....	\$ 33.52	19.35
Spray, Sand & Water Blasting.....	\$ 32.52	19.35

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PAIN0011-006 06/01/2015

	Rates	Fringes
GLAZIER.....	\$ 35.08	19.35

FOOTNOTES:

SWING STAGE: \$1.00 per hour additional.

PAID HOLIDAYS: Labor Day & Christmas Day.

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PAIN0011-011 06/01/2015

	Rates	Fringes
Painter (Bridge Work).....	\$ 45.95	19.35

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PAIN0035-008 06/01/2011

	Rates	Fringes
Sign Painter.....	\$ 24.79	13.72

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PLAS0040-001 07/14/2014

BUILDING CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.95	24.60
PLASTERER.....	\$ 33.00	24.35

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.

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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 03/01/2015

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 36.63	27.45

ROOF0033-004 06/01/2015

	Rates	Fringes
ROOFER.....	\$ 34.03	21.34

SFRI0669-001 07/01/2013

	Rates	Fringes
SPRINKLER FITTER.....	\$ 39.76	19.87

SHEE0017-002 06/01/2015

	Rates	Fringes
Sheet Metal Worker.....	\$ 34.08	32.83

TEAM0251-001 05/01/2014

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 26.71	19.7025+A+B
GROUP 2.....	\$ 26.86	19.7025+A+B
GROUP 3.....	\$ 26.91	19.7025+A+B
GROUP 4.....	\$ 26.96	19.7025+A+B
GROUP 5.....	\$ 27.06	19.7025+A+B
GROUP 6.....	\$ 27.46	19.7025+A+B
GROUP 7.....	\$ 27.66	19.7025+A+B
GROUP 8.....	\$ 27.16	19.7025+A+B
GROUP 9.....	\$ 27.41	19.7025+A+B
GROUP 10.....	\$ 27.21	19.7025+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

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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)).

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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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

## Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## 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

## **Appendix G**

### **Hazardous Materials Sample Results and Action Plan**



May 12, 2015

City of Pawtucket  
Attn: Mr. Andrew Silvia  
250 Armistice Boulevard  
Pawtucket, RI 02860

Re: Asbestos Bulk Sample Results – Pawtucket City Hall Roofs. Report Revision 1

Dear Mr. Silvia,

RI Analytical Laboratories (RIAL) personnel conducted bulk sampling for materials suspected of containing asbestos on April 23<sup>rd</sup> and 24<sup>th</sup>, and May 8<sup>th</sup> 2015, at Pawtucket City Hall. Sampling was conducted from materials likely to be disturbed during the renovation of the Fire Station roof, Police Station roof and 4 small flat roofs around the central tower of the Pawtucket City Hall.

### ASBESTOS REPORT

#### **Introduction:**

RIAL collected fifty eight (58) bulk samples on April 23<sup>rd</sup> and 24<sup>th</sup>, 2015 from twenty (20) different materials suspected of containing asbestos that are likely to be disturbed during the renovation project in accordance with EPA NESHAP regulation 40 CFR 61 subpart M. Refer to Table 1 – Suspect Materials-Asbestos, below. These suspect materials were observed and touched to determine their condition and friability (i.e. if they could be crumbled to powder by finger pressure).

The bulk material samples were submitted to our certified, in-house laboratory for analysis. The samples were prepared and analyzed by Polarized Light Microscopy (PLM) for the presence, content and type of asbestos in accordance with the EPA 600/R-93/116 analytical method with gravimetric reduction for NOB (non-friable organically bound) materials. Refer to **Attachment 1** for the actual analytical results.

#### **Observations:**

Below are observations and descriptions of each of roof sampled as part of this project.

#### **Police Station and Fire Station Roofs:**

The police station and fire station roof fields consist of a Sarnafil (white PVC) roof membrane over one to five layers of ISO board insulation. Below the ISO Board insulation was a layer of tarpaper, then layers of mopped asphalt and asphalt felt papers. There is a rosin paper below the asphalt felt papers and all of this sits on a soft concrete deck. No penetrations were made in this soft concrete but it slopes up as it approaches the perimeter parapet walls and appears to be approximately 2" thick.

The police station and fire station roof perimeter consists of a three foot high parapet walls. The wall has large capstone blocks on top of a concrete (interior) and brick (exterior) walls. Where the capstones meet the parapet walls there is a bead of silicone caulk and leaded copper flashing and in some places an aluminum flashing. There some are small dabs of black sealer and beige glue in some locations on the metal flashing. The Sarnafil membrane extends approximately one foot up the perimeter walls, with black sealers/mopped asphalt layer on the concrete of the parapet wall and brick of the adjacent City Hall outside walls beneath the Sarnafil.

The police station and fire station roofs each have a lower, recessed area referred to as a courtyard. The courtyard is surrounded by brick walls. The brick walls have a bead of silicone caulking above a leaded copper flashing at the bottom of the wall. The white PVC membrane extends up the wall about a foot. On the brick wall under the white PVC membrane are a beige glue with black sealer and cold tar pitch. The roof field in each courtyard comprises white PVC membrane with two layers of ISO Board insulation beneath. Below the insulation is an asphalt layer on top of hard concrete.

#### **North Tower Roof and South Tower Roof:**

The north and south flat roofs next to the tower had roof fields that consist of a black EPDM membrane over a layer of ISO board insulation. Under the insulation is a hard concrete plank deck.

The perimeter of these roofs has a three foot high parapet wall. The wall has large stone blocks on top of a concrete wall on the roof side. Where the stone meets the concrete wall there is a bead of silicone caulk and leaded copper flashing. On the leaded copper flashing are small dabs of black sealer. The EPDM membrane extends one foot up the parapet wall and up the wall of the tower. Underneath the EPDM membrane on the perimeter walls is a black sealer/mopped asphalt layer. The roof field is an EPDM membrane over a layer of ISO board insulation. Underneath the insulation is a layer of mopped asphalt on top of hard concrete plank deck.

#### **East Tower Roof:**

The east flat roof next to the tower has a roof field that consists of a black EPDM membrane over a layer of ISO board insulation, which is on top of another EPDM membrane. Below the second EPDM membrane is another layer of ISO board insulation on top of a soft concrete deck that appears to be the same material found on the police station and fire station roofs.

The perimeter of this roof has a three foot high parapet wall. The wall has large capstone blocks on top of a concrete wall on the roof side. Where the stone meets the concrete wall there is a bead of silicone caulk and leaded copper flashing. On the leaded copper flashing are some small dabs of black sealer. The EPDM membrane extends about one foot up the perimeter walls. Underneath the EPDM membrane on the perimeter walls is a black sealer/mopped asphalt layer. The roof field is an EPDM membrane over a layer of ISO board insulation. Underneath the insulation is a layer of mopped asphalt on top of soft concrete deck.

### **West Tower Roof:**

The west tower roof field consists of a Sarnafil (white PVC) roof membrane over two layers of ISO board insulation. Below the ISO Board insulation is a layer of tarpaper, then layers of mopped asphalt and asphalt felt papers. A rosin paper sits below the asphalt felt papers and all of this sits on a soft concrete deck that appears to be the same material found on other roofs.

The west tower roof perimeter consists of a three foot high parapet wall. The wall has large capstone blocks on top of a concrete wall on the roof side. Where the capstones meet the perimeter wall there is a bead of silicone caulk and leaded copper flashing. On the leaded copper flashing are small dabs of black sealer. The Sarnafil membrane extends one foot up the perimeter walls. Underneath the Sarnafil membrane is a black sealer/mopped asphalt layer on the perimeter walls. The roof field is a Sarnafil membrane with one layer of ISO Board insulation. Below the insulation was a layer of mopped asphalt on a soft concrete deck.

### **Gypsum Plank Bottom Roof Decks.**

No interior inspection as well as inspection of underside of roof decks was included in RIAL's scope of work. The architect mentioned on Thursday, May 7, 2015 that there were gypsum planks constituting the bottom roof decks on the undersides of the City Hall roofs and that it appeared that the same planks may be present on several other roofs. These gypsum plank materials were not visible or accessible from the top sides of the roofs inspected as part of our scope of work.

Three (3) samples had previously been collected from hard concrete roof planks under roof materials on the Tower north and south small roofs while inspecting and sampling those roofs from above, all tested as "None Detected" for asbestos. These planks may be different from the gypsum planks.

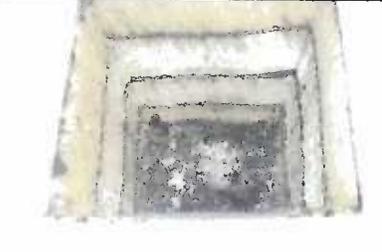
As a courtesy and for informational purposes only, RIAL personnel collected an additional two (2) representative samples from interior gypsum plank roof deck material and fallen debris on Friday, May 8<sup>th</sup>, 2015.

The roof attic space on the east side of the deeds office was inspected and samples collected. The sloping roof deck appeared to be a cementitious or gypsum plank type material that is significantly damaged with friable spalling and fallen debris in some areas. This plank type material is apparently also located under roof materials and a +/-2" soft concrete layer identified as the roof deck material during our inspections on FD, PD, Tower west and Tower east roofs, as well as beneath decorative terracotta tiles on the sloped roofs on west and east of City Hall and flat roofs between them. The soft concrete layer previously tested "None Detected" for asbestos.

Two samples collected, one from spalling underside of roof deck gypsum plank material and another from fallen debris on top of a steel duct in the east attic off the south deeds office, tested as "None Detected" for asbestos.

We recommend that additional sampling and analysis for asbestos be completed to verify that all these cementitious or gypsum plank decks are in fact of the same material as there are a number of roof replacement projects that will impact these materials.

**Table 1**  
**Suspect Materials - Asbestos**

Line #	Material Description [condition, friability]	Number of sample collected	Representative Photograph
1	Tarpaper under ISO Board [not damaged, friable] Location 1 Fire Department Roof	4	
2	Mopped Asphalt Layer [not damaged, non-friable] Location 3 Fire Department Roof	6	
3	Asphalt Felt Paper Under Mopped Asphalt Layer [not damaged, non-friable] Location 3 Fire Department Roof	7	
4	Rosin Paper [not damaged, friable] Location 3 Fire Department Roof	4	

5	<p>Soft Concrete                  [not damaged, non-friable]                  Location 15 Police Department Roof</p>	8	
6	<p>Black Sealer on Parapet Wall Under Roof                  Membrane [not damaged, non-friable]                  Location 20 North Tower Roof</p>	6	
7	<p>Fiber Board Remnant Under ISO Board                  [damaged, friable]                  Location 2 Fire Department Roof</p>	2	
8	<p>Hard Concrete Roof Decking, Tower south roof                  [not Damaged, non-friable]                  Location 22 South Tower Roof</p>	5	

9	Gray Brittle Glazing Putty Under Silicone on Skylight [damaged, friable] Location 4 Fire Department Roof	1	
10	Gray Brittle Sealer on Steel Vent Pipe [not damaged, non-friable] Location 5 Fire Department Roof	1	
11	Asphalt Layer on Concrete [not damaged, non-friable] Location 14 Police Department Roof	4	
12	Beige Glue with Black Sealer on Brick Wall Under PVC Membrane [not damaged, non-friable] Location 7 Fire Department Roof	2	

13	Black Sealer on Leaded Copper Flashing [not damaged, non-friable] Location 23 South Tower Roof	3	
14	Beige Caulking on Leaded Copper Flashing [not damaged, non-friable] Location 8 Fire Department Roof	1	
15	Gray Caulk on Leaded Copper Flashing [not damaged, non-friable] Location 17 Police Department Roof	1	
16	Insulation Adhesive under ISO Board [not damaged, non-friable] Location 24 South Tower Roof	1	Not Pictured
17	Brown Tar Paper Under Wood on Equipment Curb Wall [damaged, friable] Location 14 Police Department Roof	1	

18	Black Tarpaper Under Wood on Curb Wall [damaged, friable] Location 14 Police Department Roof	1	
19	Cementitious/gypsum plank bottom deck plank materials in east roof attic off deeds office [significantly damaged, friable]	1	
20	Fallen debris from Line #22 material [significantly damaged, friable]	1	

**Results of Inspection:**

Table 2 – Asbestos Bulk Sample Results below summarizes general information regarding the location, type of material, and physical condition of the suspect asbestos materials, as well as the testing results.

