

REQUEST FOR QUOTE (RFQ) – BID# BB002589

FOOD SERVICE EQUIPMENT

SUBMISSION DEADLINE: Thursday, October 17, 2013 at 10:00 AM (ET)

PRE-BID CONFERENCE: NO
 YES **Tuesday, October 01, 2013 at 9:00 AM (ET)**

Mandatory: NO

YES: Any vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory pre-bid conference. The representative must register at the pre-bid conference and disclose the identity of the vendor whom he/she represents. Because attendance at the pre-bid conference is mandatory, a vendor's failure to attend and register at the pre-bid conference shall result in disqualification of the vendor's bid proposal as non-responsive to the solicitation.

**Community College of RI
Flanagan Campus
1762 Louisquisset Pike
Lincoln, RI 02865
President's Conference Room #2144,
Entrance B, Second Floor**

**Buyer Name: Lisa M. Fontes
Title: Purchasing Officer**

QUESTIONS concerning this solicitation must be received by the Community College of Rhode Island at (purchasing@ccri.edu) no later than (October 7, 2013 at 12:00 PM (ET)). Questions should be submitted in a *Microsoft Word attachment*. Please reference the bid number (Bid #BB002589) on all correspondence. Questions received, if any, will be posted on the Rhode Island Division of Purchases website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: YES

BOND REQUIRED: YES

PUBLIC COPY (R.I. Gen. Law 37-2-18(j)): This requirement applies to all public works projects (vertical and horizontal) exceeding Five Hundred Thousand (\$500,000) dollars and any combination of base bid plus all alternates.

DISK BASED BID: NO
 YES: See attached Disk Based Bidding Information

NOTE TO VENDORS:

A complete, signed bid/offer package, including a completed two-page Community College of RI Bidder Certification Form/Contract Offer must be submitted with the specific Bid/RFP Number, date, and time of bid closing noted on the envelope. Mail to: Purchasing Office, Community College of RI, 400 East Avenue, Warwick, RI 02886

THIS IS NOT A BIDDER CERTIFICATION FORM

Disk Based Bidding Information

File Format

All disk based bid files are ZIP files that you can open using the WinZip 8.1 software. The ZIP file will contain one or more files based on the type of Bid/RPF.

Downloading the Disk Based Bid

Bids that have a file for download are marked with a "D" in the Info field of the bid search results. The "D" will be an active link to the WinZip file until the bid reaches its opening date. Clicking on the active "D" link will allow you to open or save the ZIP file associated with the bid. Opening the WinZip file will download a copy to your computer's temporary directory.

Opening the Disk Based Bid

Once downloaded, you can open the ZIP file with WinZip and view the Microsoft Office files contained within the WinZip file. Immediately save (extract) the individual files to an appropriate directory on your computer, such as "Desktop" or "My Documents".

FOR THE DEPARTMENT OF TRANSPORTATION AND OTHER SPECIFIC PROJECTS:

Completing the Disk Based Bid

Once the Microsoft Office files are properly saved, open the individual files and enter the required information in the appropriate fields. Save each file again to capture the new information you entered.

Submitting the Disk Based Bid

Save the completed files to a CD or diskette. Label the CD or diskette with the Bid/RFP number and bidder's name (company name, not contract name). Submit as instructed in the Bid or RFP solicitation document.

INVITATION TO BID

AWARDING AUTHORITY: COMMUNITY COLLEGE OF RI
PURCHASING DEPARTMENT
400 EAST AVENUE
WARWICK, RHODE ISLAND 02886
401-825-1153

OWNER: COMMUNITY COLLEGE OF RHODE ISLAND
400 EAST AVENUE
WARWICK, RI, 02886

PROJECT: COMMUNITY COLLEGE OF RHODE ISLAND
LINCOLN CAMPUS
1762 LOUISQUISSET PIKE
LINCOLN, RHODE ISLAND 02865
FOOD SERVICE EQUIPMENT

Contractors are invited to submit a sealed lump sum bid proposal on the Bid Form provided for the above referenced Project in accordance with the requirements of the Contract Documents and the following instructions. The work comprises a single General Contract to provide (furnish and install) all Food Service Equipment at the CCRI Flanagan Campus.

Bid Proposals are to be submitted in duplicate on the attached Bid Forms in a sealed envelope addressed to the Owner, Community College of RI, Purchasing Office, 2nd Floor, 400 East Ave, Warwick, Rhode Island 02886, on or before: October 17, 2013 at 10:00am clearly marked with the Project Name.

Bid Documents may be examined in electronic format on State Website: <http://www.purchasing.ri.gov/bidding/ExternalBidSearch.aspx> or at the Community College of RI, Purchasing Office, 400 East Avenue, Warwick, Rhode Island 02886.

BID SECURITY is required in the amount of FIVE PERCENT (5%) of the Bid for all bidders, in accordance with the Instructions to Bidders. Bid Security shall be in the form of Bid Bond or a certified check payable to the COMMUNITY COLLEGE OF RHODE ISLAND.

The successful Contractor shall furnish PERFORMANCE AND LABOR AND MATERIALS PAYMENT BONDS covering the faithful performance of the Contract and Payment of obligation arising thereunder. The cost of bonds shall be included in the Contract Sum. The amount of each bond shall be equal to ONE HUNDRED percent (100%) of the Contract Sum.

Prospective Bidders' attention is referred to the State requirements pertaining to conditions of employment to be observed, including the requirement that TEN PERCENT (10%) of the dollar value of the work to be performed by Minority Business Enterprises. Attention is also called to the fact that not less than the minimum wage rates as hereinafter set forth shall be paid on this Project, in accordance with those prevailing wages on file with the Rhode Island Department of Labor, office of the Director Unit. Bidders are subject to terms, conditions and provisions, of Chapters 12, 13 and 14 of Title 37, General Laws of the State of Rhode Island, 1956as amended

The Owner reserves the right to waive irregularities and to reject any or all bids, wholly or in part, to waive any informalities or defects in any or all bids and to make awards deemed in the best interest of the Owner.

Owner
Executive Director
Purchasing Office

SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

FOR

**CCRI Food Service Equipment
Flanagan Campus**

Purchaser:

Community College of Rhode Island
400 East Avenue
Warwick, RI 02886

Owner:

Community College of Rhode Island
400 East Avenue
Warwick, RI 02886

BID SET

August 26, 2013

Community College of Rhode Island Bidder Certification Form/Contract Offer

NOTICE TO OFFERORS

This two-page Community College of Rhode Island (CCRI) Bidder Certification Form/Contract Offer **must** be attached to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter into a contract with CCRI. As such, submittal of the entire Community College of Rhode Island Bidder Certification Form/Contract Offer, signed by a duly authorized representative of the offeror attesting to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award. Offers received without the entire completed two-page form attached may result in offer disqualification.

Other Provisions and Procedures

To assure maximum access opportunities for users, public bid/RFP notices shall be posted on the Rhode Island Division of Purchases Website (www.purchasing.ri.gov/) for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due.

Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the College Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. After an award has been made, failure to meet all requirements of this invitation may result in a determination of default. Payments for partial delivery will not be made, except where expressly provided herein.

Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the College) on the condition that the offer is accompanied by detailed product specifications.

The College reserves the right to (a) make awards on the basis that best serves the interest of CCRI, individual items, total low, etc., and (b) reject any and all bids in whole or in part. Prices quoted are N30, FOB DESTINATION, less federal/state tax.

VENDOR AUTHORIZATION TO PROCEED. When a purchase order or change order is issued by the Community College of Rhode Island, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order issued by the Community College of Rhode Island PRIOR TO delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of a purchase order made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island.

This solicitation and any contract or purchase order arising from it is issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws, including the Board of Governors for Higher Education General Terms and Conditions of Purchase. The regulations, General Terms and Conditions are incorporated into all Community College of Rhode Island contracts and can be viewed at www.ribghe.org/procurementregs113006.pdf.

Offerors are advised that all materials submitted to the College for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection upon written request once an award has been made. Bidders are encouraged to attend Public Bid Openings to obtain competitive pricing information. Bid tabulations may be reviewed after award(s) have been made at the Community College of Rhode Island Purchasing Office Mondays through Fridays between the hours of 9:00 a.m. and 3:30 p.m. – telephone requests for bid results will not be honored.

Provisions of State labor laws concerning payment of prevailing wage rates, issued by the R.I. Department of Labor and Training, shall apply for contracts involving public works construction, alteration, or building repair work.

In accordance with Title 7 Chapter 1.1-99 of the Rhode Island General Laws, foreign corporations (a corporation established other than in Rhode Island) must be qualified to transact business in this state.

State Equal Employment Opportunity Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws, also apply.

ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement. A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements. Incomplete certification forms are grounds for disqualification of offer.

Indicate Yes (Y) or No (N):

- ___1 Has your firm (or any principal) been subject to the following findings by the Federal Government, State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM (S).
- ___2 Has your firm (or any principal) been fined more than \$5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode Island Wetlands law?
- ___3 I/we certify that I/we will immediately disclose, in writing, to the College Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.
- ___4 I/we acknowledge that, in accordance with (1) RIGL Section 37-2-54(C) “no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe,” and (2) RIGL section 37-2-7(16) which identifies the Board of Governors for Higher Education as a public agency and gives binding contractual authority to the College Purchasing Agent.
- ___5 I/we certify that all of the vendor information provided is correct and complete.
- ___6 I/we certify that I or my firm possesses all licenses required by Federal and State law and regulation as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the Community College of Rhode Island Purchasing Agent in writing of such circumstance.
- ___7 I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the Community College of Rhode Island Purchasing Agent in writing of such circumstance.
- ___8 I/we certify that I/we understand that falsification of any information herein or failure to notify the Community College of Rhode Island Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for perjury.
- ___9 I/we acknowledge that the provisions and procedures set forth in this form apply to any offer contained herein.

IF YOU HAVE ANSWERED “YES” TO QUESTIONS #1 or 2 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #3 – 9 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT.