**Table 2  
 Asbestos Bulk Sample Results**

<b>Sample #</b>	<b>Description</b>	<b>Location (refer to attached drawing)</b>	<b>% Asbestos</b>	<b>Estimated Quantity</b>
01A, 03A, 12A, 13A	Tarpaper Under ISO Board	Location 1, 3, 12, and 13	Not Detected	N/A
01B1, 01B2, 03B1, 09A1, 21B, 24C	Mopped Asphalt Layer Under Tarpaper	Location 1, 3, 9, 21 and 24	Not Detected	N/A
03B2, 03B3, 03B4, 03B5, 09A2, 09A3, 09A4	Asphalt Felt Paper	Location 3 and 9	Not Detected	N/A
01C, 03C, 09B, 12B	Rosin Paper on Soft Concrete	Location 1, 3, 9, and 12	Trace*	N/A
01D, 02C, 03D, 06D, 09C, 11A, 13B, 14D,	Soft Concrete on Hard Concrete	Location 1, 2, 3, 6, 9, 13 and 14	Not Detected	N/A
02D, 07D, 19A, 21C, 22A	Hard Concrete	Location 2, 7, 19, 21 and 22	Not Detected	N/A
<b>02A, 06A, 012C, 20A, 21A, 24A</b>	<b>Black Sealer/Mopped Asphalt on Perimeter (Parapet and Building) Walls and at equipment curbs and penetrations, under PVC/rubber roof materials – may be adhered to PVC/rubber roof materials in some places</b>	<b>Location 2, 6, 12, 20, 21, and 24</b>	<b>5-15% Chrysotile</b>	<b>~1,010 sf</b>
02B, 06B	Fiberboard Remnant	Location 2 and 6	Not Detected	N/A
04A	Gray Brittle Glazing Putty Under Silicone on Skylight	Location 4	Not Detected	N/A
05A	Gray Brittle Sealer on Steel Vent Pipe	Location 5	Not Detected	N/A
06C, 07B, 07C, 14C	Asphalt Layer on Concrete	Location 6, 7, 14	Not Detected	N/A

Sample #	Description	Location (refer to attached drawing)	% Asbestos	Estimated Quantity
07A, 10A	Beige Glue with Black Sealer	Location 7 and 10	Not Detected	N/A
08A, 16A, 23A	<b>Black Sealer on Top of Leaded Copper/Metal Flashing and other penetrations</b>	<b>Location 8, 16, 23</b>	<b>5-15% Chrysotile</b>	<b>~50 sf</b>
08B	Beige Caulk on Leaded Copper Flashing	Location 8	Not Detected	N/A
14A	Brown Tarpaper Under Wood on Curb Wall	Location 14	Not Detected	N/A
14B	Black Tarpaper Under Wood on Curb Wall	Location 14	Not Detected	N/A
17A	Gray Caulk On Leaded Copper Flashing	Location 17	Not Detected	N/A
24 B	Insulation Adhesive Under ISO Board	Location 24	Not Detected	N/A
5/8/15-01	Cementitious or gypsum plank bottom deck material	East attic off the south deeds office	Not Detected	N/A
5/8/15-02	Fallen debris from cementitious or gypsum plank bottom deck material	East attic off the south deeds office	Not Detected	N/A

**Conclusions/Recommendations for Asbestos Control:**

The EPA and RI Department of Health (RIDOH) define ACM (Asbestos Containing Material) as any material that contains greater than 1% asbestos.

The black sealer on all the perimeter parapet and building walls under the roof membrane tested at 5-15% Chrysotile asbestos. If any such black sealer is adhered to either the EPDM or PVC roof membrane, the roof membrane material must be removed and disposed of as ACM waste. The black sealer that is visible on the leaded copper/metal flashing tested at 5-15% Chrysotile asbestos.

A sample of the rosin paper (sample 01A) tested trace for asbestos. All other samples of this homogenous material have tested negative for asbestos content. RIAL believes that the trace result is due to cross contamination and the rosin paper is not an asbestos containing material.

If the amount of asbestos containing material to be impacted by the upcoming renovation is greater than 25 square feet or 10 linear feet, an asbestos abatement plan needs to be prepared and submitted to the RIDOH and removal needs to be performed by a licensed asbestos abatement contractor.

If the ACM materials will not be impacted or disturbed, no abatement plan is needed, but the roofing contractor must be informed of the presence and location of ACM. If perimeter black sealer is adhered to the underside of the PVC or EPDM roof materials and it comes off with the PVC or EPDM during the roofing project, it is likely that more than 25 square feet of ACM will be disturbed and an abatement plan is required. Similarly, the ACM sealers on the metal flashing materials would need to be removed by a licensed asbestos abatement contractor if they will be disturbed by the project.

Once the abatement plan is approved, the RIDOH requires the RI Licensed asbestos contractor to notify with the appropriate information. Each approved RI Asbestos Abatement Plan is in effect for 1-year from the approval date. Any approved plan that the work has not started will be void after 6 months and need to be re-submitted.

We recommend that additional sampling and analysis for asbestos be completed to from gypsum plank bottom roof deck materials (as indicated above) be undertaken to verify that all these cementitious or gypsum plank decks are in fact of the same material as there are a number of roof replacement projects that will impact these materials.

#### **LIMITATIONS:**

There may be hidden and concealed suspect asbestos containing materials that may only be discovered during the work of the project. RIAL cannot be held responsible for the identification of materials that may be inaccessible or hidden. This report includes inspection and sampling of visible, accessible materials in accordance with the scope and budget established by the client and owner.

This evaluation does not document compliance by present or past site owners with federal, state, or local laws and regulations, nor does it claim or imply that all asbestos containing materials past, present, potential, or otherwise, have been detected at the referenced site.

All observations documented in this report were made under the conditions existing at the time of this investigation. Should changes from existing conditions occur in the future warranting additional analysis, they should be brought to the attention of RIAL for further investigation and documentation. Future discoveries after review by RIAL may merit modification of conclusions presented in this report.

If you have any questions, or if we can be of further assistance, please contact us at (401) 737-8500.

Sincerely,

RI Analytical Laboratories



Andrew Perreault  
Environmental Consultant

**Attachment 1**

**Asbestos Bulk Sample Results**

## CERTIFICATE OF ANALYSIS

R.I. Analytical (EAM Division)  
Attn: Mr. Ken Davis  
41 Illinois Avenue  
Warwick, RI 02888

**Date Received:** 4/23/2015  
**Date Reported:** 4/29/2015  
**Work Order #:** 1504-08154

Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF BULK SAMPLES

Enclosed please find your sample(s) analysis results for asbestos content. The six asbestos types include amosite, chrysotile, crocidolite, anthophyllite, tremolite, and actinolite.

**METHODOLOGY:** Polarized Light Microscopy (PLM) as suggested by EPA 600/R-93/116, July 1993 edition and EPA 600/M4-82-020, December 1982.

If the samples are found to be inhomogeneous, individual components will be analyzed separately. If individual components cannot be separated, the samples will be homogenized and a single result will be provided for the entire sample.

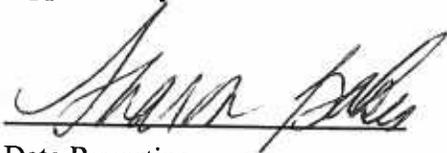
Sample results pertain only to items tested. The report must not be reproduced except in full with permission of R.I. Analytical. Samples submitted for analysis will be retained for three months for your future reference.

Our laboratory maintains NVLAP accreditation for bulk asbestos fiber analysis NVLAP lab code 101440-0.

This report must not be used to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government.

If you have any questions regarding this report, or if we may be of further assistance, please contact us.

Approved by:



Data Reporting

**R.I. Analytical Laboratories, Inc.**  
**CERTIFICATE OF ANALYSIS**

R.I. Analytical (EAM Division)

Date Received: 4/23/2015

Work Order #: 1504-08154

Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF BULK SAMPLES

**METHOD: EPA 600/R-93/116**

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
001	01A: TARPAPER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
002	01B1: ASPHALT MOPPED LAYER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
003	01B2: MOPPED LAYER W/O ASPHALT	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
004	01C: ROSIN PAPER	PLM Fiber Analysis			
		Asbestos	Detected	4/28/2015	EVH
		Chrysotile	TRACE %	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
005	01C: SOFT CONCRETE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Gray	4/28/2015	EVH

**R.I. Analytical Laboratories, Inc.**  
**CERTIFICATE OF ANALYSIS**

R.I. Analytical (EAM Division)  
 Date Received: 4/23/2015  
 Work Order #: 1504-08154  
 Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF BULK SAMPLES

**METHOD: EPA 600/R-93/116**

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
006	02A: BLACK SEALER ON CONCRETE	PLM Fiber Analysis			
		Asbestos	Detected	4/28/2015	EVH
		Chrysotile	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
007	02B: FIBER BOARD RESIDUAL	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Beige	4/28/2015	EVH
008	02C: SOFT CONCRETE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Beige	4/28/2015	EVH
009	02D: HARD CONCRETE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Gray	4/28/2015	EVH
010	03A: TARPAPER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
011	03B1: MOPPED ASPHALT PAPER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH

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**METHOD: EPA 600/R-93/116**

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
012	03B2: ASPHALT FELT PAPER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
013	03B3: ASPHALT FELT PAPER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
014	03B4: ASPHALT FELT PAPER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
015	03B5: ASPHALT FELT PAPER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
016	03C: ROSIN PAPER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Brown	4/28/2015	EVH

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**METHOD: EPA 600/R-93/116**

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
017	03D: SOFT CONCRETE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Gray	4/28/2015	EVH
018	04: GLAZIN PUTTY UNDER SILICON	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Gray	4/28/2015	EVH
019	05: SEALER (GRAY BRITTLE) STEEL PIPE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Gray	4/28/2015	EVH
020	06A: BLACK SEALER ON CONCRETE	PLM Fiber Analysis			
		Asbestos	Detected	4/28/2015	EVH
		Chrysotile	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
021	06B: FIBER BOARD REMANANT	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Brown	4/28/2015	EVH
022	06C: ASPHALT LAYER UNDER 06B	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH

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Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF BULK SAMPLES

**METHOD: EPA 600/R-93/116**

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
023	06D: SOFT CONCRETE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Beige	4/28/2015	EVH
024	07A: BEIGE GLUE W/BLACK SEALER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Beige	4/28/2015	EVH
025	07B: COLD TAR PITCH	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
026	07C: ASPHALT MATERIAL ON 07D	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
027	07D: HARD CONCRETE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Gray	4/28/2015	EVH
028	08A: BLACK SEALER ON FLASHING	PLM Fiber Analysis			
		Asbestos	Detected	4/28/2015	EVH
		Chrysotile	5-15 %	4/28/2015	EVH
		Non-fibrous	85-95 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH

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R.I. Analytical (EAM Division)

Date Received: 4/23/2015

Work Order #: 1504-08154

Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF BULK SAMPLES

**METHOD: EPA 600/R-93/116**

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
029	08B: BEIGE CAULKING ON FLASHING	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Beige	4/28/2015	EVH
030	09A1: MOPPED ASPHALT LAYER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
031	09A2: ASPHALT FELT PAPER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
032	09A3: ASPHALT FELT PAPER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
033	09A4: ASPHALT FELT PAPER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH

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Work Order #: 1504-08154

Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF BULK SAMPLES

**METHOD: EPA 600/R-93/116**

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
034	09B: ROSIN PAPER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Brown	4/28/2015	EVH
035	09C: SOFT CONCRETE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Gray	4/28/2015	EVH
036	10A: BEIGE GLUE W/BLACK SEALER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
037	11A: SOFT CONCRETE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Gray	4/28/2015	EVH
038	12A: TARPAPER AT TIN ROOF PIN	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
039	12B: ROSIN PAPER UNDER 12A	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Brown	4/28/2015	EVH

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R.I. Analytical (EAM Division)

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**METHOD: EPA 600/R-93/116**

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
040	13A: TARPAPER W/ASPHALTIC MATERIAL	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
041	13B: SOFT CONCRETE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Gray	4/28/2015	EVH
042	14A: BROWN TARPAPER UNDER WOOD	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
		Sample Color	Brown	4/28/2015	EVH
043	14B: BLACK TARPAPER UNDER WOOD	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
044	14C: TAR ON SOFT CONCRETE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH

**R.I. Analytical Laboratories, Inc.**  
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**METHOD: EPA 600/R-93/116**

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
045	14D: SOFT CONCRETE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Cellulose	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
		Sample Color	Gray	4/28/2015	EVH
046	16A: BLACK SEALER ON FLASHING	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
047	17A: GRAY CAULK ON FLASHING	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Gray	4/28/2015	EVH
048	012C Black sealer on parapet wal under EPDM	PLM Fiber Analysis			
		Asbestos	Detected	4/28/2015	EVH
		Chrysotile	5-15 %	4/28/2015	EVH
		Non-fibrous	85-95 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH

Project #150047  
 Pawtucket City Hall  
 Roof Bulk Samples





NOTE: SAMPLES MUST BE KEPT IN A SEALED CONTAINER AT ALL TIMES

**R. I. ANALYTICAL LABORATORIES, INC.**

41 Illinois Avenue  
Warwick, Rhode Island 02888  
(401) 737-8500  
Fax (401) 738-1970

131 Coolidge Street Bldg 2  
Hudson, MA 01749  
(978) 568-0041  
Fax (978) 568-0078

Date Collected	Time Collected	Sample ID	Sample Type	Analysis Required	Remarks	Total # of Cont.
4/23/15		08B Beige Caalking on Flashing Bulk	Bulk	X	Pawtucket City	1
		09A1 Mixed Asphalt Layer		X	Hall Roof	1
		09A2 Asphalt Felt Paper		X	Bulk Samples	1
		09A3 " "		X		1
		09A4 " "		X		1
		09B Resin Paper		X		1
		09C Soft Concrete		X		1
		10A Brown Grlwr w/Black Sealer		X		1
		11A Soft Concrete		X		1
		12A Tarpaper at tin Roof Pin		X		1
		12B Resin Paper under 12A		X		1
		13A Tarpaper w/ Asphaltic Material		X		1
		13B Soft Concrete		X		1
		14A Brown Tarpaper under waste		X		1
Total Numbers of Cont.						14

PLM

Collected by: Ken Davis / ATP

Turn Around Time:  Normal  Rush 5-7 dy TAT

Comments: \* SAMPLES ARE RETAINED WITHIN THE LAB FOR A PERIOD OF THREE MONTHS, AFTER WHICH THEY ARE DISPOSED OF AT AN EPA APPROVED ASBESTOS LANDFILL. IF THE CLIENT WISHES TO RETAIN SAMPLES AFTER ANALYSIS, REQUESTS MUST BE MADE PRIOR TO THE THREE MONTH PERIOD.

RIAL: 1504-08154

- Pick-Up Only  
 - Sampled \_\_\_\_\_ Hours  
 - Shipped on Ice

Company Name: RIAL EAM P.O. # \_\_\_\_\_

Address: 41 Illinois Ave

City / State / Zip: Warwick, RI 02888

Phone / Fax: 401-737-8500

Contact: Ken Davis

Relinquished by: [Signature] Date / Time: 4/23/15 15:50 Received by: \_\_\_\_\_

Relinquished by: \_\_\_\_\_ Date / Time: \_\_\_\_\_ Received by: \_\_\_\_\_

Relinquished by: \_\_\_\_\_ Date / Time: \_\_\_\_\_ Received by: \_\_\_\_\_

EAM # 150047



## CERTIFICATE OF ANALYSIS

R.I. Analytical (EAM Division)  
Attn: Ken Davis  
41 Illinois Avenue  
Warwick, RI 02888

**Date Received:** 4/24/2015  
**Date Reported:** 4/29/2015  
**Work Order #:** 1504-08284

Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF

Enclosed please find your sample(s) analysis results for asbestos content. The six asbestos types include amosite, chrysotile, crocidolite, anthophyllite, tremolite, and actinolite.