Signature below commits vendor to the attached offer and certifies (1) that the offer reflects all solicitation amendments (2) that the above statements and information are accurate (3) that vendor understands and has complied with the requirements set forth herein

Vendor’s
Signature: _____ Bid Number: _____ Date: _____
(Person authorized to enter into contracts; signature must be in ink) (If applicable)

Print Name and Title of Company official signing offer Telephone Number

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

<u>ITEM:</u>	<u>QTY:</u>	<u>DESCRIPTION:</u>
0001	1 ea.	Serving Counter, Hot Food, Electric Duke Manufacturing Model No. TEHF-46SS Packed, ea. Thurmaduke Hot Food Unit, mobile, electric, 46"L, 32"W, 36"H, 16ga s/s top, 3 s/s heat wells, drains, copper manifolds, one valve, thermostats , dish shelf, 20ga s/s/ body and under shelf, 5" swivel casters (2 with brakes), 6' cord and plug.
	1 ea.	120v/60/1-ph, 2250 watts, 18.8 amps
	1 ea.	Counter top options
	1 ea.	Internal locking device, stainless steel pin and latch line up device under counter top, on both ends.
	1 ea.	Veneer plastic laminate on body, Manufacturers standard colors only.
	1 ea.	Veneer on customer's side TSS-3P
	1 ea.	Veneer on end, each TSS-9P
	1 ea.	Solid stainless steel tray slide, 16ga s/s, 2 rubbing tracks, on 2 s/s fixed brackets
	1 ea.	Located on customer's side
	1 ea.	For s/s hinged bracket in lieu of standard bracket, each bracket
	1 ea.	Kick plates, stainless steel, recessed, screw attached and ½" above floor for easy rolling
	1 ea.	On customer's side
	1 ea.	On the end, each

0001A	1 ea.	<p>Elite Sneeze Guard</p> <p>Duke Manufacturing Model No. TS420-60 Packed: ea. Single Deck Food Shield, 59" long, full service style, ¼" glass guard, top shelf and end enclosures, 1" stainless steel tubing with s/s glass clips.</p>
0002	1 ea.	<p>Serving Counter, Skeleton Unit</p> <p>Duke Manufacturing Model No. TS380-SS Packed: ea. Thurmaduke Skeleton Unit, up to 48" Long, 4"W, 36"H, for opening in counter line up, 16ga s/s top cap, 20ga s/s front panel, 6" high s/s legs and adjustable feet, must be attached to another unit, casters not available.</p>
	1 ea.	48" length or less, must be supported both ends, specify exact opening length allowing inside clearance.
	1 ea.	Skeleton end return panel, 4.5"L, 32"W, 36"H, 16ga s/s top cap, 20ga s/s end panel, 6"H s/s legs and adjustable feet, must be attached to skeleton, casters not available.
	1 ea.	Veneer plastic laminate on body. Manufacturer's standard colors only.
	1 ea.	Veneer on customer's side
	1 ea.	Kick plates, stainless steel, recessed, screw attached and ½" above floor for easy rolling
	1 ea.	On customer's side.
0003	1 ea.	<p>Thermaduke Refrif Base Unit</p> <p>Duke Manufacturing Model No. RB48RTSSWCPN7 Packed: ea. Thurmaduke Refrigerated Base Unit, electric self-contained, 48"L, 32"W, 36"H, 14ga. Stainless steel solid top, with 8" deep N7 cold pan in top of unit, one stainless door and magnetic gasket, S/S interior with light, S/S wire shelf, s/s body, 6" high S/S legs and adj. Feet, 120 volt, 1/3hp, 6 amps, and 6 foot cord and plug.</p>
	1 ea.	TSOLID-HD-4 Tray slide with hinged brackets, solid s/s with two 1/8" die-formed rubbing tracks, for 4 well units, 60" long modified length

	1 ea.	Veneer plastic laminate on body, Manufacturer's standard colors.
	1 ea.	Veneer on customer's side.
	1 ea.	Kick plates, stainless steel, recessed, screw attached and 1/2" above floor for easy rolling.
	1 ea.	On customer's side.
0003A	1ea.	Elite Sneeze Guard Duke Manufacturing Model No. TS420-48 Packed: ea. Single Deck Food Shield, 47" long, full service style, 1/4" glass guard, top shelf and end enclosures, 1" stainless steel tubing with s/s glass clips.
0004	1 ea.	Serving Counter, Utility Duke Manufacturing Model No. TST-46SS Packed: ea. Thurmaduke Solid Top Unit, Mobile utility counter, 46"L, 32"W, 36"H, 16ga stainless steel top, 20ga s/s body and under shelves, 5" dia. Gray poly swivel casters, 2 with brakes.
	1 ea.	Counter top options.
	1 ea.	Internal locking device, stainless steel pin and latch line up device under counter top, on both ends.
	1 ea.	Veneer plastic laminate on body. Manufacturer's standard colors only.
	1 ea.	Veneer on customer's side (TSS-3P)..
	1 ea.	Solid stainless steel tray slide, 16ga s/s, 2 rubbing tracks, on 2 s/s fixed brackets
	1 ea.	Located on customer's side
	1 ea.	For s/s hinged bracket in lieu of standard bracket, each bracket
	1 ea.	Special body modifications.
	1 ea.	Special length, start with next longer standard length and make shorter, maximum modular body length is 88" (TDST-X-1).

0005

- 1 ea. Kick plates, stainless steel, recessed, screw attached and ½" above floor for easy rolling
- 1 ea. On customer's side
- 2 ea. **Serving Counter, Cold Pan**

Duke Manufacturing Model No. TCM-46SS-N7 Packed: ea. Thurmaduke Cold Food Unit, mobile, 46"L, 32"W, 36"H, 16ga s/s top, NSF #7 s/s mech, cold pan, 8" deep, 42.5" x 21.75" liner, 1" drain line and valve, 20ga s/s body and under shelf, 5" dia. Swivel casters (2 with brakes), 6" cord and plug.
- 2 ea. 120v/60/1-ph, 60 cycle, 1 ph., ¼ HP, 5.2 amps, R134A, NEMA #5-15P.
- 2 ea. Mechanical cold pan options
- 2ea. Condensate evaporator with drain line routed to pan and valve omitted.
- 2 ea. Counter top options.
- 2 ea. Internal locking device, stainless steel pin and latch line up device under counter top, on both ends.
- 2 ea. Veneer plastic laminate on body. Manufacturer's standard colors only.
- 2 ea. Veneer on customer's side. (TSS-3P)
- 2 ea. Solid stainless steel tray slide, 16ga s/s, 2 rubbing tracks, on 2 s/s fixed brackets
- 2 ea. Located on customer's side
- 2 ea. For s/s hinged bracket in lieu of standard bracket, each bracket
- 2 ea. Kick plates, stainless steel, recessed, screw attached and ½" above floor for easy rolling
- 2 ea. On customer's side

0005A	2 ea.	<p>Elite Sneeze Guard</p> <p>Duke Manufacturing Model No. TS420-46 Packed: ea. Single Deck Food Shield, 45" long, full service style, ¼" glass guard, top shelf and end enclosures, 1" stainless steel tubing with s/s glass clips.</p>
0006	1 ea.	<p>Serving Counter, Utility</p> <p>Duke Manufacturing Model No. TST-46SS Packed: ea. Thurmaduke Solid Top Unit, Mobile utility counter, 46"L, 32"W, 36"H, 16ga stainless steel top, 20ga s/s body and under shelves, 5" dia. Gray poly swivel casters, 2 with brakes.</p>
	1 ea.	Counter top options.
	1 ea.	Internal locking device, stainless steel pin and latch line up device under counter top, on both ends.
	1 ea.	Veneer plastic laminate on body. Manufacturer's standard colors only.
	1 ea.	Veneer on customer's side. (TSS-3P)
	1 ea.	Veneer on end, each (TSS-9P)
	1 ea.	Solid stainless steel tray slide, 16ga s/s, 2 rubbing tracks, on 2 s/s fixed brackets
	1 ea.	Located on customer's side
	1 ea.	For s/s hinged bracket in lieu of standard bracket, each bracket
	1 ea.	Kick plates, stainless steel, recessed, screw attached and ½" above floor for easy rolling
	1 ea.	On customer's side
	1 ea.	On the end, each

0007

1 ea.

Serving Counter Utility

Duke Manufacturing Model No. 311-25SS Packed: ea.
Aeroserv Solid Top Unit, utility counter, 74"L, 24.5"W,
36"H, 20ga stainless steel top, 20ga s/s body, s/s
intermediate and bottom shelf, 6"H s/s legs and adjustable
feet.

1 ea.

Kick plates, stainless steel, recessed, screw attached and
½" above floor for easy rolling.

1 ea.

Counter top options.

1 ea.

14ga s/s top in lieu of standard

1 ea.

Doors on operator's side.

1 ea.

Sliding doors, no lock, stainless steel and recessed s/s
pulls (329-5SS)

1 ea.

Veneer plastic laminate on body. Manufacturer's standard
colors only.

1 ea.

Veneer on customer's side with s/s corner trim.

1 ea.

Veneer on end with s/s corner trim.

1 ea.

Veneer on sliding doors.

1 ea.

Fabrication and electrical modifications.

1 ea.

6 foot cord and plug, specify NEMA number.

2 ea.

Round cutout with raw edge, in counter top, body panel or
a shelf (specify cutout diameter and location).

1 ea.

Electric outlet in base, galvanized J-box, duplex or single
receptacles and s/s cover, mounted inside unit and wired
to a single point connection, specify NEMA number.

1 ea.

Specify body modifications.

1 ea.

Omit bottom shelf – open base, for under counter
equipment, partial bottom shelf 18" x 18".

0008

1 ea.

Serving Counter Utility

Duke Manufacturing Model No. 309-25SS Packed: ea.
Aeroserv Solid Top Unit, utility counter, 46"L, 24.5"W,
36"H, 20ga stainless steel top, 20ga s/s body, s/s
intermediate and bottom shelf, 6"H s/s legs and adjustable
feet.

1 ea.

Counter top options.

1 ea.

14ga s/s top in lieu of standard

1 ea.

Doors on operator's side.

1 ea.

Sliding doors, no lock, stainless steel and recessed s/s
pulls (329-3SS)

1 ea.

Veneer plastic laminate on body. Manufacturer's standard
colors only.

1 ea.

Veneer on customer's side with s/s corner trim.

1 ea.

Veneer on end with s/s corner trim, each.

1 ea.

Veneer on sliding doors.

1 ea.

Special body modifications.

1 ea.

Special length, start with next longer standard length and
make shorter, maximum modular body length is 88"
(TDST-X-1).

1 ea.

Omit bottom shelf – open base, for under counter
equipment.

1 ea.

Kick plates, stainless steel, recessed, screw attached and
½" above floor for easy rolling.

1 ea.

On operators side.

1 ea.

On the end, each.

0009

1 ea. **Serving Counter, Cold Pan**

Duke Manufacturing Model No. 315-25PG-N7 Packed: ea. AeroServ Cold Food Unit, 46"L, 24.5"W, 36"H, 20ga s/s top, NSF #7 s/s mechanical cold pan, 8" deep, 42.5" x 21.75" opening, 1" brass drain and plug, 20ga paint grip steel body and under shelf, 6"H s/s legs and adjustable feet, 6' cord and plug.

1 ea. Kick plates, stainless steel, recessed, screw attached and ½" above floor for easy rolling.

1 ea. 120v/60/1-ph, 60 cycle, 1 ph., 1/4HP, 5.2 amps, R134A, NEMA #5-15P.

1 ea. Powder coat color to be determined from premium color charts.

1 ea. Mechanical cold pan options.

1 ea. 10" deep cold pan liner in lieu of standard depth.

1 ea. Counter top options.

1 ea. 14ga s/s top in lieu of standard.

1 ea. Doors on operator's side.

1 ea. 8" or 10" deep cold pan special compressor compartment on operator's side, dry storage partitioned on operator's left, and s/s louvered grill w/magnetic catches on the right.

1 ea. Single door, no lock, left hand hinge, paint grip steel, powder coated to match body, magnetic catch and recessed s/s pull.

1 ea. Veneer plastic laminate on body. Manufacturer's standard colors only.

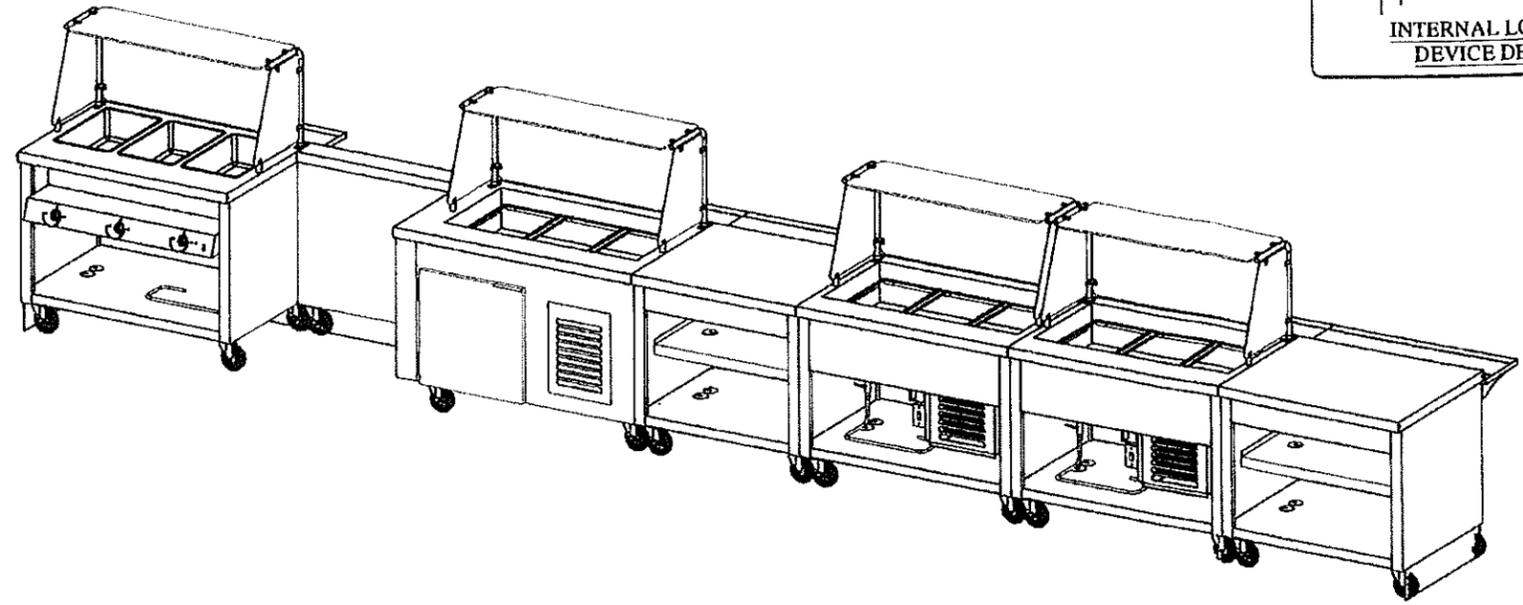
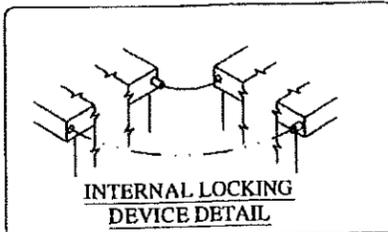
1 ea. Veneer on customer's side with s/s corner trim (A-3-P)

1 ea. Veneer on end with s/s corner trim, each (A-P-END)

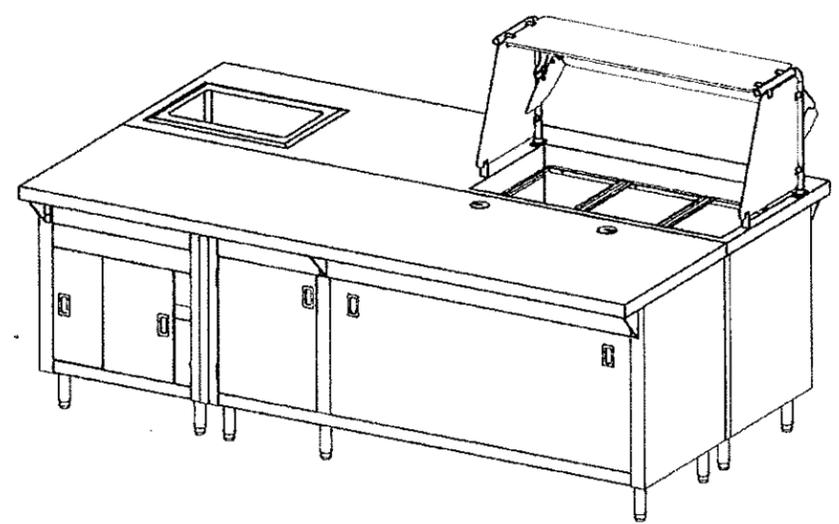
1 ea. Veneer on hinged door.

- 2 ea. TS421-46 Single Deck Food Shield, 45" long, Self-service style, ¼" glass guard, top shelf and end enclosures, 1" stainless steel tubing with s/s glass clips.
- 0010 1 ea. **Serving Counter, Utility**
- Duke Manufacturing Model No. 310-25SS Packed: ea. AeroServ Solid Top Unit, utility counter, 60"L, 24.5"W, 36"H, 20ga stainless steel top, 20ga s/s body, s/s intermediate and bottom shelf, 6"H s/s legs and adjustable feet.
- 1 ea. Kick plates, stainless steel, recessed, screw attached and ½" above floor for easy rolling
- 1 ea. Counter top options.
- 1 ea. 14ga s/s top in lieu of standard
- 1 ea. Doors on operator's side.
- 1 ea. Sliding doors, no lock, stainless steel and recessed s/s pulls (329-4SS)
- 1 ea. Veneer plastic laminate on body. Manufacturer's standard colors only.
- 1 ea. Veneer on end with s/s corner trim, each.
- 1 ea. Veneer on sliding doors.
- 1 ea. Fabrication and electrical modifications.
- 1 ea. 6 ft. cord and plug, specify NEMA number.
- 1 ea. Rectangular cutout with reinforced edges, in counter top, body panel or a shelf, counter top max. front to back is 22.25", and right to left is 4" less than unit length (specify cutout size and location) for ADI-1E-SW listed below..
- 1 ea. Electric outlet in base, galvanized J-box, duplex or single receptacle and s/s cover, mounted inside unit and wired to single point connection, specify NEMA number.
- 1 ea. Special body modifications.
- 1 ea. Special length, start with the next longer standard length and make shorter, maximum modular body length is 88" (TDST-X-1)

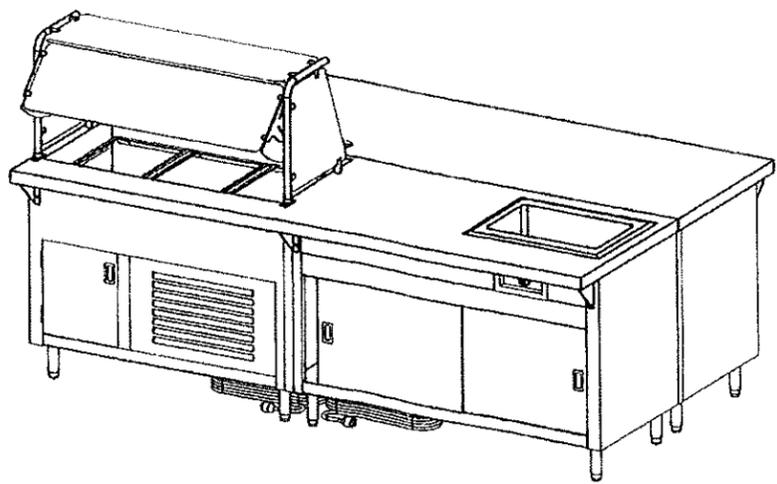
	1 ea.	ADI-1E-SW Hot Food Drop-In Unit, electric, with one 12" x 20" hot food well, 18-1/4" long, 12-3/4" high, s/s top and interior liner, steel exterior housing, with remote control panel, sealed wells with drains.
	1 ea.	Voltage to be determined – Specify at time of order.
0011	1 ea.	<p>Tray slide Covers/Laminate Panels</p> <p>Custom Metal of Massachusetts Model No. Tray slide Covers/Laminate Panels Packed: ea. furnish and install (5) s/s tray slide covers, aluminum kick plates and plastic laminate exterior panels to the remaining serving carts per field dimensions.</p>
0012	2 ea.	<p>Sneeze Guard, Stationary</p> <p>Duke Manufacturing Model No. TS461-74SS Packed: ea. contemporary series food guard, tempered adjustable position glass with glass over shelf and end enclosures, full frames to be s/s 1" diameter post 73-1/4" length, 20" overall height. (2 ea.) mod custom length approx. 62" in overall length, drawings required for approval.</p>
0013	1 ea.	<p>Sneeze Guard, Stationary</p> <p>Duke Manufacturing Model No. TS461-88SS Packed: ea. contemporary series food guard, tempered adjustable position glass with glass over shelf and end enclosures, full frames to be s/s 1" diameter post 87-1/4" length, 20" overall height. (1 ea.) mod custom length approx. 81" in overall length, drawings required for approval.</p>
0014	2 ea.	<p>Beverage Counter</p> <p>Custom Metals of Massachusetts Model No. Beverage Counter Packed: ea. (2 ea.) beverage counter stainless steel top cap consisting of: (1 ea.) right side counter top cap @ 73-15/16" x 28-5/8" x 2'-8" thick, (1 ea.) left side counter top cap @ 76-1/2" x 28-5/8" x 2'-8" thick.</p>
0015	1 ea.	<p>Condiment Counter</p> <p>Custom Metals of Massachusetts Model No. Condiment Counter Packed: ea. (1 ea.) Condiment counter stainless steel top cap, 62-1/8" x 28-1/2" x 2'-8" thick with tray slide cap @ 62-1/8" x 2'-8" and laminate front, sides and filler panels.</p>



1 3D - PERSPECTIVE
1 NOT TO SCALE



2 3D - PERSPECTIVE
1 NOT TO SCALE



3 3D - PERSPECTIVE
1 NOT TO SCALE

SUBMITTAL NOTES

PLASTIC LAMINATE GRAIN (IF ANY) WILL BE RUN HORIZONTAL UNLESS OTHERWISE NOTED.

GENERAL NOTES

AEROSERV SERVING SYSTEMS

TOPS
14 GA. STAINLESS STEEL CONTINUOUS TOP

BODIES & INTERIORS
20 GA. STAINLESS STEEL BODIES AND INTERIOR SHELVES W/ LAMINATE VENEER EXTERIOR WHERE INDICATED

*LAMINATE BRAND: VERIFY

*LAMINATE ID NUMBER: VERIFY

*LAMINATE COLOR NAME: VERIFY

LEGS
6" HIGH, 1 5/8" STAINLESS STEEL TUBULAR LEGS WITH ADJUSTABLE FEET.

NSF-7 COLD PANS
NSF STANDARD #7 COLD PAN TO HOLD FOOD PANS RECESSED 3" BELOW TOP ON S.S. REMOVABLE BRACKETS & ADAPTER BARS

HOT FOOD DRAINS
DRAINS MANIFOLDED W/ COPPER TUBING TO BRASS MASTER VALVE. EXTEND MASTER VALVE FORWARD.

THURMADUKE SERVING SYSTEMS

TOPS
16 GA. STAINLESS STEEL TOPS

BODIES & INTERIORS
20 GA. STAINLESS STEEL BODIES AND INTERIOR SHELVES W/ LAMINATE VENEER EXTERIOR WHERE INDICATED.