**METHODOLOGY:** Polarized Light Microscopy (PLM) as suggested by EPA 600/R-93/116, July 1993 edition and EPA 600/M4-82-020, December 1982.

If the samples are found to be inhomogeneous, individual components will be analyzed separately. If individual components cannot be separated, the samples will be homogenized and a single result will be provided for the entire sample.

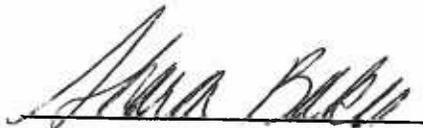
Sample results pertain only to items tested. The report must not be reproduced except in full with permission of R.I. Analytical. Samples submitted for analysis will be retained for three months for your future reference.

Our laboratory maintains NVLAP accreditation for bulk asbestos fiber analysis NVLAP lab code 101440-0.

This report must not be used to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government.

If you have any questions regarding this report, or if we may be of further assistance, please contact us.

Approved by:



Data Reporting

R.I. Analytical Laboratories, Inc.  
 CERTIFICATE OF ANALYSIS

R.I. Analytical (EAM Division)  
 Date Received: 4/24/2015  
 Work Order #: 1504-08284  
 Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF

## METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
001	19A HARD CONCRETE UNDER ISO	PLM Fiber Analysis			
		Asbestos	Not Detected	4/29/2015	EVH
		Non-fibrous	100 %	4/29/2015	EVH
		Sample Color	Gray	4/29/2015	EVH
002	20A BLACK SEALER/MOPPED ASPHALT ON PARAPET WALL	PLM Fiber Analysis			
		Asbestos	Detected	4/29/2015	EVH
		Chrysotile	TRACE %	4/29/2015	EVH
		Non-fibrous	100 %	4/29/2015	EVH
		Sample Color	Black	4/29/2015	EVH
003	21A BLACK SEALER/MOPPED ASPHALT ON PARAPET WALL	PLM Fiber Analysis			
		Asbestos	Detected	4/29/2015	EVH
		Chrysotile	<1 %	4/29/2015	EVH
		Non-fibrous	>99 %	4/29/2015	EVH
		Sample Color	Black	4/29/2015	EVH
004	21B MOPPED ASPHALT LAYER ON 21C	PLM Fiber Analysis			
		Asbestos	Not Detected	4/29/2015	EVH
		Non-fibrous	100 %	4/29/2015	EVH
		Sample Color	Black	4/29/2015	EVH
005	21C HARD CONCRETE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/29/2015	EVH
		Non-fibrous	100 %	4/29/2015	EVH
		Sample Color	Gray	4/29/2015	EVH
006	22A HARD CONCRETE UNDER ISO	PLM Fiber Analysis			
		Asbestos	Not Detected	4/29/2015	EVH
		Non-fibrous	100 %	4/29/2015	EVH
		Sample Color	Gray	4/29/2015	EVH

R.I. Analytical Laboratories, Inc.  
 CERTIFICATE OF ANALYSIS

R.I. Analytical (EAM Division)  
 Date Received: 4/24/2015  
 Work Order #: 1504-08284  
 Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF

METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
007	23A BLACK SEALER ON FLASHING	PLM Fiber Analysis			
		Asbestos	Detected	4/29/2015	EVH
		Chrysotile	5-15 %	4/29/2015	EVH
		Non-fibrous	85-95 %	4/29/2015	EVH
		Sample Color	Black	4/29/2015	EVH
008	24A BLACK SEALER/MOPPED ASPHALT ON PARAPET WALL	PLM Fiber Analysis			
		Asbestos	Detected	4/29/2015	EVH
		Chrysotile	5-15 %	4/29/2015	EVH
		Non-fibrous	85-95 %	4/29/2015	EVH
		Sample Color	Black	4/29/2015	EVH
009	24B INSULATION ADHESIVE UNDER ISO	PLM Fiber Analysis			
		Asbestos	Not Detected	4/29/2015	EVH
		Non-fibrous	100 %	4/29/2015	EVH
		Sample Color	Beige	4/29/2015	EVH
010	24C MOPPED ASPHALT LAYER ON HARD CONCRETE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/29/2015	EVH
		Non-fibrous	100 %	4/29/2015	EVH
		Sample Color	Black	4/29/2015	EVH

Project# 150047  
 Pawtucket City Hall Roof  
 Asbestos Bulk Samples

**NOTE: SAMPLES MUST BE KEPT IN A SEALED CONTAINER AT ALL TIMES**

**R. I. ANALYTICAL LABORATORIES, INC.**

41 Illinois Avenue Warwick, Rhode Island 02888 131 Coolidge Street Bldg 2 Hudson, MA 01749  
 (401) 737-8500 (978) 568-0041 Fax (401) 738-1970 (978) 568-0078

Date Collected	Time Collected	Sample ID	Sample Type	Analysis Required	Remarks	Total # of Cont.
4/24/15		19A Hard Concrete under Iso	Bulk		Pawtucket City Hall Roof	1
		20A Black Sealer/Mopped Asphalt on Parapet Wall				1
		21A Black Sealer/Mopped Asphalt on Parapet Wall				1
		21B Mopped Asphalt Layer on 21C				1
		21C Hard Concrete			Asbestos Bulk Samples	1
		22A Hard Concrete				1
		23A Black Sealer on Flashing				1
		24A Black Sealer/Mopped Asphalt on Parapet Wall				1
		24B Insulation Adhesive under Iso				1
		24C Mopped Asphalt layer on Hard concrete				1
						10

PLM

Collected by: ATP  
 Turn Around Time:  Normal  Rush 5 to 7 day TAT  
 RIAL: 1504-08287  
 - Pick-Up Only  
 - Sampled \_\_\_\_\_ Hours  
 - Shipped on Ice

Comments: \* SAMPLES ARE RETAINED WITHIN THE LAB FOR A PERIOD OF THREE MONTHS, AFTER WHICH THEY ARE DISPOSED OF AT AN EPA APPROVED ASBESTOS LANDFILL. IF THE CLIENT WISHES TO RETAIN SAMPLES AFTER ANALYSIS, REQUESTS MUST BE MADE PRIOR TO THE THREE MONTH PERIOD.

Company Name: RIAL EAM P.O. # \_\_\_\_\_  
 Address: 41 Illinois Ave  
 City / State / Zip: Warwick, RI 02888  
 Phone / Fax: 401-737-8500  
 Contact: Ken Davis  
 Requisitioned by: [Signature] Date / Time: 4/24/15 1420  
 Received by: \_\_\_\_\_ Date / Time: \_\_\_\_\_  
 Requisitioned by: \_\_\_\_\_ Date / Time: \_\_\_\_\_  
 Received by: \_\_\_\_\_ Date / Time: \_\_\_\_\_

EAM # 150047 Page 1 of 1



**CERTIFICATE OF ANALYSIS**

R.I. Analytical (EAM Division)  
Attn: Mr. Ken Davis  
41 Illinois Avenue  
Warwick, RI 02888

**Date Received:** 5/8/2015  
**Date Reported:** 5/11/2015  
**Work Order #:** 1505-09316

Site Location: PROJECT# 150047 PAWTUCKET CITY HALL, EAST ROOF ATTIC

Enclosed please find your sample(s) analysis results for asbestos content. The six asbestos types include amosite, chrysotile, crocidolite, anthophyllite, tremolite, and actinolite.

**METHODOLOGY:** Polarized Light Microscopy (PLM) as suggested by EPA 600/R-93/116, July 1993 edition and EPA 600/M4-82-020, December 1982.

If the samples are found to be inhomogeneous, individual components will be analyzed separately. If individual components cannot be separated, the samples will be homogenized and a single result will be provided for the entire sample.

Sample results pertain only to items tested. The report must not be reproduced except in full with permission of R.I. Analytical. Samples submitted for analysis will be retained for three months for your future reference.

Our laboratory maintains NVLAP accreditation for bulk asbestos fiber analysis NVLAP lab code 101440-0.

This report must not be used to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government.

If you have any questions regarding this report, or if we may be of further assistance, please contact us.

Approved by:

Data Reporting

**R.I. Analytical Laboratories, Inc.**  
**CERTIFICATE OF ANALYSIS**

R.I. Analytical (EAM Division)

Date Received: 5/8/2015

Work Order #: 1505-09316

Site Location: PROJECT# 150047 PAWTUCKET CITY HALL, EAST ROOF ATTIC

**METHOD: EPA 600/R-93/116**

<b>SAMPLE NO.</b>	<b>SAMPLE DESCRIPTION</b>	<b>PARAMETER</b>	<b>SAMPLE RESULTS / UNITS</b>	<b>DATE ANALYZED</b>	<b>ANALYST</b>
001	UNDERSIDE ROOF GYPCRETE PLANKS (SD,F) -01	PLM Fiber Analysis			
		Asbestos	Not Detected	5/8/2015	EVH
		Cellulose	1-5 %	5/8/2015	EVH
		Non-fibrous	95-99 %	5/8/2015	EVH
		Sample Color	Gray	5/8/2015	EVH
002	DEBRIS ON STEEL DUCT BELOW #01 -02	PLM Fiber Analysis			
		Asbestos	Not Detected	5/8/2015	EVH
		Cellulose	1-5 %	5/8/2015	EVH
		Non-fibrous	95-99 %	5/8/2015	EVH
		Sample Color	Gray	5/8/2015	EVH

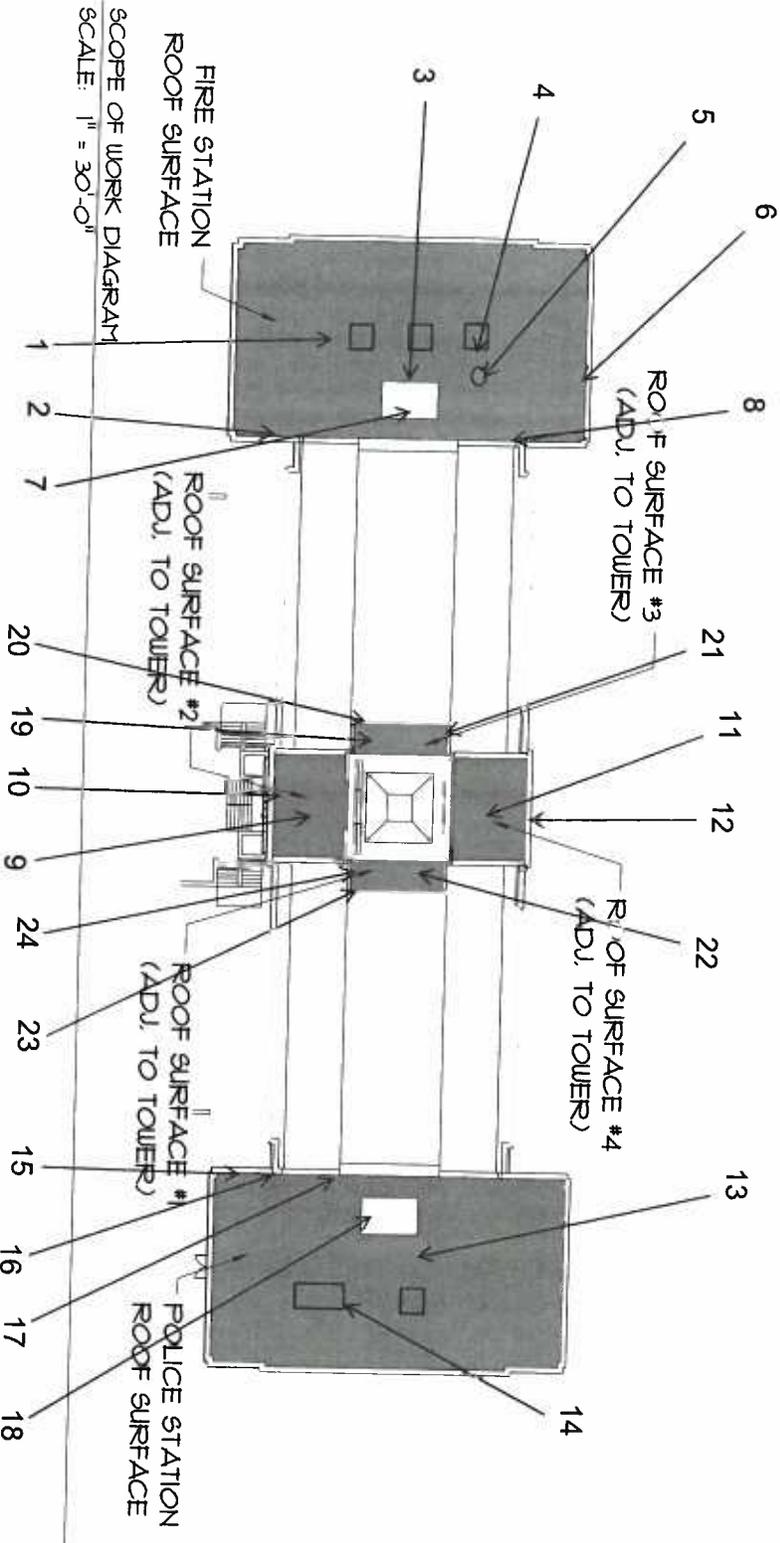
Project #150047  
Pawtucket City Park  
East Roof Attic



Attachment 2

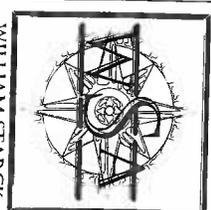
**Building Diagram with Sample Locations**

# Pawtucket City Hall Roof Sampling Locations



## SCOPE OF WORK DIAGRAM

CITY OF PAWTUCKET  
 137 ROOSEVELT AVENUE  
 PAWTUCKET, RI 02860



**WILLIAM STARCK ARCHITECTS, INC.**  
 25 GARDEN STREET  
 PROVIDENCE, RHODE ISLAND 02909  
 FAX: 401.863.8854  
 WWW.STARCKARCHITECTS.COM

SCALE: 1" = 30'-0"  
 DATE: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_ DJA  
 JOB NUMBER: \_\_\_\_\_  
 DRAWING NAME: SCOPE OF WORK DIAGRAM

DRAWING NUMBER: **SK-1**



# R.I. ANALYTICAL

Specialists in Environmental Services

May 19, 2015

City of Pawtucket  
Attn: Mr. Andrew Silvia  
250 Armistice Boulevard  
Pawtucket, RI 02860

Re: Asbestos Bulk Sample Results – Pawtucket City Hall Roofs  
– Additional Samples – Roof Decks – Gypsum Planks

Dear Mr. Silvia,

RI Analytical Laboratories (RIAL) personnel conducted additional bulk sampling for materials suspected of containing asbestos on May 15<sup>th</sup> 2015, at Pawtucket City Hall. Sampling was conducted from materials likely to be disturbed during the renovation of several Pawtucket City Hall roofs.

## ASBESTOS REPORT

### **Introduction:**

RIAL collected seven (7) bulk samples on May 15<sup>th</sup>, 2015 from roof deck gypsum plank materials suspected of containing asbestos that are likely to be disturbed during the renovation project in accordance with EPA NESHAP regulation 40 CFR 61 subpart M. Refer to Table 1 – Suspect Materials-Asbestos, below. These suspect materials are located on the bottom (underside) of the roofs and are visible from below in the Fire Department (FD), City Hall and Police Department (PD). These materials were observed and touched to determine their condition and friability (i.e. if they could be crumbled to powder by finger pressure).

The bulk material samples were submitted to our certified, in-house laboratory for analysis. The samples were prepared and analyzed by Polarized Light Microscopy (PLM) for the presence, content and type of asbestos in accordance with the EPA 600/R-93/116 analytical method. Refer to **Attachment 1** for the actual analytical results.

### **Observations:**

#### **Gypsum Plank Bottom Roof Decks.**

Gypsum planks constitute the bottom roof decks on the undersides of the City Hall, FD and PD roofs. Some roofs (such as the two small raised roofs on the north and south sides of the City Hall Tower) have concrete plank bottom decks. Three (3) samples previously collected from such hard concrete roof planks under roof materials on the Tower north and south small roofs, all tested as “None Detected” for asbestos. These planks are different from the gypsum planks.

RIAL personnel collected two (2) representative samples from interior gypsum plank roof deck material and fallen debris on Friday, May 8<sup>th</sup>, 2015 (one from spalling underside of roof deck gypsum plank material and another from fallen debris on top of a steel duct in the east attic off the south deeds office). These samples tested as “None Detected” for asbestos.

RIAL collected seven (7) bulk samples on May 15<sup>th</sup>, 2015 from roof deck gypsum planks in the northwest eave, southwest eave, former Captain's office (PD), northeast eave, 2<sup>nd</sup> floor hallway (FD)

**Results of Inspection:**

Table 1 – Asbestos Bulk Sample Results below summarizes general information regarding the location, type of material, and physical condition of the suspect asbestos materials, as well as the testing results.

**Table 1  
 Asbestos Bulk Sample Results**

Sample #	Description	Location (refer to attached drawing)	% Asbestos	Estimated Quantity
5/8/15-01	Cementitious or gypsum plank bottom deck material	East attic off the south deeds office	Not Detected	N/A
5/8/15-02	Fallen debris from cementitious or gypsum plank bottom deck material	East attic off the south deeds office	Not Detected	N/A
GP01	Cementitious or gypsum plank bottom deck material	City Hall, northwest eave, off training room	Not Detected	N/A
GP02	Cementitious or gypsum plank bottom deck material	City Hall, southwest eave off records room	Not Detected	N/A
GP03	Cementitious or gypsum plank bottom deck material	Former Captain's office, detective's area (PD) – 1' from south wall	Not Detected	N/A
GP04	Cementitious or gypsum plank bottom deck material	Former Captain's office, detective's area (PD) – 3' from south wall	Not Detected	N/A
GP05	Cementitious or gypsum plank bottom deck material	City Hall, northeast eave off training room	Not Detected	N/A
GP06	Cementitious or gypsum plank bottom deck material	2 <sup>nd</sup> floor hallway (FD) – 3' from north wall	Not Detected	N/A
GP07	Cementitious or gypsum plank bottom deck material	2 <sup>nd</sup> floor hallway (FD) – 5' from north wall	Not Detected	N/A

**Conclusions/Recommendations for Asbestos Control:**

The EPA and RI Department of Health (RIDOH) define ACM (Asbestos Containing Material) as any material that contains greater than 1% asbestos.

All gypsum planks samples tested as "None Detected" for asbestos.

**LIMITATIONS:**

There may be hidden and concealed suspect asbestos containing materials that may only be discovered during the work of the project. RIAL cannot be held responsible for the identification of materials that may be inaccessible or hidden. This report includes inspection and sampling of visible, accessible materials in accordance with the scope and budget established by the client and owner.

This evaluation does not document compliance by present or past site owners with federal, state, or local laws and regulations, nor does it claim or imply that all asbestos containing materials past, present, potential, or otherwise, have been detected at the referenced site.

All observations documented in this report were made under the conditions existing at the time of this investigation. Should changes from existing conditions occur in the future warranting additional analysis, they should be brought to the attention of RIAL for further investigation and documentation. Future discoveries after review by RIAL may merit modification of conclusions presented in this report.

If you have any questions, or if we can be of further assistance, please contact us at (401) 737-8500.

Sincerely,

RI Analytical Laboratories



Andrew Perreault  
Environmental Consultant

**Attachment 1**

**Asbestos Bulk Sample Results**



**CERTIFICATE OF ANALYSIS**

R.I. Analytical (EAM Division)  
Attn: Mr. Ken Davis  
41 Illinois Avenue  
Warwick, RI 02888

**Date Received:** 5/15/2015  
**Date Reported:** 5/18/2015  
**Work Order #:** 1505-09936

Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF DECK SAMPLING

Enclosed please find your sample(s) analysis results for asbestos content. The six asbestos types include amosite, chrysotile, crocidolite, anthophyllite, tremolite, and actinolite.

**METHODOLOGY:** Polarized Light Microscopy (PLM) as suggested by EPA 600/R-93/116, July 1993 edition and EPA 600/M4-82-020, December 1982.

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Approved by:

Data Reporting

**R.I. Analytical Laboratories, Inc.**  
**CERTIFICATE OF ANALYSIS**

R.I. Analytical (EAM Division)

Date Received: 5/15/2015

Work Order #: 1505-09936

Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF DECK SAMPLING

**METHOD: EPA 600/R-93/116**

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
001	GP01: GYP PLANK ROOF DECK NORTH WEST EAVES OFF TRAINING ROOM	PLM Fiber Analysis			
		Asbestos	Not Detected	5/15/2015	EVH
		Cellulose	1-5 %	5/15/2015	EVH
		Non-fibrous	95-99 %	5/15/2015	EVH
		Sample Color	Gray	5/15/2015	EVH
002	GP02: GYP PLANK ROOF DECK SOUTH WEST EAVES OFF RECORDS ROOM	PLM Fiber Analysis			
		Asbestos	Not Detected	5/15/2015	EVH
		Cellulose	1-5 %	5/15/2015	EVH
		Non-fibrous	95-99 %	5/15/2015	EVH
		Sample Color	Gray	5/15/2015	EVH
003	GP03: GYP PLANK ROOF DECK ABOVE FORMER CAPTAINS OFFICE 2ND	PLM Fiber Analysis			
		Asbestos	Not Detected	5/15/2015	EVH
		Cellulose	1-5 %	5/15/2015	EVH
		Non-fibrous	95-99 %	5/15/2015	EVH
		Sample Color	Gray	5/15/2015	EVH
004	GP04: SAME AS 03. 3 FT. FROM SOUTH WALL	PLM Fiber Analysis			
		Asbestos	Not Detected	5/15/2015	EVH
		Cellulose	1-5 %	5/15/2015	EVH
		Non-fibrous	95-99 %	5/15/2015	EVH
		Sample Color	Gray	5/15/2015	EVH
005	GP05: GYP PLANK ROOF DECK NORTH WEST EAVES OFF TRAINING ROOM	PLM Fiber Analysis			
		Asbestos	Not Detected	5/15/2015	EVH
		Non-fibrous	100 %	5/15/2015	EVH
		Sample Color	Gray	5/15/2015	EVH

**R.I. Analytical Laboratories, Inc.**  
**CERTIFICATE OF ANALYSIS**

R.I. Analytical (EAM Division)

Date Received: 5/15/2015

Work Order #: 1505-09936

Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF DECK SAMPLING

**METHOD: EPA 600/R-93/116**

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
006	GP06: GYP PLANK ROOF DECK FIRE DEPT. 2ND FL HALLWAY 3 FT	PLM Fiber Analysis			
		Asbestos	Not Detected	5/15/2015	EVH
		Non-fibrous	100 %	5/15/2015	EVH
		Sample Color	Gray	5/15/2015	EVH
007	GP07: GYP PLANK ROOF DECK FIRE DEPT. 2ND FL HALLWAY 5 FT	PLM Fiber Analysis			
		Asbestos	Not Detected	5/15/2015	EVH
		Non-fibrous	100 %	5/15/2015	EVH
		Sample Color	Gray	5/15/2015	EVH

Project #150047  
Pawtucket City Hall  
Roof Deck Sampling  
Bulk Samples

NOTE: SAMPLES MUST BE KEPT IN A SEALED CONTAINER AT ALL TIMES

**R. I. ANALYTICAL LABORATORIES, INC.**

41 Illinois Avenue Warwick, Rhode Island 02888 131 Coollidge Street Bldg 2 Hudson, MA 01749  
 (401) 737-8500 Fax (401) 738-1970 (978) 568-0041 Fax (978) 568-0078

Date Collected	Time Collected	Sample ID	Sample Type	Analysis Required	Remarks	Total # of Cont.
5/15/15		GP01: Gyp Plank Roof Deck	Bulk		Pawtucket City	
		North West Eaves off			Hall	
		Training Room			Roof Deck Sample	
		GP02: Gyp Plank Roof Deck			Bulk Samples	
		South West Eaves off				
		Records Room				
		GP03: Gyp Plank Roof Deck				
		Above Former Captains office - 2nd				
		Floor <del>Deck</del> Detectives Office Police				
		Station - 1 from South Wall				
		GP04: Same as 03. 3 ft.				
		From South Wall				
		GP05: Gyp Plank Roof Deck				
		North East Eaves off Training Room				

PLM

Company Name: RIAL EAM P.O. # \_\_\_\_\_

Address: 41 Illinois Ave

City / State / Zip: Warwick, RI 02888

Phone / Fax: 401-737-8500

Contact: Ken Davis

Relinquished by: [Signature] Date / Time: 5/15/15 11:20 AM

Relinquished by: \_\_\_\_\_ Date / Time: \_\_\_\_\_

Relinquished by: \_\_\_\_\_ Date / Time: \_\_\_\_\_

Collected by: ATP

Turn Around Time:  Normal  Rush 24 Hr TAT

Comments: \* SAMPLES ARE RETAINED WITHIN THE LAB FOR A PERIOD OF THREE MONTHS, AFTER WHICH THEY ARE DISPOSED OF AT AN EPA APPROVED ASBESTOS LANDFILL. IF THE CLIENT WISHES TO RETAIN SAMPLES AFTER ANALYSIS, REQUESTS MUST BE MADE PRIOR TO THE THREE MONTH PERIOD.

RIAL: 1505-09936

- Pick-Up Only  - Sampled \_\_\_\_\_ Hours  - Shipped on Ice

Total Numbers of Cont. \_\_\_\_\_

EAM # 150047 Page 1 of 2





R.I. Analytical

Specialists in Environmental Services

Pawtucket City Hall  
5/15/15

Page of

#	Sample #	Description	Location	Quantity
1	01	Gyp Plank Roof Deck	NW Eave, Location 1	
2	02	Gyp Plank Roof Deck	SW Eave, Location 2	
3	03	Gyp Plank Roof Deck	Former Captains Office in Detectives Office	
4	04	Gyp Plank Roof Deck	↓	
5	05	Gyp Plank Roof Deck	2 planks over	
6	06	Gyp Plank Roof Deck	NE Eave Location 5	
7	07	Gyp Plank Roof Deck	2nd Floor Hallway or Fire Department Location 6	
8			↓	
9			Location 7	
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29				
30				

1505-09936



**CERTIFICATE OF ANALYSIS**

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Attn: Mr. Ken Davis  
41 Illinois Avenue  
Warwick, RI 02888

**Date Received:** 5/8/2015  
**Date Reported:** 5/11/2015  
**Work Order #:** 1505-09316

Site Location: PROJECT# 150047 PAWTUCKET CITY HALL, EAST ROOF ATTIC

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Data Reporting

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**CERTIFICATE OF ANALYSIS**

R.I. Analytical (EAM Division)

Date Received: 5/8/2015

Work Order #: 1505-09316

Site Location:PROJECT# 150047 PAWTUCKET CITY HALL, EAST ROOF ATTIC

**METHOD: EPA 600/R-93/116**

<b>SAMPLE NO.</b>	<b>SAMPLE DESCRIPTION</b>	<b>PARAMETER</b>	<b>SAMPLE RESULTS / UNITS</b>	<b>DATE ANALYZED</b>	<b>ANALYST</b>
001	UNDERSIDE ROOF GYPCRETE PLANKS (SD,F) -01	PLM Fiber Analysis			
		Asbestos	Not Detected	5/8/2015	EVH
		Cellulose	1-5 %	5/8/2015	EVH
		Non-fibrous	95-99 %	5/8/2015	EVH
		Sample Color	Gray	5/8/2015	EVH
002	DEBRIS ON STEEL DUCT BELOW #01 -02	PLM Fiber Analysis			
		Asbestos	Not Detected	5/8/2015	EVH
		Cellulose	1-5 %	5/8/2015	EVH
		Non-fibrous	95-99 %	5/8/2015	EVH
		Sample Color	Gray	5/8/2015	EVH

Project #150047  
Pawtucket City Park  
East Roof Attic





41 Illinois Ave, Warwick, RI 02888 - (401) 737-8500

TRANSMITTAL to RIDOH

To: John O'Brien  
RIDOH, Asbestos Control Program  
Three Capitol Hill  
206 Cannon Building  
Providence, RI 02908

Phone: (401) 222-2440; Fax: (401) 222-2456  
Email: [john.j.obrien@health.ri.gov](mailto:john.j.obrien@health.ri.gov)

cc: Mr. Andrew Silvia  
City of Pawtucket  
250 Armistice Boulevard  
Pawtucket, RI 02860

Phone: 401.728.0500 x 279  
Sent via Email: [asilvia@PAWTUCKETRI.com](mailto:asilvia@PAWTUCKETRI.com)

FROM: Ken Davis

DATE: June 1, 2015

REF: **Asbestos Abatement Plan**  
**Roof replacement project (FD, PD, Tower 4 roofs) - Pawtucket City Hall**  
**137 Roosevelt Ave, Pawtucket, RI 02904**

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Attached to this Transmittal, please find the asbestos abatement plan for your review and approval.