*LAMINATE BRAND: VERIFY

*LAMINATE ID NUMBER: VERIFY

*LAMINATE COLOR NAME: VERIFY

CASTERS
5" CASTERS WITH GRAY POLYURETHANE TIRES ALL SWIVEL (2) WITH BRAKES.

CASTERS ITEM 2
5" CASTERS WITH GRAY POLYURETHANE TIRES. ALL RIGID.

KICKPLATES
HEAVY GAUGE STAINLESS STEEL KICK PLATES LOCATED ON CUSTOMER'S SIDE AND WHERE INDICATED BY SCHEDULE.

TRAYSLIDES
16 GA. STAINLESS STEEL SOLID TRAY SLIDES WITH (2) DIE FORMED RUBBER TRACKS ON 10 GA. STAINLESS STEEL HINGED BRACKETS.

HOT FOOD DRAINS
DRAINS MANIFOLDED W/ COPPER TUBING TO BRASS MASTER VALVE. EXTEND MASTER VALVE FORWARD. TO INCLUDE HOSE BIB CONNECTION & 48" OF 3/4" DIA HOSE

COLD FOOD DRAINS
DRAIN EXTENSION TO GLOBE VALVE W/ HOSE BIB CONNECTION & 48" OF 3/4" DIA HOSE

NSF-7 COLD PANS
NSF STANDARD #7 COLD PAN TO HOLD FOOD PANS RECESSED 3" BELOW TOP ON S.S. REMOVABLE BRACKETS & ADAPTER BARS

BREATHGUARDS

SHELVES
3/8" THICK TEMPERED GLASS SHELVES

END POSTS
1" DIAMETER STAINLESS STEEL END POSTS

GUARDS
3/8" THICK TEMPERED GLASS PROTECTOR PANELS

END PANELS
1/4" THICK TEMPERED GLASS END PANELS.

SYMBOL LEGEND

DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL
SIMPLEX RECEPTACLE	[S]	DUPLEX RECEPTACLE	[D]
EQUIPMENT TAG	[XXXXXX]	STANDARD 6' CORD & PLUG	[C]
KICKPLATE LOCATION	(K)	2-3/4" GROMMET LOCATION	(G)
LAMINATE LOCATION	(L)	FIELD JOINT LOCATION	(FJ)
VIEW TAG	VIEW NUMBER PAGE NUMBER	VIEW NAME SCALE	
VIEW ARROWS	[X] [X] [X] [X]	VIEW NUMBER PAGE NUMBER	

Duke
"Your Solutions Partner"
Duke Manufacturing Company
2305 North Broadway
St. Louis, Mo. 63102
Ph (314) 231-1130
Fax (314) 231-5074

SUBMITTAL

DATE: _____

REVISIONS:

NO.	DATE	BY
A	7/26/2012	KLC
B	7/30/2012	KLC
C	10/19/2012	LOH

REV.	DATE	BY
A	7/26/2012	KLC
B	7/30/2012	KLC
C	10/19/2012	LOH

AEROSERV
SERVING SYSTEM

DESIGNED FOR:
CCRI CAFETERIA

DESIGNED BY:
TRIMARK UNITED EAST

DRAWN BY: **KLC**

ESTIMATOR: **S. ROBBEN**

PURCHASE ORDER #: **L.O.I.**

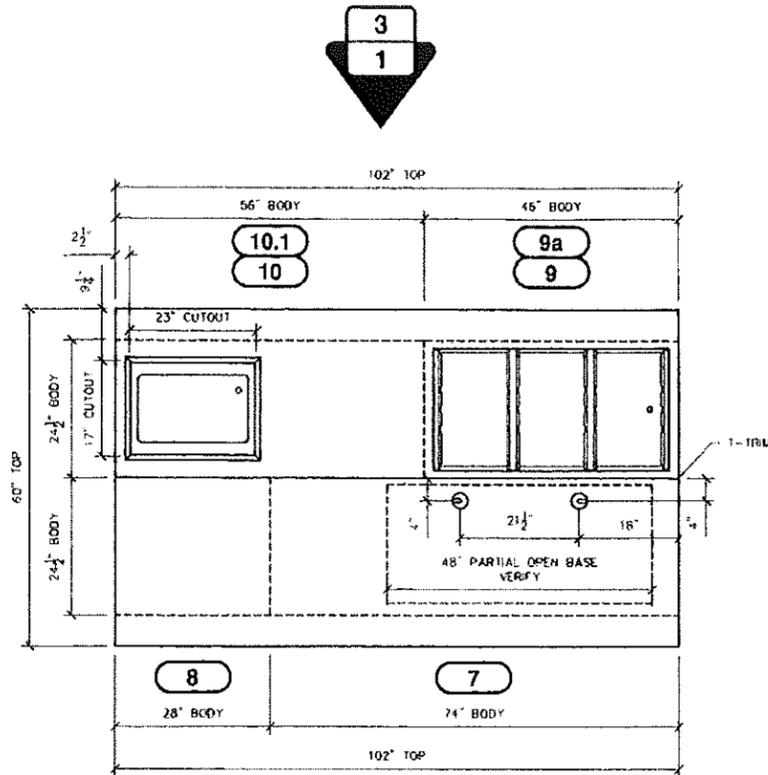
SALES ORDER: **N/A**

DATE: **7/24/2012**

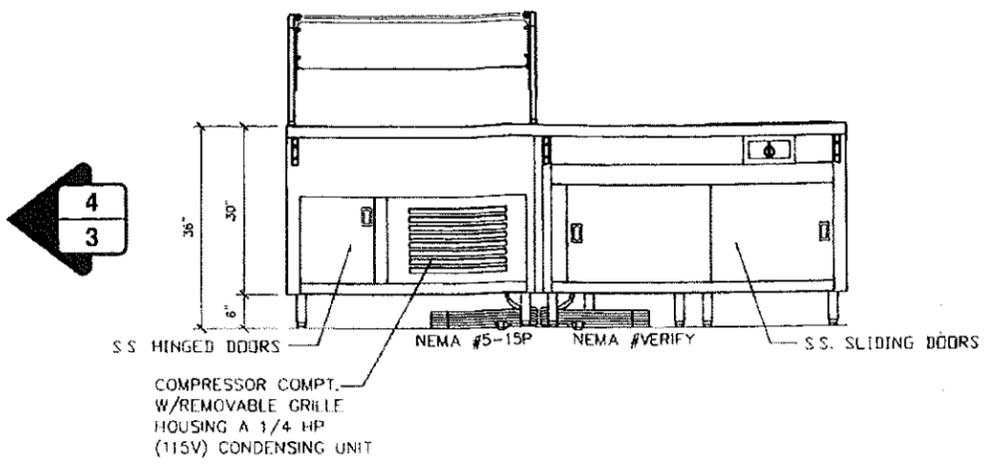
DRAWING NO.: **54835**

SHEET: **1**

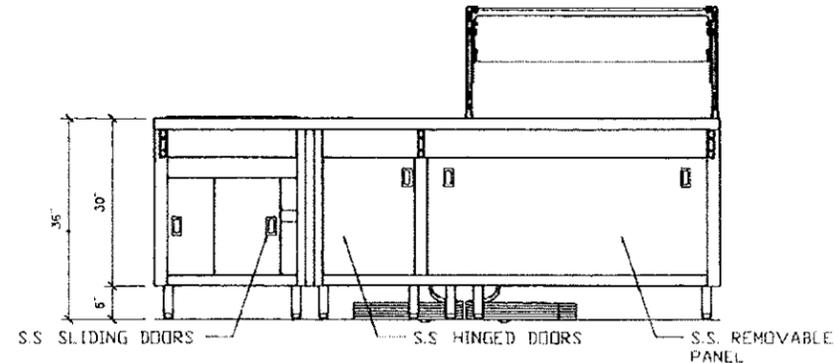
OF: **3**



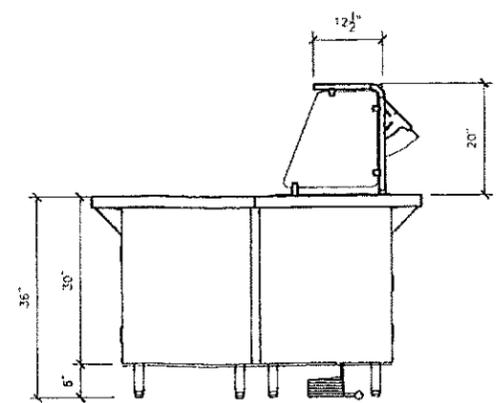
1 PLAN VIEW
3 3/8" = 1'-0"



3 ELEVATION VIEW
2 3/8" = 1'-0"



2 ELEVATION VIEW
2 3/8" = 1'-0"



4 END VIEW
2 3/8" = 1'-0"

EQUIPMENT SCHEDULE									
Item Tag	Quantity	Model Number	Factory	Description	Voltage	Phase	Amperes	See Item	
7	1	311-25SS	FS	SOLID TOP UNIT (MODIFIED TOP) PARTIAL OPEN BASE W/REMOVABLE PANEL				Gas Type	NEMA #
8	1	508-25SS	FS	SOLID TOP UNIT (MODIFIED TOP)				Gas Type	NEMA #
9	1	316-25SS-N7	FS	4-SECTION NSF-7 COND PAN UNIT (MODIFIED TOP) 10" MECHANICALLY COOLED	115	1	4.4	Gas Type	NEMA #
9a	1	T5421-16	FS	ELITE SELF SERVICE BREAKGUARD				Gas Type	NEMA #
10	1	316-25SS	FS	SOLID TOP UNIT (MODIFIED TOP)				Gas Type	NEMA #
10.1	1	AD1-1E-5W	FS	HOT FOOD DROP IN	VER	VER	VER	Gas Type	NEMA #

DUKE MANUFACTURING COMPANY
 2305 North Broadway
 St. Louis, Mo. 63102
 Ph (314) 231-1130
 Fax (314) 231-5074

AEROSERV
 SERVING SYSTEM

CCRI CAFETERIA
 TRIMARK UNITED EAST

DESIGNED BY: KLC
 ESTIMATOR: S. ROBBEN
 PURCHASE ORDER #: L.O.I.
 SALES ORDER: N/A
 DATE: 7/24/2012
 DRAWING NO.: 54835
 SHEET: 3 OF 3

NOTE:
 SNEEZE GUARDS NOT SHOWN IN
 PLAN VIEW

SECTION 000107 - SEALS PAGE

END OF SEALS PAGE

SECTION 00010 - TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS

- I.1 Division 00 -- Procurement and Contracting Requirements
 - A. 00 01 07 - Seals Page
 - B. 00 10 00 - Invitation to Bid
 - C. 00 20 00 - Instructions to Bidders
 - D. 00 21 00 - Special Instructions to Bidders
 - E. 00 40 00 - Procurement Forms and Supplements
 - F. 00 41 00 - Bid Form
 - G. 00 50 00 - Contracting Forms and Supplements
 - H. 00 52 01 - Agreement Form
 - I. 00 60 00 - Performance Bond and Payment Bond AIA A312-2010
 - J. 00 61 40 - Waiver of Lien Form AIA G706A
 - K. 00 61 50 - ACCORD certificate of Insurance AIA G715
 - L. 00 70 00 - General Conditions
 - M. 00 85 00 - Prevailing wage Rates
 - N. 00 90 00 - Addenda and Modifications

SPECIFICATIONS

- 2.1 Division 01 -- General Requirements
 - A. 01 20 00 - Price and Payment Procedures
 - B. 01 30 00 - Administrative Requirements
 - C. 01 33 00 - Submittal Procedures
 - D. 01 40 00 - Quality Requirements
 - E. 01 60 00 - Product Requirements
 - F. 01 78 00 - Closeout Submittals

END OF TABLE OF CONTENTS

SECTION 00 20 00
INSTRUCTIONS TO BIDDERS1. Receipt and Opening of Proposal

Sealed proposals (Bids) will be accepted in the office of the Division of Purchases, Department of Administration, 1 Capital Hill, 2nd Floor, Providence, Rhode Island 02908 until the time indicated on the Invitation To Bid, for the commodities, equipment, or services designated in the Specifications and will then be publicly opened read aloud and then evaluated.