A check for \$300.00 is included for between 1 and 10 NESHAP units of ACM.

The project scope of work is to replace various building roofs.

**RHODE ISLAND DEPARTMENT OF HEALTH  
NOTARIZED CERTIFICATION OF ASBESTOS ABATEMENT PLAN**

Facility: Pawtucket City Hall  
Address: 137 Roosevelt Ave  
City/Town: Pawtucket ZIP: 02904 Amendment/Phase No: \_\_\_\_\_  
Abatement Plan Written By: Kenneth Davis Certification No: AAC-0510PD  
Summary of specific waivers/variances being requested: None

Type of Asbestos Abatement  Removal  Enclosure  Encapsulation  
 Demolition  Glovebag  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  No

If Yes, Indicate Notice/Building Evaluation No(s): \_\_\_\_\_  
Contractor: Not known License No: LAC-  
Estimated Starting Date: Monday, June 22, 2015

**Pre-Abatement Sampling Information**

Bulk Samples Collected By: A. Perreault Certification No: AAC-0914  
Bulk Samples Analyzed By: RI Analytical Certification No: AAL-008  
Air Samples Analyzed By: Not applicable Certification No: AAL-

**Clearance Air Sampling Information**

Air Samples to be Collected By: Not applicable  
Air Samples to be Analyzed By: Not applicable Certification No: AAL-

**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)  
\_\_\_\_\_  
(Typed/Printed Name of Certifier) Date: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015

My Commission Expires: \_\_\_\_\_

(Notary Public)

**AFFIX NOTARY SEAL HERE**

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Health

Division of Occupational & Radiological Health

APPLICATION FOR APPROVAL OF AN ASBESTOS ABATEMENT PLAN

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1. Building Owner's Name:

City of Pawtucket

3. Building Owner's Mailing Address  
and Telephone Number:

Street: 137 Roosevelt Ave

2. Application Prepared By:

Kenneth Davis

City/Town: Pawtucket, RI

ZIP: 02904

R.I. Certification No: AAC-0510

Telephone No.: 401.728.0500

(Area Code, No., Ext.)

Telephone No: 401.737.8500x120  
(Area Code, No., Ext.)

4. Person to be contacted regarding  
this application:

Name: Andrew Silvia

Telephone No: 401.728.0500 x 279

(Area Code, No., Ext )

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5. Location where abatement work will be performed:

Name (if applicable) Pawtucket City Hall

Street: 137 Roosevelt Ave

City/Town: Pawtucket, RI

ZIP: 02904

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6. Is this application being submitted in response to a "Notice of Requirement  
to Submit An Asbestos Abatement Plan"?  Yes  No

If yes, what is the due date for submittal of Abatement Plan? \_\_\_\_\_

(Mo. ) (Day) (Yr)

Evaluation Number on the Notice: \_\_\_\_\_

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7. Contractor who will be performing abatement work (if selected):

Name: Not known

R.I. License No.: LAC-

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8. Estimated Starting Date of Abatement Work: June 22 2015  
(Month) (Day) (Year)

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9. Estimated Completion Date of Abatement Work: August 31 2015  
(Month) (Day) (Year)

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10. Type of Asbestos Abatement: (Check all that apply)

- Removal ( ) Enclosure  
( ) Encapsulation ( ) Demolition  
( ) Operations and Maintenance Only  
( ) Other (Specify) \_\_\_\_\_
- 

11. Type of Building: ( ) School  
( ) Privately Owned Building  
 Publicly Owned Building  
( ) Residence  
( ) Other (Specify) Former church school to become charter school

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12. Building Access:  Public Access (> 25% of Building Area)  
( ) Limited Public Access (< 25% of Building Area)  
( ) No Public Access

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13. Bulk Sample Collection and Analysis:

A). Person collecting bulk samples:

Name: A. Perreault R.I. Certification No.: AAC-0914

B). Sampling Methodology:

- ( ) EPA AHERA Sampling Requirements [40 CFR 763.86].  
 EPA's Asbestos Containing Material in School Buildings: A Guidance Document (EPA-450/2-78-014) 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: EMSL Analytical R.I. Certification No. AAL-008

D). Analytical Methodology:

- EPA Interim Method for the Determination of Asbestos in Bulk Insulation Samples [PLM method only].  
( ) Other (Specify) \_\_\_\_\_
-

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14. Pre-Abatement Air Sample Collection and Analysis:

A). Person collecting pre-abatement air samples:

Name: Not applicable Affiliation: \_\_\_\_\_

B). Laboratory performing analysis of pre-abatement air samples.

Name: Not applicable R.I. Certification No.: AAL- \_\_\_\_\_

C). Methodology used in the collection and analysis of pre-abatement samples:

( ) NIOSH Method 7400 [Most Current Revision]

( ) OSHA 29 CFR 1926.58 - Appendix A & B

( ) Other (Specify) \_\_\_\_\_

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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.

RACM and asbestos contaminated materials will be placed in double 6-mil labeled polyethylene bags and/or double 6-mil plastic lined labeled barrels, and then into double 6-mil plastic lined, labeled dumpster and transported to a licensed asbestos waste facility.

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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 time of abatement plan preparation.

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16. Person designated as compliance monitor for abatement work. [NOT REQUIRED]

Name: \_\_\_\_\_

Affiliation: \_\_\_\_\_

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17. In-Process & Clearance Air Sampling: Not applicable (N/A)

- 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. N/A
- 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. N/A
- C. Describe on an attachment the type, number and location of air samples that will be collected as part of the final clearance testing. N/A
- D. 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 during final clearance testing. N/A

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.

(1) Roofs - Fire Dept, Police Dept, and 4 small roofs abutting the center tower.

19. I certify that this plan was prepared by me and I am responsible for its content.

Signature: \_\_\_\_\_



Date: June 1, 2015

(Month) (Day) (Year)

Affiliation: Kenneth Davis, RI Analytical

20. ASBESTOS ABATEMENT PLAN APPLICATION FEE: \_\_\_\_\_

- ( ) Operations & Maintenance Only \$ 75
- ( ) Up to One (1) NESHAP Unit \$ 75
- (X) Between One (1) & Ten (10) NESHAP Units \$300
- ( ) Between Ten (10) & Fifty (50) NESHAP Units \$600
- ( ) Over Fifty (50) NESHAP Units \$900
- ( ) \_\_\_\_\_

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Health

Division of Occupational & Radiological Health

APPLICATION FOR APPROVAL OF AN ASBESTOS ABATEMENT PLAN

SUPPLEMENTAL INFORMATION: AREA DESCRIPTION AND PROPOSED REMEDY

BUILDING LOCATION: Pawtucket City Hall, 137 Roosevelt Ave, Pawtucket, RI 02904

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**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.

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(1) Area Location/Identification (Room Name/No., Evaluation Number, etc.)

**(1) Roofs - Fire Dept, Police Dept, and 4 small roofs abutting the center tower.**

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(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).]

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(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. If the location of the decontamination chamber is known, it should be so indicated on the appropriate drawing(s).

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(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).

**See attached O&M Plan.**

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(4) PROPOSED REMEDIES (cont.)

- B) Will any portion of this area be abated by use of B.8 work procedures?  
 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] Roof sealers/caulks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- C) Are you requesting any waivers to the above selected B.8 procedures for any of the abatement activities in this area?  
( ) Yes     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     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 protective of public health.

- 
- E) Will any RACM remain in this area after  
 Yes    ( ) 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).

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**AGENCY USE ONLY**

**FORM ASB-16A ATTACHMENT - RESPONSES TO ITEM NO. 1 - 4**

**Roof replacement project (FD, PD, Tower 4 roofs) - Pawtucket City Hall  
137 Roosevelt Ave, Pawtucket, RI 02904**

**1 and 2. Table of ACM (Asbestos Containing Materials)**

The project scope of work is to replace the following roofs of the Pawtucket City Hall building.

- Fire Department (FD), including sunken courtyard roof.
- Police Department (PD) , including sunken courtyard roof.
- Tower roofs - 4 small roofs abutting the lower section of the center tower

**Table of ACM**

Line #	Description of ACM	Location	Estimated Quantity	Sample numbers	% Asbestos	Notes
1	Roof sealers and caulks. All sealers and caulks (black, gray and silver painted) on flashing; pipes; penetrations; supports; curbs and pedestals at equipment, vents and hatches; walls; on and under metal flashing and on, under or adhered to rubber roofing and insulation materials at these locations - must be treated as ACM.  Black sealers on top of leaded copper/metal flashing and other penetrations	FD roof, PD roof, Tower 4 roofs	1,010 SF  50 SF	02A, 06A, 012C, 20A, 21A, 24A  08A, 16A, 23A	5-15% Chry  5-15% Chry	Remove roofing materials to at least 1 ft up (or higher if sealers/caulks present more than 1 ft up) and 1 ft out (horizontally) at penetrations, curbs and walls, and scrape substrates until ACM intact, then encapsulate residual ACM. Any ACM that will be impacted or disturbed by the installation of the new roof materials must be entirely removed until substrates are clean and free of ACM then encapsulated.  Sealers /caulks to be impacted by removal of skylights, equipment, ducts, pipes, curbs, flashing must be abated.
2	<b>Total ACM</b>		<b>1,060 SF / 160 SF/NESHAP unit - 6.6 NESHAP units</b>			
3	<b>RIDOH abatement plan filing fee for between 1 and 10 NESHAP units is \$300.00</b>					

Notes:

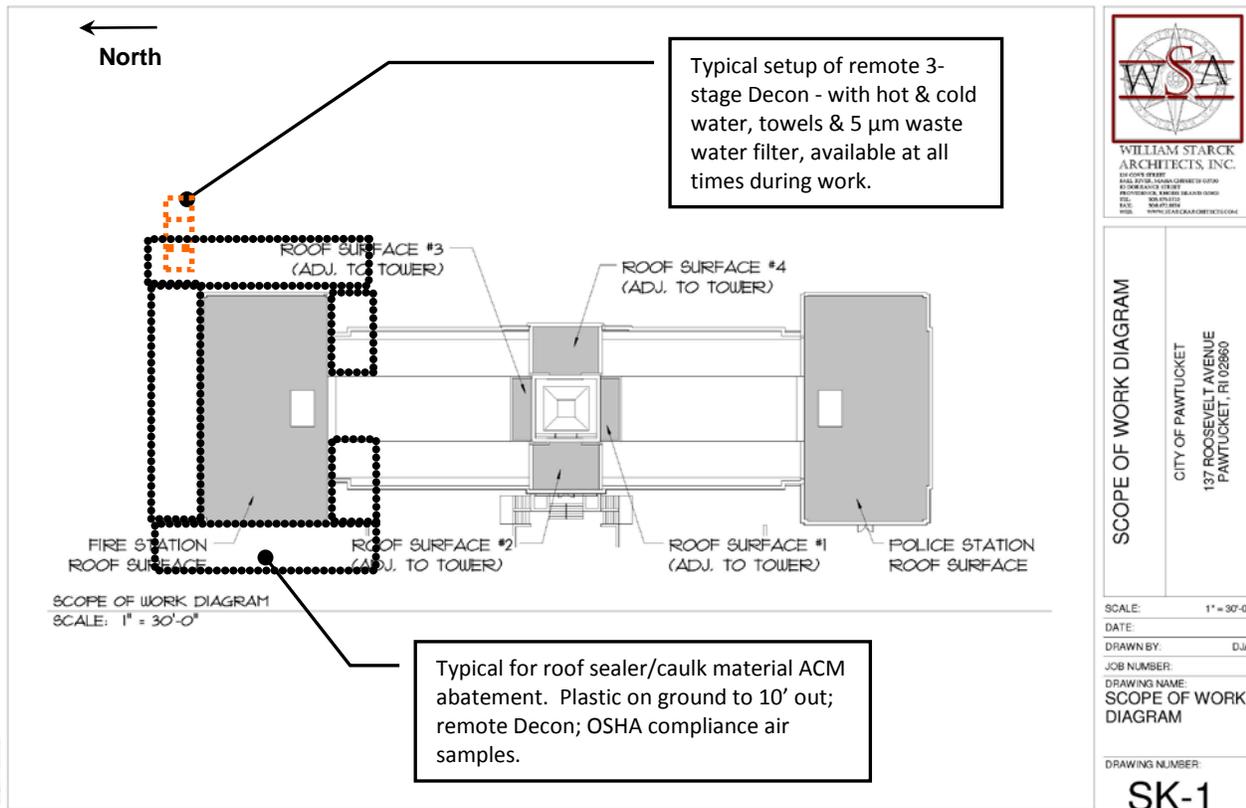
1. **SF** = Square Feet; **ACM** = Asbestos Containing Material (i.e. materials containing >1% asbestos). All ACM is Non-Friable unless indicated **{F}**; NESHAP = National Emissions Standard for Hazardous Air Pollutants, 40 CFR 61 Subpart M—National Emission Standard for Asbestos – 260 LF/160 SF/35 CF; Chry = Chrysotile; Amos = Amosite.
2. Refer to Owner’s Contract Documents including bid forms, drawings and specifications - the strictest interpretation of all documents and regulations shall apply where conflicts in the documents arise. The Contractor will comply with the Owner’s Contract Documents including drawings.
3. Quantities are approximate. The contractor must verify quantities and site conditions.
4. Laboratory sample results and sample logs are attached.
5. Remove and dispose of ACM identified in the abatement plan in accordance with all applicable federal, state and local rules and regulations including EPA, OSHA, RIDEM and RIDOH rules and regulations.
6. All workers are to use protective clothing and respiratory protection as well as comply with all regulations, including OSHA regulations for asbestos abatement and building renovation. It is the

Contractor's responsibility to correctly select personnel protective equipment and respiratory protection and medical surveillance for all hazardous materials likely to be encountered.