2. Form of Bid

Proposal must be submitted on and in accordance with the forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal or in the item or items mentioned therein, must contain the name and proper address of the Bidding Firm, and must be signed by a principal member of the firm with his signature and official title. Proposals which are not complete, or contain any omissions, erasures, alterations, additions or contain irregularities of any kind, may be rejected. Failure of any Bidder to receive any addendum shall not relieve such bidder from any obligation under this bid as submitted.

3. Submission of Bids

- a. Envelopes containing Bids must be sealed and addressed to Community College of RI, Purchasing Office, 400 East Avenue, 2nd Floor, Warwick, Rhode Island 02886 and must be marked with the name and address of Bidder, and name of item in Bid call.
- b. No Bids received thereafter the specified time will be considered.
- c. Each bid must be accompanied by a certified check of the Bidder, or a bid bond prepared on AIA Document A310, duly executed by the Bidder as principal and having surety thereon a surety company as approved by the Owner and the Architect, in the amount of Five Percent (5%) of the Base Bid.
- d. Unless otherwise specified, no Bid may be withdrawn for a period of ninety (90) days from the date of Bid opening.
- e. Negligence on the part of the Bidder in preparing the Bid confers no rights for the withdrawal of the Bid after it has been opened.
- f. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.

4. Prices

Bidders shall state the proposed price in the manner as designated in the Bid Form. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

5. Rhode Island Sales Tax

Community College of Rhode Island is exempt from the payment of Rhode Island Sales Tax under laws governing 501 organizations.

6. "Or Equal" Bidding

When the name of a manufacturer, a brand name, or manufacturer's catalogue number is issued as the Bid Standard in describing an item followed by "Or Equal" this description is used to indicate quality, performance, and other essential characteristics of the article required.

If Bidding on other than the make, model, brand, or sample specified, but equal thereto, Bidder must so state by giving the manufacturer's name, catalogue number, and any other information necessary to prove that his intended substitution of a commodity is equal in all essential respects to the Bid Standard. Bidder must prove to the satisfaction of the Owner or by person or persons designated by him, that his designated substitute is equal to the Bid Standard; otherwise, his Bid will be declared "No Bid" insofar as the item in question is concerned.

7. Award and Contract

Unless otherwise specified, the Community College of Rhode Island reserves the right to make award by item or items, or by total, as may be in the best interest of the Community College of Rhode Island. A written award (or acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder followed by a Community College of Rhode Island Purchase Order shall, unless otherwise specified, be deemed to result in a binding Contract without further action by either party.

8. Community College of Rhode Island reserves the right to reject any and all proposals, to waive any informality in the proposals received, and to accept the

proposal deemed to be most favorable to the best interests of Community College of Rhode Island.

END OF DOCUMENT

SECTION 00 21 00

SPECIAL INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID
2. CORRECTIONS
3. QUALIFICATIONS OF THE BIDDER
4. OBLIGATIONS OF THE BIDDER
5. CONDITIONS OF WORK
6. INFORMATION SUPPLIED TO BIDDERS
7. METHOD OF AWARD
8. EXECUTION OF THE AGREEMENT
9. NOTICE TO PROCEED
10. TIME OF COMPLETION AND LIQUIDATED DAMAGES
11. POWER OF ATTORNEY
12. ADDENDA AND INTERPRETATIONS
13. UNCERTAINTY OF QUANTITIES
14. ITEMS NOT LISTED IN THE BID
15. BALANCED BIDDING
16. PRICES
17. NOTICE OF SPECIAL CONDITIONS
18. LAWS AND REGULATIONS
19. MANUFACTURER'S EXPERIENCE
20. ACCESS TO SITE
21. RHODE ISLAND SALES AND USE TAX
22. JOB CONDITIONS
23. PRECONSTRUCTION CONFERENCE
24. OWNER'S RIGHT TO DELETE PORTION OF CONTRACT
25. SITE LAYOUT
26. NOTICE OF PREVAILING WAGES
27. NOTICE OF BUILDING PERMIT
28. NOTICE OF STATE BOARD OF ELECTIONS AFFIDAVIT
29. NOTICE OF DEFINITION OF OWNER
30. NOTICE OF EQUAL OPPORTUNITY

SPECIAL INSTRUCTIONS TO BIDDERS**ARTICLE 1: PREPARATION OF BID**

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, both in words and figures. All bids must be prepared in conformity with and shall be based on and submitted subject to all requirements of the Specifications and Drawings, together with all Addenda thereto.

ARTICLE 2: CORRECTIONS

Erasures or other changes in the bid must be explained or noted over the signature of the bidder.

ARTICLE 3: QUALIFICATIONS OF THE BIDDER

The OWNER may make such investigations as he deems necessary to determine the ability of the bidder to perform the Work, and the bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the OWNER that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

ARTICLE 4: OBLIGATIONS OF THE BIDDER

Bidders must satisfy themselves by personal examination at the site of the proposed Work, by review of the Drawings and the Specifications including Addenda, and by such other means as they may prefer, as to the actual conditions, requirements, and limits of the proposed Work, and as to the accuracy of the information and statements herein contained, and the submission of any bid will be accepted by the OWNER as satisfactory proof that the bidder has satisfied himself in these respects. The bidder shall not at any time after the submission of a bid dispute or complain of such statements or information, nor assert that there was any misunderstanding in regard to the nature, or amount of Work to be done. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve the bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the considerations set forth in his bid, if his bid is accepted.

ARTICLE 5: CONDITIONS OF WORK

Insofar as possible, the CONTRACTOR, in carrying out his Work, must employ such methods or means as will not cause any interruption of or interference with traffic, with the use of existing facilities and utilities, with the use of municipally or State or privately owned lands, or with the Work being performed by others. The CONTRACTOR must satisfy himself by his own investigation and research as to the nature and location of the Work, the general and local conditions, including, but not restricted to, those bearing upon the transportation, disposal, handling and storage of materials, water, electric power, roads, means of access, the construction and making of connections of the Work to existing facilities and utilities, or other similar conditions at the site, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, requirements of owners and controlling authorities having jurisdiction over the various lands, existing structures, facilities and utilities, and all other conditions affecting the Work to be done and labor and materials needed.

ARTICLE 6: INFORMATION SUPPLIED TO BIDDERS

The OWNER shall provide to bidders prior to bidding all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from any officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the Contract.

ARTICLE 7: METHOD OF AWARD

See Document 00 20 00 - Instructions to Bidders.

ARTICLE 8: EXECUTION OF THE AGREEMENT

A Contract in the form set forth hereinafter will be required to be executed by the successful bidder and the OWNER. The attention of all bidders, therefore, is called to the form of the Agreement and the provisions thereof.

Should the OWNER not execute the Agreement within ninety (90) days of receipt, the bidder may, by written notice, withdraw his signed Agreement. Such notice by withdrawal shall be effective upon receipt of the notice by the OWNER.

ARTICLE 9: NOTICE TO PROCEED

The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

ARTICLE 10: TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor must be prepared to complete the work in thirty (30) calendar days of issuance of PO. The bidder must agree also to pay as liquidated damages, the sum to be identified in the scope for each consecutive calendar day thereafter as hereinafter provided in the Contract and General Conditions.

ARTICLE 11: POWER OF ATTORNEY

This section is not applicable.

ARTICLE 12: ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Drawings, Specifications, or other prebid documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to:

Lisa M. Fontes
Community College of Rhode Island
Purchasing Office
400 East Avenue
Warwick, Rhode Island 02886
T: 401-825-2196

In order to be given consideration, such request must be made at least five (5) days prior to the date fixed for the opening of bids. Any and all interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications, which, if issued, will be mailed, or faxed, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such Addenda or interpretations shall not relieve the bidder from any obligation under his bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

ARTICLE 13: UNCERTAINTY OF QUANTITIES

Under the Contract, the OWNER reserves the right to increase or decrease the approximate quantities for, or to omit entirely, any of the items as listed in the bid.

Only such quantities of the respective items of Work actually performed and accepted will be paid for. An increase or decrease in the quantity for any item shall not be regarded as grounds for an increase or decrease in the bid prices.

ARTICLE 14: ITEMS NOT LISTED IN THE BID

Appurtenant items of Work shown on the Drawings or specified or required to complete the Work, but not listed separately under the list of items in the bid, shall be included in the cost of payment. It shall be the responsibility of the CONTRACTOR to verify any missing or incomplete items.

ARTICLE 15: BALANCED BIDDING

This section is not applicable.

ARTICLE 16: PRICES

Bidders shall state the proposed price for the Work by which the bids will be compared. This price is to cover all expenses incidental to the completion of the Work in full conformity with the Contract, the Specifications, and the Drawings. The price or prices proposed shall be stated both in words and in figures, and any bid not so stated may be rejected.

In the event that there is a discrepancy between the unit prices written in words and the unit prices written in figures, the unit prices written in words shall govern. No bid will be accepted which does not contain a unit or lump sum price for every item contained in the bid form.

ARTICLE 17: NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the Contract Documents and Specifications which deal with the following:

- a. inspection and testing of materials,
- b. insurance requirements,

- c. wage rates.
- d. interpretation of Drawings and Specifications.
- e. special requirements for Work within the limits of Privately owned property and State Highways, and
- f. the use of explosives and protection.

ARTICLE 18: LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and rules, and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract the same as though herein written in full. Specifically included are the requirements necessary to comply with the Americans with Disabilities Act.

ARTICLE 19: MANUFACTURER'S EXPERIENCE

Wherever it may be written that an equipment manufacturer must have a specified period of experience with his product, equipment which does not meet the specified experience period may, at the option of the OWNER, be considered if the equipment supplier or manufacturer is willing to provide a bond or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

ARTICLE 20: ACCESS TO SITE

Representatives of the "OWNER" and of the State shall have access to the Work wherever it is in preparation or progress, and the CONTRACTOR shall provide proper facilities for such access and inspection.

ARTICLE 21: RHODE ISLAND SALES AND USE TAX

Materials and equipment purchased for installation under this Contract are exempt from the Rhode Island Sales Tax. The exemption from the Sales Tax shall be taken into account by the CONTRACTOR during bidding.

ARTICLE 22: JOB CONDITIONS

- a. The bidder is advised that free vehicular and pedestrian access must be maintained to the major streets. The method of construction must be therefore compatible with this requirement of free access.
- b. The CONTRACTOR'S work is confined to the area delineated on the plans (Limit of Disturbance). He/she will not be permitted to deviate from that area.

ARTICLE 23: PRE-CONSTRUCTION CONFERENCE

The CONTRACTOR shall be prepared to attend a pre-construction conference scheduled by the OWNER after award of the Contract, but prior to the actual commencement of Work at the site. The main item of discussion will be the CONTRACTOR'S construction schedule, proposed Superintendent, Professional Engineer or Land Surveyor, record drawings, etc.

ARTICLE 24: OWNER'S RIGHT TO DELETE PORTION OF CONTRACT

The OWNER reserves the right to delete a portion of this Contract after review of submitted bids, and prior to or after Bid award. The CONTRACTOR shall have no claim for anticipated profits or for loss of profits or for increase in prices should the OWNER exercise this right.

ARTICLE 25: SITE LAYOUT

Construction layout (line and grade) of the all site elements on the project shall be the responsibility of the CONTRACTOR.

ARTICLE 26: NOTICE OF PREVAILING WAGES

- A. Work under this contract will be subject to "prevailing wage rates" current as of the "Bid Issuance" date for the project, as prepared by the Department of Labor, Wage Rights for the State of Rhode Island, Building and Construction Projects.
- B. R.I. Gen. Laws 28-14-2.1 "Statement of Earnings" as amended by Ch. 93-376 "Payment of Wages Act" requires a contractor to provide on each and every regular pay day to its employees: (1) a record of the employee's regular rate of pay, and (2) a record of all deductions made from that employee's gross earnings during such pay period together with an explanation of the basis or reason for such deductions.

ARTICLE 27: NOTICE OF BUILDING PERMIT

- A. The Rhode Island State Building Code Commission will require a building permit and all other applicable permits to be issued to the CONTRACTOR for this project. All related fees shall be the sole responsibility of the CONTRACTOR.

ARTICLE 28: NOTICE OF STATE BOARD OF ELECTIONS AFFIDAVIT

- A. The Owner required compliance with Title 27, Chapter 17 of the Rhode Island General Laws. This law required any state vendor which enters into a contract to provide services, in the amount of \$5,000 or more, to a State agency to file an affidavit with the State Board of Elections concerning reportable political contributions. The affidavit must state whether the state vendor (and any related parties as defined in the law) has, within the 24 months preceding the date of the contract or subsequent to October 1, 1993, whichever is later, contributed an aggregate amount in excess of \$250,000 within a calendar year to any general officer, any candidate for a general office, or any political party. If such contributes have been made or after October 1, 1993 the affidavit must list the name of the recipient of the contribution, the amount and date of each such contribution and the total gross amount, in dollars, of contracts entered into between the state vendor and all state agencies during said period. If the affidavit contains reportable contributions, then copy of the contract must be filed with the affidavit.

ARTICLE 29: NOTICE OF DEFINITION OF OWNER

- A. The "OWNER" as referred to in these specifications is the State of Rhode Island/Community College of Rhode Island.

ARTICLE 30: 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 if the handicapped, age discrimination, and provide a certificate of non-segregated facilities in accordance with Rhode Island State Law.
- B. This CONTRACTOR shall comply with the applicable requirements of R.I. Gen. Law Section 37-14.1-1 to 37-14.1-8 relating to Minority Business Enterprise and all rules and regulations promulgated thereunder.

END OF DOCUMENT

SECTION 004000 - PROCUREMENT FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.1 Contractor is responsible for obtaining a valid license to use all copyrighted documents specified but not included in the Project Manual.

1.2 FORMS

A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the procurement requirements.

B. Instructions to Bidders: AIA A701.

C. Bid Form: Section 00 41 00.

D. Procurement Form Supplements:

1. Bid Security Form: AIA 310.

E. Representations and Certifications:

1. Bidder's Qualifications: AIA A305.

2. Non-Collusion Affidavit.

1.3 REFERENCE STANDARDS

A. AIA A305 - Contractor's Qualification Statement; 1986.

B. AIA A310 - Bid Bond; 1970.

C. AIA A701 - Instructions to Bidders; 1997.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

BID FORM

DATE: August 26, 2013

BID TO: COMMUNITY COLLEGE OF RHODE ISLAND
PURCHASING OFFICE
400 EAST AVENUE
WARWICK, RHODE ISLAND 02886
401-825-1153

PROJECT: COMMUNITY COLLEGE OF RHODE ISLAND
FLANAGAN CAMPUS
1762 LOUISQUISSET PIKE
LINCOLN, RHODE ISLAND 02865
FOOD SERVICE EQUIPMENT

SUBMITTED BY:

Firm Name

Street Address

Mailing Address (if different from above)

City/State/Zip

TELEPHONE: ()

FAX: ()

CONTACT:

Name/Title

FEDERAL TAX
I.D. NUMBER

LICENSE NO.

(If Applicable)

CONTRACTOR'S PROPOSAL The undersigned Bidder agrees that he will contract with the Community College of Rhode Island to provide all necessary labor, supervision, tools, equipment and other means to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take in full payment the amount set forth hereon.

Bid for Food Service Equipment, (Flanagan Campus), in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this proposal:

- a. Invitation for Bids
- b. Instructions to Bidder
- c. Special Instructions to Bidder
- d. Bid Form
- e. Bidders Qualifications AIA A305-1986
- f. Accord Certificate of Insurance Form AIA G715

Bidder acknowledges receipt (if applicable) of Addenda Number(s) _____, _____, and _____.

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown herein. The Community College of Rhode Island reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

Please check your calculations before submitting your Bid; the Community College of Rhode Island will not be responsible for Bidder's miscalculations.

All items shall be completely filled out in writing

UNIT PRICES: NONE

ALTERNATE PRICE:

1. Submit an alternate price to furnish and install metallic, color core and raised textured veneer plastic laminates in lieu of manufacturer's standard colors where indicated in the scope.

ADD: _____

QUANTITY BREAKDOWN:

1 SERVING COUNTER, HOT FOOD, ELECTRIC

Item 0001: 1 Each

Unit price in figure: _____ Total price in figure: _____

Unit price in writing: _____

Total price in writing: _____

2 ELITE SNEEZE GUARD

Item 0001A: 1 Each

Unit price in figure: _____ Total price in figure: _____

Unit price in writing: _____

Total price in writing: _____

3 SERVING COUNTER, SKELETON UNIT

Item 0002: 1 Each

Unit price in figure: _____ Total price in figure: _____

Unit price in writing: _____

Total price in writing: _____

4 THERMADUKE REFRIF BASE UNIT

Item 0003: 1 Each

Unit price in figure: _____ Total price in figure: _____

Unit price in writing: _____

Total price in writing: _____

5

ELITE SNEEZE GUARD

Item 0003A: 1 Each

Unit price in figure: _____ Total price in figure: _____

Unit price in writing: _____

Total price in writing: _____

6

SERVING COUNTER, UTILITY

Item 0004: 1 Each

Unit price in figure: _____ Total price in figure: _____

Unit price in writing: _____

Total price in writing: _____

7

SERVING COUNTER, COLD PAN

Item 0005: 2 Each

Unit price in figure: _____ Total price in figure: _____

Unit price in writing: _____

Total price in writing: _____

8

ELITE SNEEZE GUARD

Item 0005A: 2 Each

Unit price in figure: _____ Total price in figure: _____

Unit price in writing: _____

Total price in writing: _____

9

SERVING COUNTER, UTILITY

Item 0006: 1 Each

Unit price in figure: _____ Total price in figure: _____

Unit price in writing: _____

Total price in writing: _____

10

SERVING COUNTER, UTILITY

Item 0007: 1 Each

Unit price in figure: _____ Total price in figure: _____

Unit price in writing: _____

Total price in writing: _____

11

SERVING COUNTER, UTILITY

Item 0008: 1 Each

Unit price in figure: _____ Total price in figure: _____

Unit price in writing: _____

Total price in writing: _____

12

SERVING COUNTER, COLD PAN

Item 0009: 1 Each

Unit price in figure: _____ Total price in figure: _____

Unit price in writing: _____

Total price in writing: _____

13

SERVING COUNTER, UTILITY

Item 0010: 1 Each

Unit price in figure: _____ Total price in figure: _____

Unit price in writing: _____

Total price in writing: _____

14 TRAY SLIDE COVERS/ LAMINATE PANELS

Item 0011: 1 Each

Unit price in figure: _____ Total price in figure: _____

Unit price in writing: _____

Total price in writing: _____

15 SNEEZE GUARD, STATIONARY

Item 0012: 2 Each

Unit price in figure: _____ Total price in figure: _____

Unit price in writing: _____

Total price in writing: _____

16 SNEEZE GUARD, STATIONARY

Item 0013: 1 Each

Unit price in figure: _____ Total price in figure: _____

Unit price in writing: _____

Total price in writing: _____

17

BEVERAGE COUNTER

Item 0014: 2 Each

Unit price in figure: _____ Total price in figure: _____

Unit price in writing: _____

Total price in writing: _____

18

CONDIMENT COUNTER

Item 0015: 1 Each

Unit price in figure: _____ Total price in figure: _____

Unit price in writing: _____

Total price in writing: _____

Project Total Cost in figure: _____

Project Total Cost in writing: _____

Company Name of Bidder

Mailing Address (PO Box or street) Town, State, and Zip Code

Name of Authorized Representative

Signature

Title

Type of Business (Corp, Partnership, Sole Proprietorship)

Telephone Number

Facsimile

DATES:

Anticipated Award	October 24, 2013
Submit one complete (all inclusive) submittal package	within 10 days of issuance of CCRI PO
Mobilize on site	December 21, 2013
Substantial Completion	January 14, 2014
Final Completion	January 20, 2014

SCOPE OF WORK:

1. Vendor to supply all labor, materials and equipment needed to furnish and install Food Service Equipment at the Flanagan Campus in accordance with attached Specification Sheets dated 8/26/13 and Drawings dated 10/19/2012 (3 Pages).
2. The basis of design for the Food Service Equipment is based on Duke Manufacturing products and Custom Metals of Massachusetts. Substitutions of equal or greater quality are to be submitted 7 days prior to the Bid due date. The specified length of the equipment cannot be changed.
3. All Food service equipment is to come with a minimum 10 year warrantee.
4. Vendor is to remove and dispose of existing food service equipment being replaced.
5. Vendors are responsible for reviewing existing electrical outlet locations and furnishing and installing any additional electrical outlets/wiring as required for their equipment. This would include but not limited to demolition and patching of existing walls, floors, etc. Advise CCRI of additional electrical needs during the submittal process for review and approval.
6. Vendor is responsible for replacing the plastic laminate on the bodies of the existing to remain food service equipment to match the replacements.
7. Submit one complete submittal package, including standard color charts for veneer plastic laminate within 2 weeks of CCRI PO.