7. Contractor is responsible for all regulatory (including OSHA) compliance for all hazardous materials, including regulations related to disturbing paint that may contain lead or other hazardous materials. The Owner, its sub-consultants and their agents and sub-contractors are not responsible for the Contractor's means and methods and regulatory compliance.
8. The Contractor shall conduct daily OSHA STEL and PEL personnel air monitoring of asbestos abatement workers to demonstrate compliance with the provisions of OSHA 29 CFR 1926.1101. All air sample results for exterior abatement, including copies of field logs, chains-of-custody and sample calibration data, shall be submitted to the RIDOH with a copy to the Owner at the completion of the work - RIDOH Rules and Regulations for Asbestos Control [R23-24.5-ASB] §B.8.8 (k).
9. The Contractor will ensure that no building components or equipment are damaged by the Contractor's work methods.
10. Caution must be taken by the Contractor not to allow roof debris to fall into the building below - sealing of gaps from below will likely be necessary. *Containment (such glovebags on the underside of roof deck) at penetrations in the roof through which debris may fall, may be required from the Contractor at no extra cost. No debris may be allowed to fall into the ceiling space above suspended ceiling tiles or fixed ceilings, otherwise the Contractor will be responsible for costs associated with building containments for cleanup inside the building and associated air testing and inspection costs.*
11. Unless otherwise directed by the Owner's representative or IH, critical barriers shall comprise 2 layers of 6-mil plastic, with gaps sealed with foam, glue and tape.
12. Water, power and drains will be provided by Owner. GFCI cords and electric panels, hoses and shut off valves are to be provided by the Contractor.
13. Decontamination facility (Decon, Decon unit, Decon facility) – **3-stage** decontamination facilities with hot and cold water showers, 5 µm final waste water filter with pump activated by float switch, and disposable towels shall be used for the work. The Decon facility shall be maintained clean, neat and free of stored items, except for supplies of disposable towels and waste receptacles, at all times.
14. The Contractor will use an opaque encapsulant and/or add dye to the encapsulant, if requested by the Owner's representative, at no extra cost. The encapsulant product data sheet shall be provided to the Owner for approval of compatibility with the new finishes to be installed.
15. The Contractor shall designate 1 (one) asbestos abatement site supervisor for the project that shall be licensed by and in good standing with the RIDOH. The supervisor shall have a minimum of 5 (five) years experience as an asbestos abatement site supervisor without violations, citations or legal judgments. The asbestos abatement site supervisor shall attend pre-construction meetings as required by Owner. *The designated asbestos abatement site supervisor shall be on site at all times during the work.* The Owner reserves the right to immediately dismiss any Contractor employee from the site for any reason whatsoever.
16. The Contractor will ensure that no water escapes work areas and leaks into adjacent non-work areas. All water shall be turned off and disconnected at the sources at the end of each work shift and verified as not leaking. The contractor is responsible for water damage as a result of their setup and failure to monitor and shut off the water.
17. The Contractor shall post signs on all exterior doors to the building identifying the locations and nature of the work in accordance with RIDOH regulations Subparagraph B.8.2 (g).
18. The Contractor shall coordinate work with Owner's representative, GC and other trades to ensure work areas are not disturbed and the integrity of the building is maintained and protected from weather and unauthorized entry.

19. Setups and Decontamination facility locations are schematic only and site conditions, availability of water, power and drains, as well as scheduling and other requirements may require modifications to be made, which must be reviewed in advance with the IH.
20. Costs associated with amendments to the RIDOH approved abatement plan and change notifications to RIDOH and EPA and any associated delays are the responsibility of the Contractor.
21. Phasing/scheduling of the work shall meet the requirements of the Owner.
22. Protect fire sprinkler system heads and pipes and alarm systems. The contractor is responsible for damage to the sprinkler and alarm systems and associated damage to building materials and contents.
23. Protect all wiring (electrical, communication, fire, alarm, etc). Lock and tag out as required for safety, regulatory compliance and Owner's requirements.
24. Protect all other buildings systems, components, piping and contents.
25. ACM not shown as friable that may become friable during the work must be considered as friable.

3. **Drawing – Typical setup.** Not to scale (refer to contract documents including drawings for details and scale). Dimensions are approximate.



Note: Staging setup; traffic control; waste load-out location; water and drain sources; power availability; parking; use of parking area for equipment and staging must all be coordinated with the Owner.

**4. A. Operations and Maintenance (O&M) Plan**

- See attached O&M Plan.

**4. C. Waivers Requested**

- None.

**4. D. Alternate Work Procedures**

- None.

**4. E. ACM remaining**

The following ACM may remain and is subject to the O&M Plan.

- Hidden or inaccessible sealers and caulks.
- Roof sealers and caulks not being impacted by the project.
- All other areas and materials are beyond the scope of this project.

**Operations and Maintenance Plan (O&M) Plan**  
**ASB-16A item 4 A**

**Roof replacement project (FD, PD, Tower 4 roofs) - Pawtucket City Hall**  
**137 Roosevelt Ave, Pawtucket, RI 02904**

**Interim Operations and Maintenance Program**

A. The project scope of work is to replace the building roof materials on several roofs which includes removal of exterior ACM<sup>1</sup> materials.

B. The Owner will establish a designated site contact person who is responsible for implementation of the Interim Operations and Maintenance Program. The name, telephone number, emergency telephone number and email address of this designated person will be communicated by the Owner<sup>2</sup> to all employers of employees who enter the building, including the Owner's employees. This includes all vendors, contractors and visitors. [Refer C.1.2 (c) (2)-(4)].<sup>3</sup>

C. During the work, the Owner will control access to the work areas and maintain a daily sign-in/-out log that is to be signed by all persons entering the work areas each day. This log will include columns for printed name, company name, telephone number, time in and time out, and signature acknowledging that they have been informed of the presence and location of ACM, and that they will not disturb the ACM in any way whatsoever. [Refer C.1.2 (c) (3), (4)].

D. The designated person will inspect the ACM at least every 6 months to ensure the condition of the ACM has not changed. If the condition has changed, the designated person will immediately contact a licensed asbestos abatement consultant or contractor to evaluate the ACM for further action as appropriate, which shall be documented by the designated person. [Refer C.1.2 (c) (1), (2)].

E. No actions or activities will be undertaken by Owner's employees, vendors, contractors (other than those contractors specifically licensed and contracted to abate ACM's as outlined in the abatement plan) or visitors to the building that impact the ACM, cause damage to the ACM or cause fiber release by actions including but not limited to crushing, drilling, grinding, sanding and mechanical impacting of the ACM. [Refer C.1.2 (c) (5)].

F. The Owner shall label all friable ACM with labels in accordance with OSHA, EPA and RIDOH requirements, indicating that the material contains asbestos. [Refer C.1.2 (c) (6)].

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<sup>1</sup> **ACM** = Asbestos Containing Material - any material or product which contains more than 1% asbestos.

<sup>2</sup> **Owner** = Owner or Owner's designated representative.

<sup>3</sup> Section of Rhode Island Department of Health, Rules and Regulations for Asbestos Control [R23-24.5-ASB] as amended through Sept. 2012 - <http://sos.ri.gov/documents/archives/regdocs/released/pdf/DOH/6994.pdf>.

## **Long Term Operations and Maintenance Program**

A. The asbestos abatement plan including the Interim Operations and Maintenance Program and records of the abatement activities including air sample results and ACM waste disposal manifests, shall be incorporated into the Long Term Operations and Maintenance Program, and the Operations and Maintenance activities will continue as needed.

B. Prior to undertaking further renovation or demolition activities, areas and materials not previously inspected and sampled, will be inspected and sampled by a RIDOH licensed asbestos abatement consultant to ascertain whether those materials contain asbestos, which must then be treated as RACM (Regulated ACM). Materials identified as ACM in all previous and current inspections that will be impacted by further renovation or demolition activities, must be removed prior to commencement of these activities in accordance with RIDOH, EPA, OSHA and other applicable regulations.

C. ACM known to be in the building that were beyond the scope of work of this renovation project are as follows.

- None known - all areas other than the roofs of this project were beyond the scope of work.

The Owner's designated person will undertake 6-monthly surveillance inspections of any remaining, visible ACM. Response actions will be documented by the designated person.

The Owner's designated person will indicate in writing to any employees, trades, contractors or visitors to the building that may impact ACM or PACM (whether by maintenance, janitorial or other activities) the presence, type and location of the ACM or PACM with instructions not to disturb the ACM or PACM in any way whatsoever.

**FORM ASB-16A ATTACHMENTS**

- 1) Laboratory bulk sample analysis reports.**





**CERTIFICATE OF ANALYSIS**

R.I. Analytical (EAM Division)  
Attn: Mr. Ken Davis  
41 Illinois Avenue  
Warwick, RI 02888

**Date Received:** 4/23/2015  
**Date Reported:** 4/29/2015  
**Work Order #:** 1504-08154

Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF BULK SAMPLES

Enclosed please find your sample(s) analysis results for asbestos content. The six asbestos types include amosite, chrysotile, crocidolite, anthophyllite, tremolite, and actinolite.

**METHODOLOGY:** Polarized Light Microscopy (PLM) as suggested by EPA 600/R-93/116, July 1993 edition and EPA 600/M4-82-020, December 1982.

If the samples are found to be inhomogeneous, individual components will be analyzed separately. If individual components cannot be separated, the samples will be homogenized and a single result will be provided for the entire sample.

Sample results pertain only to items tested. The report must not be reproduced except in full with permission of R.I. Analytical. Samples submitted for analysis will be retained for three months for your future reference.

Our laboratory maintains NVLAP accreditation for bulk asbestos fiber analysis NVLAP lab code 101440-0.

This report must not be used to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government.

If you have any questions regarding this report, or if we may be of further assistance, please contact us.

Approved by:

Data Reporting

**R.I. Analytical Laboratories, Inc.**  
**CERTIFICATE OF ANALYSIS**

R.I. Analytical (EAM Division)

Date Received: 4/23/2015

Work Order #: 1504-08154

Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF BULK SAMPLES

**METHOD: EPA 600/R-93/116**

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
001	01A: TARPAPER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
002	01B1: ASPHALT MOPPED LAYER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
003	01B2: MOPPED LAYER W/O ASPHALT	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
004	01C: ROSIN PAPER	PLM Fiber Analysis			
		Asbestos	Detected	4/28/2015	EVH
		Chrysotile	TRACE %	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
005	01C: SOFT CONCRETE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Gray	4/28/2015	EVH

**R.I. Analytical Laboratories, Inc.**  
**CERTIFICATE OF ANALYSIS**

R.I. Analytical (EAM Division)

Date Received: 4/23/2015

Work Order #: 1504-08154

Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF BULK SAMPLES

**METHOD: EPA 600/R-93/116**

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
006	02A: BLACK SEALER ON CONCRETE	PLM Fiber Analysis			
		Asbestos	Detected	4/28/2015	EVH
		Chrysotile	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
007	02B: FIBER BOARD RESIDUAL	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Beige	4/28/2015	EVH
008	02C: SOFT CONCRETE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Beige	4/28/2015	EVH
009	02D: HARD CONCRETE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Gray	4/28/2015	EVH
010	03A: TARPAPER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
011	03B1: MOPPED ASPHALT PAPER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH

**R.I. Analytical Laboratories, Inc.**  
**CERTIFICATE OF ANALYSIS**

R.I. Analytical (EAM Division)

Date Received: 4/23/2015

Work Order #: 1504-08154

Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF BULK SAMPLES

**METHOD: EPA 600/R-93/116**

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
012	03B2: ASPHALT FELT PAPER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
013	03B3: ASPHALT FELT PAPER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
014	03B4: ASPHALT FELT PAPER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
015	03B5: ASPHALT FELT PAPER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
016	03C: ROSIN PAPER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Brown	4/28/2015	EVH

**R.I. Analytical Laboratories, Inc.**  
**CERTIFICATE OF ANALYSIS**

R.I. Analytical (EAM Division)

Date Received: 4/23/2015

Work Order #: 1504-08154

Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF BULK SAMPLES

**METHOD: EPA 600/R-93/116**

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
017	03D: SOFT CONCRETE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Gray	4/28/2015	EVH
018	04: GLAZIN PUTTY UNDER SILICON	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Gray	4/28/2015	EVH
019	05: SEALER (GRAY BRITTLE) STEEL PIPE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Gray	4/28/2015	EVH
020	06A: BLACK SEALER ON CONCRETE	PLM Fiber Analysis			
		Asbestos	Detected	4/28/2015	EVH
		Chrysotile	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
021	06B: FIBER BOARD REMANANT	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Brown	4/28/2015	EVH
022	06C: ASPHALT LAYER UNDER 06B	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH

**R.I. Analytical Laboratories, Inc.**  
**CERTIFICATE OF ANALYSIS**

R.I. Analytical (EAM Division)

Date Received: 4/23/2015

Work Order #: 1504-08154

Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF BULK SAMPLES

**METHOD: EPA 600/R-93/116**

<b>SAMPLE NO.</b>	<b>SAMPLE DESCRIPTION</b>	<b>PARAMETER</b>	<b>SAMPLE RESULTS / UNITS</b>	<b>DATE ANALYZED</b>	<b>ANALYST</b>
023	06D: SOFT CONCRETE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Beige	4/28/2015	EVH
024	07A: BEIGE GLUE W/BLACK SEALER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Beige	4/28/2015	EVH
025	07B: COLD TAR PITCH	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
026	07C: ASPHALT MATERIAL ON 07D	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
027	07D: HARD CONCRETE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Gray	4/28/2015	EVH
028	08A: BLACK SEALER ON FLASHING	PLM Fiber Analysis			
		Asbestos	Detected	4/28/2015	EVH
		Chrysotile	5-15 %	4/28/2015	EVH
		Non-fibrous	85-95 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH

**R.I. Analytical Laboratories, Inc.**  
**CERTIFICATE OF ANALYSIS**

R.I. Analytical (EAM Division)

Date Received: 4/23/2015

Work Order #: 1504-08154

Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF BULK SAMPLES

**METHOD: EPA 600/R-93/116**

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
029	08B: BEIGE CAULKING ON FLASHING	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Beige	4/28/2015	EVH
030	09A1: MOPPED ASPHALT LAYER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
031	09A2: ASPHALT FELT PAPER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
032	09A3: ASPHALT FELT PAPER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
033	09A4: ASPHALT FELT PAPER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH

**R.I. Analytical Laboratories, Inc.**  
**CERTIFICATE OF ANALYSIS**

R.I. Analytical (EAM Division)

Date Received: 4/23/2015

Work Order #: 1504-08154

Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF BULK SAMPLES

**METHOD: EPA 600/R-93/116**

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
034	09B: ROSIN PAPER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Brown	4/28/2015	EVH
035	09C: SOFT CONCRETE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Gray	4/28/2015	EVH
036	10A: BEIGE GLUE W/BLACK SEALER	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
037	11A: SOFT CONCRETE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Gray	4/28/2015	EVH
038	12A: TARPAPER AT TIN ROOF PIN	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
039	12B: ROSIN PAPER UNDER 12A	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Brown	4/28/2015	EVH

**R.I. Analytical Laboratories, Inc.**  
**CERTIFICATE OF ANALYSIS**

R.I. Analytical (EAM Division)

Date Received: 4/23/2015

Work Order #: 1504-08154

Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF BULK SAMPLES

**METHOD: EPA 600/R-93/116**

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
040	13A: TARPAPER W/ASPHALTIC MATERIAL	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
041	13B: SOFT CONCRETE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Gray	4/28/2015	EVH
042	14A: BROWN TARPAPER UNDER WOOD	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
		Sample Color	Brown	4/28/2015	EVH
043	14B: BLACK TARPAPER UNDER WOOD	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Glass Fiber	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
044	14C: TAR ON SOFT CONCRETE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH

**R.I. Analytical Laboratories, Inc.**  
**CERTIFICATE OF ANALYSIS**

R.I. Analytical (EAM Division)

Date Received: 4/23/2015

Work Order #: 1504-08154

Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF BULK SAMPLES

**METHOD: EPA 600/R-93/116**

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
045	14D: SOFT CONCRETE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Cellulose	1-5 %	4/28/2015	EVH
		Non-fibrous	95-99 %	4/28/2015	EVH
		Sample Color	Gray	4/28/2015	EVH
046	16A: BLACK SEALER ON FLASHING	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH
047	17A: GRAY CAULK ON FLASHING	PLM Fiber Analysis			
		Asbestos	Not Detected	4/28/2015	EVH
		Non-fibrous	100 %	4/28/2015	EVH
		Sample Color	Gray	4/28/2015	EVH
048	012C Black sealer on parapet wal under EPDM	PLM Fiber Analysis			
		Asbestos	Detected	4/28/2015	EVH
		Chrysotile	5-15 %	4/28/2015	EVH
		Non-fibrous	85-95 %	4/28/2015	EVH
		Sample Color	Black	4/28/2015	EVH

Project #150047  
Pawtucket City Hall  
Roof Bulk Samples

NOTE: SAMPLES MUST BE KEPT IN A SEALED CONTAINER AT ALL TIMES

**R. I. ANALYTICAL LABORATORIES, INC.**

41 Illinois Avenue Warwick, Rhode Island 02888 131 Coolidge Street Bldg 2 Hudson, MA 01749  
 (401) 737-8500 Fax (401) 738-1970 (978) 568-0041 Fax (978) 568-0078

Date Collected	Time Collected	Sample ID	Sample Type	Analysis Required	Remarks	Total # of Cont.
4/23/85		01A Tarpaper	Bulk	X	Pawtucket Town City	1
		01B1 Asphalt Mopped Layer		X	Hall Roof	1
		01B2 <del>As</del> Mopped Layer w/o Asphalt		X	Bulk Samples	1
		01C Rosin Paper		X		1
		01D Soft Concrete		X		1
		02A Black Sealer on Concrete		X		1
		02B Fiber Board Residential		X		1
		02C Soft Concrete		X		1
		02D Hard Concrete		X		1
		03A Tar paper		X		1
		03B1 Mopped Asphalt Paper		X		1
		03B2 Asphalt Felt Paper		X		1
		03B3 " " "		X		1
		03B4 " " "		X		1
Total Numbers of Cont.						14

Collected by: Ken Davis / ATP

Turn Around Time:  Normal  Rush 5-7 day TAT Hours \_\_\_\_\_

Comments: \* SAMPLES ARE RETAINED WITHIN THE LAB FOR A PERIOD OF THREE MONTHS, AFTER WHICH THEY ARE DISPOSED OF AT AN EPA APPROVED ASBESTOS LANDFILL. IF THE CLIENT WISHES TO RETAIN SAMPLES AFTER ANALYSIS, REQUESTS MUST BE MADE PRIOR TO THE THREE MONTH PERIOD.

- Pick-Up Only  
 - Sampled \_\_\_\_\_ Hours  
 - Shipped on Ice

Company Name: RIAL EAM P.O. # \_\_\_\_\_

Address: 41 Illinois Ave

City / State / Zip: Warwick, RI 02886

Phone / Fax: 401-737-8500

Contact: Ken Davis

Relinquished by: [Signature] Date / Time: 4-23-85 15:50

Relinquished by: [Signature] Date / Time: \_\_\_\_\_

Relinquished by: \_\_\_\_\_ Date / Time: \_\_\_\_\_

EAM # 150047 Page 1 of 4

NOTE: SAMPLES MUST BE KEPT IN A SEALED CONTAINER AT ALL TIMES

**R. I. ANALYTICAL LABORATORIES, INC.**

41 Illinois Avenue Warwick, Rhode Island 02888 Fax (401) 737-8500  
 131 Coollidge Street Bldg 2 Hudson, MA 01749 Fax (978) 568-0041

Date Collected	Time Collected	Sample ID	Sample Type	Analysis Required	Remarks	Total # of Cont.
4/23/15		03B5 Asphalt Felt Paper	Bulk		PLM Pawtucket Iron City Hall Roof Bulk Samples	1
		03C Rosin Paper				1
		03D Soft Concrete				1
		04 Glazin Puffy under Silicon				1
		05 Sealer (Grey Brittle) Steel Pipe				1
		06A Black Sealer on Concrete				1
		06B Fiber Board Remnant				1
		06C Asphaltic layer Under OGB				1
		06D Soft Concrete			1	
		07A Beige Glue w/ Black Sealer			1	
		07B Cold Tar Pitch			1	
		07C Asphalt Material on OTD			1	
		07D Hard Concrete			1	
		08A Black Sealer on Flashing			1	
Total Numbers of Cont.						14

Company Name: RIAL EAM P.O. # \_\_\_\_\_

Address: 41 Illinois Ave

City / State / Zip: Warwick, RI 02888

Phone / Fax: 401-737-8500

Contact: Ken Davis

Relinquished by: [Signature] Date / Time: 4/23/15 15:50 Received by: \_\_\_\_\_ Date / Time: \_\_\_\_\_

Relinquished by: \_\_\_\_\_ Date / Time: \_\_\_\_\_ Received by: \_\_\_\_\_ Date / Time: \_\_\_\_\_

Relinquished by: \_\_\_\_\_ Date / Time: \_\_\_\_\_ Received by: \_\_\_\_\_ Date / Time: \_\_\_\_\_

Collected by: Ken Davis / ATP

Turn Around Time:  Normal  Rush 5-7 day TAT

Comments: \* SAMPLES ARE RETAINED WITHIN THE LAB FOR A PERIOD OF THREE MONTHS, AFTER WHICH THEY ARE DISPOSED OF AT AN EPA APPROVED ASBESTOS LANDFILL. IF THE CLIENT WISHES TO RETAIN SAMPLES AFTER ANALYSIS, REQUESTS MUST BE MADE PRIOR TO THE THREE MONTH PERIOD.

RIAL: 1504-08154

- Pick-Up Only  - Sampled  - Shipped on Ice

EAM # 150047 Page 2 of 4





### CERTIFICATE OF ANALYSIS

R.I. Analytical (EAM Division)  
Attn: Ken Davis  
41 Illinois Avenue  
Warwick, RI 02888

**Date Received:** 4/24/2015  
**Date Reported:** 4/29/2015  
**Work Order #:** 1504-08284

Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF

Enclosed please find your sample(s) analysis results for asbestos content. The six asbestos types include amosite, chrysotile, crocidolite, anthophyllite, tremolite, and actinolite.

**METHODOLOGY:** Polarized Light Microscopy (PLM) as suggested by EPA 600/R-93/116, July 1993 edition and EPA 600/M4-82-020, December 1982.

If the samples are found to be inhomogeneous, individual components will be analyzed separately. If individual components cannot be separated, the samples will be homogenized and a single result will be provided for the entire sample.

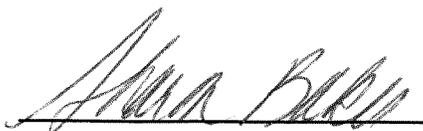
Sample results pertain only to items tested. The report must not be reproduced except in full with permission of R.I. Analytical. Samples submitted for analysis will be retained for three months for your future reference.

Our laboratory maintains NVLAP accreditation for bulk asbestos fiber analysis NVLAP lab code 101440-0.

This report must not be used to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government.

If you have any questions regarding this report, or if we may be of further assistance, please contact us.

Approved by:



Data Reporting

**R.I. Analytical Laboratories, Inc.**  
**CERTIFICATE OF ANALYSIS**

R.I. Analytical (EAM Division)

Date Received: 4/24/2015

Work Order #: 1504-08284

Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF

**METHOD: EPA 600/R-93/116**

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
001	19A HARD CONCRETE UNDER ISO	PLM Fiber Analysis			
		Asbestos	Not Detected	4/29/2015	EVH
		Non-fibrous	100 %	4/29/2015	EVH
		Sample Color	Gray	4/29/2015	EVH
002	20A BLACK SEALER/MOPPED ASPHALT ON PARAPET WALL	PLM Fiber Analysis			
		Asbestos	Detected	4/29/2015	EVH
		Chrysotile	TRACE %	4/29/2015	EVH
		Non-fibrous	100 %	4/29/2015	EVH
003	21A BLACK SEALER/MOPPED ASPHALT ON PARAPET WALL	PLM Fiber Analysis			
		Asbestos	Detected	4/29/2015	EVH
		Chrysotile	<1 %	4/29/2015	EVH
		Non-fibrous	>99 %	4/29/2015	EVH
004	21B MOPPED ASPHALT LAYER ON 21C	PLM Fiber Analysis			
		Asbestos	Not Detected	4/29/2015	EVH
		Non-fibrous	100 %	4/29/2015	EVH
		Sample Color	Black	4/29/2015	EVH
005	21C HARD CONCRETE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/29/2015	EVH
		Non-fibrous	100 %	4/29/2015	EVH
		Sample Color	Gray	4/29/2015	EVH
006	22A HARD CONCRETE UNDER ISO	PLM Fiber Analysis			
		Asbestos	Not Detected	4/29/2015	EVH
		Non-fibrous	100 %	4/29/2015	EVH
		Sample Color	Gray	4/29/2015	EVH

**R.I. Analytical Laboratories, Inc.**  
**CERTIFICATE OF ANALYSIS**

R.I. Analytical (EAM Division)  
 Date Received: 4/24/2015  
 Work Order #: 1504-08284  
 Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF

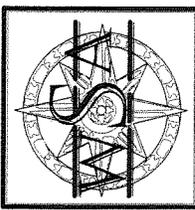
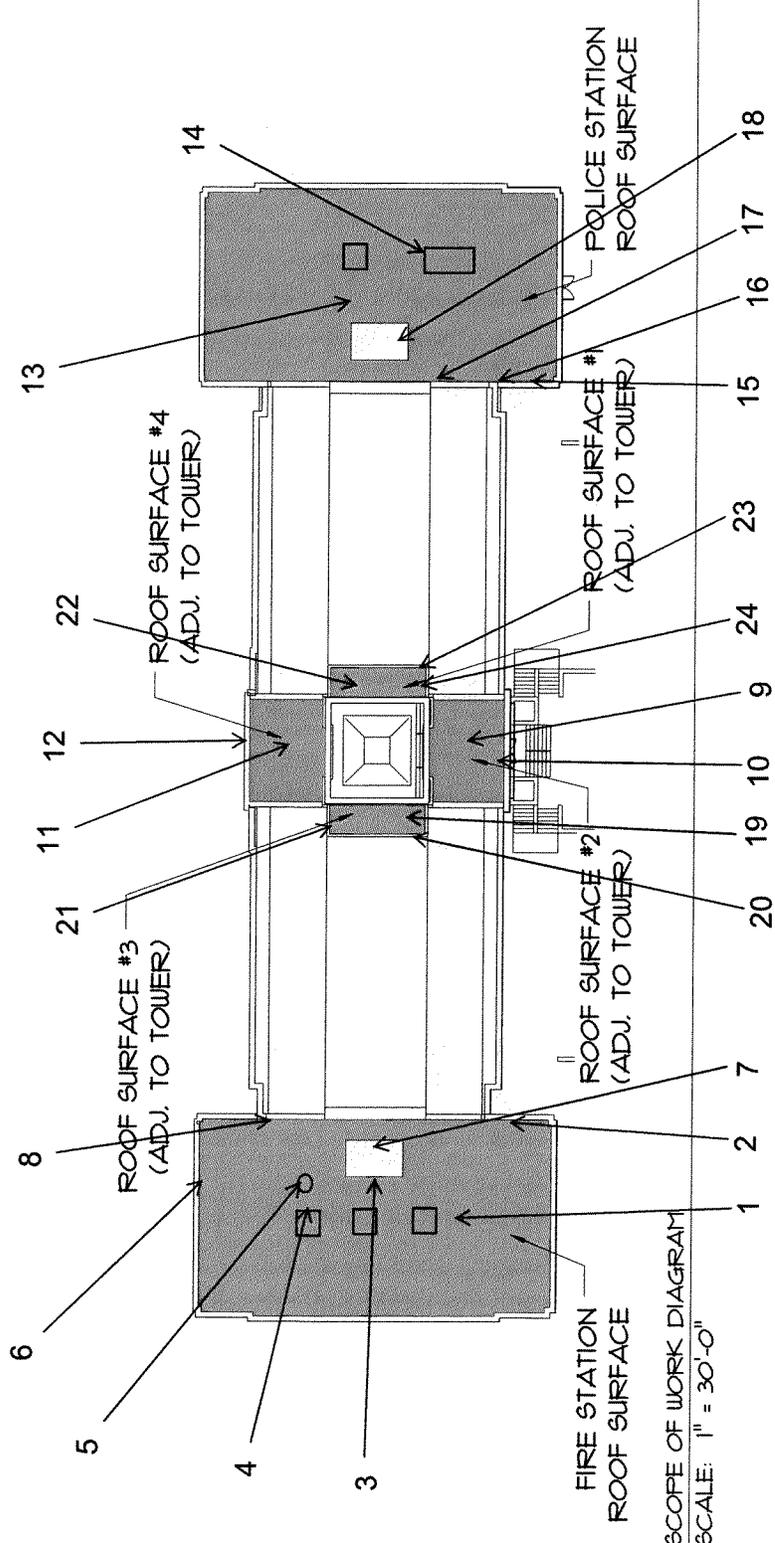
**METHOD: EPA 600/R-93/116**

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
007	23A BLACK SEALER ON FLASHING	PLM Fiber Analysis			
		Asbestos	Detected	4/29/2015	EVH
		Chrysotile	5-15 %	4/29/2015	EVH
		Non-fibrous	85-95 %	4/29/2015	EVH
		Sample Color	Black	4/29/2015	EVH
008	24A BLACK SEALER/MOPPED ASPHALT ON PARAPET WALL	PLM Fiber Analysis			
		Asbestos	Detected	4/29/2015	EVH
		Chrysotile	5-15 %	4/29/2015	EVH
		Non-fibrous	85-95 %	4/29/2015	EVH
		Sample Color	Black	4/29/2015	EVH
009	24B INSULATION ADHESIVE UNDER ISO	PLM Fiber Analysis			
		Asbestos	Not Detected	4/29/2015	EVH
		Non-fibrous	100 %	4/29/2015	EVH
		Sample Color	Beige	4/29/2015	EVH
010	24C MOPPED ASPHALT LAYER ON HARD CONCRETE	PLM Fiber Analysis			
		Asbestos	Not Detected	4/29/2015	EVH
		Non-fibrous	100 %	4/29/2015	EVH
		Sample Color	Black	4/29/2015	EVH

Project# 150047  
 Pawtucket City Hall Roof  
 Asbestos Bulk Samples



# Pawtucket City Hall Roof Sampling Locations



**WILLIAM STARCK ARCHITECTS, INC.**  
 100 STATE STREET  
 PAWTUCKET, RI 02860  
 TEL: 401-863-1000  
 FAX: 401-863-1001  
 WWW.WSTARCKARCHITECTS.COM

## SCOPE OF WORK DIAGRAM

CITY OF PAWTUCKET  
 137 ROOSEVELT AVENUE  
 PAWTUCKET, RI 02860

SCALE: 1" = 30'-0"

DATE: \_\_\_\_\_

DRAWN BY: DJA

JOB NUMBER: \_\_\_\_\_

DRAWING NAME:  
**SCOPE OF WORK  
 DIAGRAM**

DRAWING NUMBER:

# SK-1



**CERTIFICATE OF ANALYSIS**

R.I. Analytical (EAM Division)  
Attn: Mr. Ken Davis  
41 Illinois Avenue  
Warwick, RI 02888

**Date Received:** 5/15/2015  
**Date Reported:** 5/18/2015  
**Work Order #:** 1505-09936

Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF DECK SAMPLING

Enclosed please find your sample(s) analysis results for asbestos content. The six asbestos types include amosite, chrysotile, crocidolite, anthophyllite, tremolite, and actinolite.

**METHODOLOGY:** Polarized Light Microscopy (PLM) as suggested by EPA 600/R-93/116, July 1993 edition and EPA 600/M4-82-020, December 1982.

If the samples are found to be inhomogeneous, individual components will be analyzed separately. If individual components cannot be separated, the samples will be homogenized and a single result will be provided for the entire sample.

Sample results pertain only to items tested. The report must not be reproduced except in full with permission of R.I. Analytical. Samples submitted for analysis will be retained for three months for your future reference.

Our laboratory maintains NVLAP accreditation for bulk asbestos fiber analysis NVLAP lab code 101440-0.

This report must not be used to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government.

If you have any questions regarding this report, or if we may be of further assistance, please contact us.

Approved by:

Data Reporting

**R.I. Analytical Laboratories, Inc.**  
**CERTIFICATE OF ANALYSIS**

R.I. Analytical (EAM Division)

Date Received: 5/15/2015

Work Order #: 1505-09936

Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF DECK SAMPLING

**METHOD: EPA 600/R-93/116**

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
001	GP01: GYP PLANK ROOF DECK NORTH WEST EAVES OFF TRAINING ROOM	PLM Fiber Analysis			
		Asbestos	Not Detected	5/15/2015	EVH
		Cellulose	1-5 %	5/15/2015	EVH
		Non-fibrous	95-99 %	5/15/2015	EVH
		Sample Color	Gray	5/15/2015	EVH
002	GP02: GYP PLANK ROOF DECK SOUTH WEST EAVES OFF RECORDS ROOM	PLM Fiber Analysis			
		Asbestos	Not Detected	5/15/2015	EVH
		Cellulose	1-5 %	5/15/2015	EVH
		Non-fibrous	95-99 %	5/15/2015	EVH
		Sample Color	Gray	5/15/2015	EVH
003	GP03: GYP PLANK ROOF DECK ABOVE FORMER CAPTAINS OFFICE 2ND	PLM Fiber Analysis			
		Asbestos	Not Detected	5/15/2015	EVH
		Cellulose	1-5 %	5/15/2015	EVH
		Non-fibrous	95-99 %	5/15/2015	EVH
		Sample Color	Gray	5/15/2015	EVH
004	GP04: SAME AS 03. 3 FT. FROM SOUTH WALL	PLM Fiber Analysis			
		Asbestos	Not Detected	5/15/2015	EVH
		Cellulose	1-5 %	5/15/2015	EVH
		Non-fibrous	95-99 %	5/15/2015	EVH
		Sample Color	Gray	5/15/2015	EVH
005	GP05: GYP PLANK ROOF DECK NORTH WEST EAVES OFF TRAINING ROOM	PLM Fiber Analysis			
		Asbestos	Not Detected	5/15/2015	EVH
		Non-fibrous	100 %	5/15/2015	EVH
		Sample Color	Gray	5/15/2015	EVH

**R.I. Analytical Laboratories, Inc.**  
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R.I. Analytical (EAM Division)

Date Received: 5/15/2015

Work Order #: 1505-09936

Site Location: PROJECT #150047 PAWTUCKET CITY HALL ROOF DECK SAMPLING

**METHOD: EPA 600/R-93/116**

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
006	GP06: GYP PLANK ROOF DECK FIRE DEPT. 2ND FL HALLWAY 3 FT	PLM Fiber Analysis			
		Asbestos	Not Detected	5/15/2015	EVH
		Non-fibrous	100 %	5/15/2015	EVH
		Sample Color	Gray	5/15/2015	EVH
007	GP07: GYP PLANK ROOF DECK FIRE DEPT. 2ND FL HALLWAY 5 FT	PLM Fiber Analysis			
		Asbestos	Not Detected	5/15/2015	EVH
		Non-fibrous	100 %	5/15/2015	EVH
		Sample Color	Gray	5/15/2015	EVH

Project #150047  
Pawtucket City Hall  
Roof Deck Sampling  
Bulk Samples

NOTE: SAMPLES MUST BE KEPT IN A SEALED CONTAINER AT ALL TIMES

**R. I. ANALYTICAL LABORATORIES, INC.**

41 Illinois Avenue Warwick, Rhode Island 02888 131 Coolidge Street Bldg 2 Hudson, MA 01749  
 (401) 737-8500 Fax (401) 738-1970 (978) 568-0041 Fax (978) 568-0078

Date Collected	Time Collected	Sample ID	Sample Type	Analysis Required	Remarks	Total # of Cont.
5/15/15		GP01: Gyp Plank Roof Deck	Bulk		Pawtucket City	
		North West Eaves off			Hall	
		Training Room			Roof Deck Sample	
		GP02: Gyp Plank Roof Deck			Bulk Samples	
		South West Eaves off				
		Records Room				
		GP03: Gyp Plank Roof Deck				
		Above Former Captains office - 2nd				
		Floor <del>Deck</del> Detectives Office Police				
		Station - 1 from South Wall				
		GP04: Same as 03. 3 ft.				
		From South Wall				
		GP05: Gyp Plank Roof Deck				
		North East Eaves off Training Room				

PLM

Company Name: RIAL EAM P.O. # \_\_\_\_\_

Address: 41 Illinois Ave

City / State / Zip: Warwick, RI 02888

Phone / Fax: 401-737-8500

Contact: Ken Davis

Relinquished by: [Signature] Date / Time: 5/15/15 11:20 AM

Relinquished by: \_\_\_\_\_ Date / Time: \_\_\_\_\_

Relinquished by: \_\_\_\_\_ Date / Time: \_\_\_\_\_

Collected by: ATP

Turn Around Time:  Normal  Rush 24 Hr TAT

Comments: \* SAMPLES ARE RETAINED WITHIN THE LAB FOR A PERIOD OF THREE MONTHS, AFTER WHICH THEY ARE DISPOSED OF AT AN EPA APPROVED ASBESTOS LANDFILL. IF THE CLIENT WISHES TO RETAIN SAMPLES AFTER ANALYSIS, REQUESTS MUST BE MADE PRIOR TO THE THREE MONTH PERIOD.

RIAL: 1505-09936

- Pick-Up Only  - Sampled \_\_\_\_\_ Hours  - Shipped on Ice

Total Numbers of Cont. \_\_\_\_\_

EAM # 150047 Page 1 of 2





**CERTIFICATE OF ANALYSIS**

R.I. Analytical (EAM Division)  
Attn: Mr. Ken Davis  
41 Illinois Avenue  
Warwick, RI 02888

**Date Received:** 5/8/2015  
**Date Reported:** 5/11/2015  
**Work Order #:** 1505-09316

Site Location: PROJECT# 150047 PAWTUCKET CITY HALL, EAST ROOF ATTIC

Enclosed please find your sample(s) analysis results for asbestos content. The six asbestos types include amosite, chrysotile, crocidolite, anthophyllite, tremolite, and actinolite.

**METHODOLOGY:** Polarized Light Microscopy (PLM) as suggested by EPA 600/R-93/116, July 1993 edition and EPA 600/M4-82-020, December 1982.

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If you have any questions regarding this report, or if we may be of further assistance, please contact us.

Approved by:

Data Reporting

**R.I. Analytical Laboratories, Inc.**  
**CERTIFICATE OF ANALYSIS**

R.I. Analytical (EAM Division)

Date Received: 5/8/2015

Work Order #: 1505-09316

Site Location:PROJECT# 150047 PAWTUCKET CITY HALL, EAST ROOF ATTIC

**METHOD: EPA 600/R-93/116**

<b>SAMPLE NO.</b>	<b>SAMPLE DESCRIPTION</b>	<b>PARAMETER</b>	<b>SAMPLE RESULTS / UNITS</b>	<b>DATE ANALYZED</b>	<b>ANALYST</b>
001	UNDERSIDE ROOF GYPCRETE PLANKS (SD,F) -01	PLM Fiber Analysis			
		Asbestos	Not Detected	5/8/2015	EVH
		Cellulose	1-5 %	5/8/2015	EVH
		Non-fibrous	95-99 %	5/8/2015	EVH
		Sample Color	Gray	5/8/2015	EVH
002	DEBRIS ON STEEL DUCT BELOW #01 -02	PLM Fiber Analysis			
		Asbestos	Not Detected	5/8/2015	EVH
		Cellulose	1-5 %	5/8/2015	EVH
		Non-fibrous	95-99 %	5/8/2015	EVH
		Sample Color	Gray	5/8/2015	EVH

Project #150047  
Pawtucket City Park  
East Roof Attic