8. All Plumbing, Electrical, Carpentry and HVAC trades work as it relates to this scope of work are to be furnished and installed by this Vendor.
9. The Project will be completed during Winter Break. Normal working hours are Monday thru Friday 7:00AM to 3:30PM. The CCRI Flanagan Campus has access 24/7. Work can be done off hours 3:30PM to 7AM Monday through Sunday. This off hour work must be scheduled in advance with the Physical Plant. At no time can CCRI business operations including classes be interrupted. Any installation process that is deemed as disruptive including but not limited to drilling, blocking egress to and from a room, coring, hammering of any kind must be done off hours.
10. Vendor is responsible for obtaining and paying for any required Local and State licenses and Permits.
11. Vendor is responsible for setting equipment in place, connecting to existing services and starting up equipment.
12. At all times and at the completion of the Project, construction areas are to be kept in a clean, safe and acceptable condition.
13. Vendor is responsible for removing all project debris off site daily including all costs associated with waste containers and proper disposal of waste.
14. All completed work must be inspected and approved by the College.
15. Vendor is to include all costs for the Health Department to inspect and approve equipment prior to use. This inspection is to be coordinated with the College.
16. Submit product data and Material Safety Data Sheets (MSDS) for all products used.
17. Furnish Manufacturer Warrantees against defects in materials with a start date from date of acceptance from the College.
18. Any lift and or staging locations are to be approved by the College and comply with OSHA requirements.

19. Protect all existing finishes, including but not limited to landscaping, paving, sidewalks, aluminum frames, glass, hardware, etc. Any repairs will be at the expense of this vendor.
20. Vendor is responsible for ensuring that all employees and subs sign-in every day that they report to the Flanagan Campus and that they are displaying a vendor supplied ID card at all times while working on the Flanagan Campus.
21. Vendor is to have all equipment necessary to perform the installation and service including, tools, staging, lift truck, etc. No CCRI equipment or tools will be available.
22. A 10% retainage will be held for this work until completion of this scope is accepted by the College.
23. Contractor to include all Bond costs in their Bid.
24. Before starting work, all Contractor workers and Subs are required to obtain and submit a current BCI and State approved picture ID. CCRI reserves the right to deny Campus access to any worker based on information provided on the submitted BCI.
25. All onsite workers are required to be OSHA 10 certified. Copies of this certification along with driver licenses are required on the first day of work.
26. The Contractor is responsible for providing their workers with all personal protection equipment. At minimum hard hats, reflective vests, eye protection, harnesses and ear protection.

SECTION 005000 - CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.1 Contractor is responsible for obtaining a valid license to use all copyrighted documents specified but not included in the Project Manual.

1.2 AGREEMENT AND CONDITIONS OF THE CONTRACT

- A. See Section 00 52 00 for the Agreement form to be executed.
- B. See Section 00 70 00 for the General Conditions.
- C. The Agreement is based on AIA A101.
- D. The General Conditions are based on AIA A201.

1.3 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the Contract Documents.
- B. Bond Forms:
 - 1. Performance and Payment Bond Form: AIA A312.

1.4 REFERENCE STANDARDS

- A. AIA A101 - Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum; 2007.
- B. AIA A201 - General Conditions of the Contract for Construction; 2007.
- C. AIA A312 - Performance Bond and Payment Bond; 1984.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 00 52 00

CONTRACT AGREEMENT

THIS AGREEMENT, made and executed this ____ day of _____, in the year Two Thousand _____, by and between the Community College of Rhode Island, duly constituted, and without personal liability for the individuals signatory hereto, herein termed the OWNER, party of the first part, and _____ of _____ doing business as a corporation.

Hereinafter termed the CONTRACTOR, party of the second part:

WITNESSETH: That the parties to this Agreement each in consideration of the Agreements on the part of the other herein contained have agreed, and by these presents do hereby agree, the OWNER for itself, and the CONTRACTOR for himself and his heirs, executors, administrators, successors, and assigns, as follows:

That the Contract Documents consisting of this Agreement, together with the Legal and Procedural Documents, General and Supplemental Conditions, Detailed Specification Requirements, Contract Drawings, and any Addenda issued before execution of the Agreement, for the Contract:

That the CONTRACTOR has informed himself fully in regard to all conditions pertaining to the place where the Work is to be done and other circumstances affecting the Work:

That the CONTRACTOR has obtained all the information he needs to enable him to estimate fully and fairly the costs of the Work herein contemplated:

That the CONTRACTOR shall furnish all plant, labor, materials, suppliers, tools, equipment, and other facilities and things necessary or proper for or incidental to, the party of the first part in accordance with this Contract, commencing Work within the time interval stated in the Bid Proposal, provided he shall have been notified by the OWNER so to do, and completing everything required of him under this Contract not later than the time stated in the Bid Proposal.

That the OWNER shall pay and the CONTRACTOR shall receive, as full compensation for fulfilling everything required of the CONTRACTOR under this Contract, the unit prices and lump sums recorded in the Bid Form of the Proposal.

That the CONTRACTOR shall give to the OWNER, as liquidated damages, for each day lost by the CONTRACTOR in the completion of the Work of the Contract after the time herein stipulated, the sum of Five Hundred (\$500.00) per day;

That the Contract Drawings are prints as listed in the Specifications, and that an official set, in which each print is marked,

_____ has been received by each of the parties hereto.

Signed, sealed and delivered in quadruplicate the day and year first above written.

OWNER:
Community College of Rhode Island (Owner)

By: _____

Title: _____

CONTRACTOR:

Address: _____

By: _____

Title: _____

This Contract and the following Bonds are satisfactory to the Community College of Rhode Island.

By: _____

Counsel

SECTION 006000 - PERFORMANCE AND PAYMENT BOND

SEE AIA DOCUMENT A312-2010 IS ATTACHED FOLLOWING THIS PAGE.

END OF BONDS AND CERTIFICATES

DOCUMENT 00 61 40 – Contractor’s Affidavit of Release of Liens

AIA Document G706A, Contractor’s Affidavit of Release of Liens – 1994 Edition, is included, following this page, as an integral part of the Bidding and Contract Documents. Provisions not amended or supplemental remain in full force and effect.

END OF DOCUMENT

DOCUMENT 00 61 50 – ACORD Certificate of Insurance Form

AIA Document G715, ACORD Certificate of Insurance Form – 1991 Edition, is included, following this page, as an integral part of the Bidding and Contract Documents. Provisions not amended or supplemental remain in full force and effect.

END OF DOCUMENT

DOCUMENT 00 70 00 – GENERAL CONDITIONS

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GENERAL CONDITIONS**PART I****ARTICLE 1: CONTRACT AND CONTRACT DOCUMENTS**

The Drawings, Sketches, Specifications, and addenda enumerated in Article I of the Special Conditions, the Invitation To Bid, the Standard Instructions To Bidders, the Special Instructions To Bidders, and the Bid Proposal as accepted by the OWNER, shall be binding upon the parties to this Agreement as if fully set forth therein. Whenever the terms "Contract Documents" are used, it shall mean and include this Contract, Special Conditions, General Conditions, the Standard Instructions to Bidders, the Special Instructions to Bidders, the Bid Proposal, Addenda, the Technical Specifications, Drawings and the sketches. The OWNER shall interpret his own requirements. In case of conflict or inconsistency between the provisions of the signed portions of the Contract Documents and those of the Specifications, the provision of the signed portions shall govern.

ARTICLE 2: DEFINITIONS

The following terms as used in this Contract are defined as follows:

- a. CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- b. CONTRACT DOCUMENTS - The Contract, including Advertisement for Bids, Information for Bidders, Bid, Agreement, General Conditions, Special Conditions, Technical Specifications, Notice Of Award, Notice To Proceed, Change Order, Sketches, and Addenda.
- c. CONTRACTOR - A person, firm, or corporation with whom the Contract is made by the OWNER.
- d. SKETCHES AND DRAWINGS - The part of the Contract Documents which show the characteristics and scope of the Work to be performed, and which have been prepared by the Engineer.
- e. FIELD ORDER - A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Owner to the CONTRACTOR during construction.
- f. NOTICE OF AWARD - The written notice of the acceptance of the Bid from the OWNER to the successful Bidder.
- g. NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the Work and establishing the date of commencement of the Work.
- h. OWNER - Shall mean, for the purpose of this Contract, the party defined in the Agreement section of the Contract Documents which is the Community College of Rhode Island.
- i. RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the Project Site or any part thereof.
- j. SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the CONTRACTOR, a Subcontractor, Manufacturer, Supplier or Distributor, which illustrates how specific portions of the Work shall be fabricated or installed.
- k. SPECIFICATIONS (TECHNICAL SPECIFICATIONS) - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- l. SUBCONTRACTOR - A person, firm, or corporation supplying labor and materials, or only labor, for Work at the site of the Project for and under a separate Contract or Agreement with the CONTRACTOR.
- m. SUBSTANTIAL COMPLETION - That date as certified by the Owner when the construction of the Project is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purpose for which it is intended.
- n. WORK ON THE PROJECT - Work to be performed at the location of the Project, including the transportation of materials and supplies to or from the site by employees of the CONTRACTOR or any Subcontractor.

ARTICLE 3: QUANTITIES OF ESTIMATE

Whenever the estimated quantities of Work to be done and materials to be furnished under this Contract are shown in any of the documents including the Bid Proposal, they are given for use in comparing bids and the right is especially reserved by the OWNER to increase or diminish them as may be deemed necessary or desirable by the OWNER. Such increases or decreases shall in no way affect this Contract, nor shall any such increases or decreases give cause for claims or liabilities for damages.

ARTICLE 4: CONFLICTING CONDITIONS

Any provisions of these General Conditions which may be in conflict or inconsistent with any of the articles in the Special Conditions shall be void to the extent of such conflict or inconsistency.

ARTICLE 5: PROVISION OF 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, the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 6: NOTICE AND SERVICE THEREOF

The service of any notice, letter, or other communication shall be deemed to have been made by one of the contracting parties on the other party to the Contract when such letter, notice, or other communication has been delivered to the legal office address of the addressee, by a duly authorized representative of the addresser in person, or when such letter, notice, or other communication has been deposited in any regularly maintained mailbox of the United States Post Office, in a properly addressed, postpaid wrapper. The date of such service shall be considered to be the date of such personal delivery or mailing.

The address of the CONTRACTOR noted in his bid and/or the address of his field office on or near the site of Work shall be considered his legal address for the purposes as set forth above.

ARTICLE 7: GRATUITIES

If it is found, after notice and hearing, by the OWNER that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the CONTRACTOR, or any agent or representative of the CONTRACTOR, to any official, employee, or agent of the OWNER, or of the State, with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of this Contract, the OWNER, may by written notice to the CONTRACTOR, terminate the right of the CONTRACTOR to proceed under this Contract or may pursue each other's rights and remedies provided by law or under this Contract; provided, that the existence of the facts upon which the OWNER makes such findings shall be in issue and may be reviewed in proceedings pursuant to the "Remedies" Clause of this Contract.

In the event this Contract is terminated as provided in Paragraph (a) hereof, the OWNER shall be entitled (1) to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the Contract by the CONTRACTOR, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the OWNER) which shall be not less than three (3) nor more than ten (10) times the cost incurred by the CONTRACTOR in providing any such gratuities to any such officer or employee.

ARTICLE 8: COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the OWNER shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract Price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 9: REMEDIES

Except as may be otherwise provided in this Contract, all claims, counterclaims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided in a court of competent jurisdiction within the State in which the OWNER is located.

PART II

The rights and obligations of the CONTRACTOR under this Contract shall include, but not be limited to the following:

ARTICLE 10: REPRESENTATIONS OF THE CONTRACTOR

The CONTRACTOR represents and warrants:

- a. That he is financially solvent and that he is experienced and competent to perform the type of Work required under this Contract and that he is able to furnish the plant materials, supplies, or equipment that may be necessary to perform the Work as specified.
- b. That he is familiar with all Federal, State and municipal laws, ordinances, orders, and regulations which may in any way affect the Project Work, or the employment of persons thereon, including but not limited to any special acts relating to the Work or to the Project of which he is a part.
- c. That such temporary and permanent Work required by the Contract Documents to be done by him will be satisfactorily constructed and can be used for the purpose for which it was intended and that such construction will not injure any person or damage property.
- d. That he has carefully examined the Drawings, Sketches, Specifications, and Addenda, if any, and the site of the Work and that from his own investigations, he has satisfied himself as to the nature and location of the Work, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions, and all other items that may affect the Work. That he is aware of the hazards involved in the Work and the danger to life and property both evident and inherent and that he will conduct the Work in a careful and safe manner without injury to persons or property.

ARTICLE 11: CONTRACTOR'S OBLIGATIONS

The CONTRACTOR shall perform all Work in a good workmanlike manner, and in accordance with the plans and Specifications and any supplements thereto, and according to any directions or orders given by the OWNER. He shall furnish all supplies, materials, facilities, equipment, and means necessary or proper to perform and complete the Work required by this Contract. He shall furnish, erect, maintain, and remove any construction plant or temporary Work as may be required. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation. The CONTRACTOR shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications and shall do, carry on, and complete the entire Work to the satisfaction of the OWNER.

The CONTRACTOR shall be solely responsible for all the Work and shall provide all precautionary measures necessary for preventing injury to persons or damage to property. All injury or damage of whatever nature resulting from the Work or resulting to persons, property, or the Work during its progress, from whatever cause, shall be the responsibility of the CONTRACTOR.

The CONTRACTOR shall hold the OWNER, or their duly authorized agents, harmless and defend and indemnify them against damages or claims for damages due to injuries to persons or property arising out of the execution of the Project Work, and for damages to materials furnished for the Work, for infringement of inventions, patents, and patent rights used in doing the Work, and for any act, omission, or instance of neglect by the CONTRACTOR, his agents, employees, or subcontractors.

The CONTRACTOR shall bear all losses resulting to him, including but not limited to losses sustained on account of the character, quality, or quantity of any part of the Work, or all parts of the Work, or because the nature of the conditions in or on the Project site are different from what was estimated or indicated, or on account of the weather, elements, or other causes.

ARTICLE 12: TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- a. It is hereby understood and mutually agreed by and between the CONTRACTOR and the OWNER that the date of beginning and the time of completion of the Work as specified in this Contract are ESSENTIAL CONDITIONS of this Contract, and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Notice To Proceed.
- b. The CONTRACTOR agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified, and further, that time of completion as agreed upon is reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- c. If the said CONTRACTOR shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the OWNER, then the CONTRACTOR does hereby agree, as a partial consideration for the awarding of this Contract, to pay to the OWNER the amount specified in the Contract, not as a penalty, but as liquidated damages for such Breach of Contract as hereinafter set forth for each and every calendar day that the CONTRACTOR shall be in default, after the time stipulated in the Contract for completing the Work.
- d. The said amount is fixed and agreed upon by and between the OWNER and the CONTRACTOR, and said amount is agreed to be the amount of damages the OWNER would sustain in such an event as the above-mentioned, and said amount shall be retained from time to time by the OWNER for current periodical payments.
- e. It is further agreed that time is of the essence in each and every portion of the Contract and Specifications; where in a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall be by the CONTRACTOR and shall not be charged when the delay in completion of the Work is due to:
 1. Any preference, priority, or allocation order duly issued by the government, subsequent to the date of the Contract.

2. Unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to acts of God, or of the public enemy, acts of the OWNER, acts of another contractor, fires, floods, epidemics, strikes, and unusually severe weather.
3. Any delays of subcontractors or suppliers approved by the OWNER.

Provided further that the CONTRACTOR shall within ten (10) days from the beginning of the delay, unless the OWNER shall grant a further period of time prior to the date of final settlement of the Contract, notify the OWNER in writing of the causes of the delay. The OWNER shall ascertain the facts and extent of the delay, and notify the CONTRACTOR within a reasonable time of its decision in the matter.

ARTICLE 13: TERMINATION FOR DEFAULT DAMAGES FOR DELAY; TIME EXTENSIONS

- a. If the CONTRACTOR refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said Work within such time, the OWNER may, by written notice to the CONTRACTOR, terminate his right to proceed with the Work or such part of the Work as to which there has been a delay. In such event, the OWNER may take over the Work and prosecute the same to completion, by Contract otherwise, and may take possession of and utilize in completing the Work such materials, appliances, and plant as may be on the site of the Work and necessary therefore. Whether or not the CONTRACTOR'S right to proceed with the Work is terminated, he and his sureties shall be liable for any damage to the OWNER resulting from his refusal or failure to complete the Work within the specified time.
- b. If fixed and agreed liquidated damages are provided in the Contract and if the OWNER so terminates the CONTRACTOR'S right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the Work together with any increased costs occasioned the OWNER in completing the Work.
- c. If fixed and agreed liquidated damages are provided in the Contract and if the OWNER does not so terminate the CONTRACTOR'S right to proceed, the resulting damage will consist of such liquidated damages until the Work is completed or accepted.
- d. The CONTRACTOR'S right to proceed shall not be so terminated nor the CONTRACTOR charged with resulting damage if:
 1. The delay in the completion of the Work arises from causes other than normal weather beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, acts of the public enemy, acts of the OWNER in either its sovereign or contractual capacity, acts of another contractor in the performance of a Contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from causes other than normal weather beyond the control and without the fault of negligence of both the CONTRACTOR and such subcontractors or suppliers; and
 2. The CONTRACTOR, within ten (10) days from the beginning of any such delay (unless the OWNER grants a further period of time before the date of final payment under the Contract), notifies the OWNER in writing of the causes of delay. The OWNER shall ascertain the facts and the extent of the delay and extend the time for completing the Work when, in his judgment, the findings of fact justify such an extension and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the "Remedies clause of this Contract.
 3. If, after notice of termination of the CONTRACTOR'S right to proceed under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the Contract contains a clause providing for termination for convenience of the OWNER, be the same as if the notice of termination has been issued pursuant to such clause. If, in the foregoing circumstances, this Contract does not contain a clause providing for termination for convenience of the OWNER, the Contract shall be equitably adjusted accordingly; failure to agree to any such adjustment shall be subject to the "Remedies" clause of this Contract.
- e. The rights and remedies of the OWNER provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

As used in paragraph (d) (1) of this clause, the term "Subcontractors or suppliers", means subcontractors or suppliers at any tier.

ARTICLE 14: INDEMNITY

The CONTRACTOR shall at all times indemnify and save harmless the OWNER, their servants and agents, from any and all claims and from any suits, litigations, damages, losses or the like arising out of injuries sustained or alleged to have been sustained by any persons or property in connection with the Contract Work, caused in whole or in part by acts or omissions of the CONTRACTOR, his subcontractors, material men, or anyone directly or indirectly connected with the Contract Work.

ARTICLE 15: SUPERINTENDENTS BY THE CONTRACTOR

The CONTRACTOR shall give the Work the constant attention necessary to facilitate the progress thereof and shall cooperate with the OWNER in every possible way.

At the site of the Work, the CONTRACTOR shall, at all times, employ a Construction Superintendent who shall have full authority to act for the CONTRACTOR. It is understood that the employment of such representative shall be acceptable to the OWNER and shall be such a person as can be continued in the capacity for the duration of the Contract, unless he ceases to be on the CONTRACTOR'S payroll.

ARTICLE 16: CONTRACTOR TO LAY OUT HIS OWN WORK

The OWNER will establish such general reference points as in his judgment will enable the CONTRACTOR to proceed with the Work. The CONTRACTOR, at his own expense, shall provide all materials and equipment and such qualified helpers as the OWNER may require for setting the general reference points and shall protect and preserve all stakes, benches, and other markers used to identify the reference points. The CONTRACTOR shall lay out all the Contract Work from the above and shall be responsible for the accuracy of all lines, grades and measurements.

ARTICLE 17: COMPETENT HELP TO BE EMPLOYED

The CONTRACTOR shall employ experienced foremen, craftsmen, and other workmen competent in the Work in which they are to be engaged.

ARTICLE 18: PERMITS AND REGULATIONS

The CONTRACTOR shall comply with all laws, regulations, ordinances, orders and rules relating to the performance of the Work, the protection of the adjacent property, and the maintenance of passageways, guard fences, and other protective facilities. The CONTRACTOR shall obtain all necessary Permits for this Project.

ARTICLE 19: CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Within five (5) days after the date of "Notice To Proceed", the CONTRACTOR shall deliver to the OWNER an estimated construction phased progress schedule in a form satisfactory to the OWNER, showing the proposed dates of commencement and completion of each of the various subdivisions of Work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the CONTRACTOR in accordance with the progress schedule. The CONTRACTOR shall also furnish on forms to be supplied by the OWNER: 1) a detailed estimate, giving a complete breakdown of the Contract price; and 2) periodic itemized estimates of the Work done for the purpose of making partial payments thereon.

The CONTRACTOR shall perform the Work of this Contract to conform to a phased schedule as approved by the OWNER, except that the OWNER reserves the right to amend and alter the construction schedule at any time, if in a manner which is deemed to be in the best interest of the OWNER to do so. The CONTRACTOR shall arrange his Work to conform with this schedule as it may be revised from time to time by the OWNER, at no additional expense to the OWNER. The CONTRACTOR shall notify the OWNER immediately of any circumstances which may affect the performance of the Work in accordance with the current construction schedule.

ARTICLE 20: SEQUENCE OF THE WORK

The CONTRACTOR shall be required to prosecute his Work in accordance with a phased schedule prepared by him in advance in accordance with additional requirements specified herein and approved by the OWNER. This scheduling shall state the methods and shall forecast the times of doing each portion of the Work. Before beginning any portion of the Work, the CONTRACTOR shall give the OWNER advance notice and ample time for making necessary preparations.

ARTICLE 21: AUDIT ACCESS TO RECORDS

The CONTRACTOR shall maintain books, records, documents and other evidence directly pertinent to performance of Work under this Contract in accordance with generally accepted accounting principles and practices. The CONTRACTOR shall also maintain the financial information and data used by the CONTRACTOR in the preparation or support of the cost submission or for any negotiated Contract or Change Order and a copy of the cost summary submitted to the OWNER. The CONTRACTOR will provide proper facilities for such access and inspection. Audits conducted pursuant to this Provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

The CONTRACTOR agrees to the disclosure of all information and reports resulting from the access to records pursuant to paragraphs above, to any of the agencies referred to above, provided that the CONTRACTOR is afforded the opportunity for an audit conference, and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments of reasonable length, if any, of the CONTRACTOR.

Records under paragraphs above shall be maintained and made available during performance on Work under this Contract and until three (3) years from the date of final payment for the Project. In addition, those records which related to any "Dispute", appeal agreement, or litigation, or the settlement of claims arising out of such performance, or costs of items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

ARTICLE 22: REPORTS, RECORDS, AND DATA

The CONTRACTOR and each of his subcontractors shall submit to the OWNER such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the OWNER may request concerning the Work performed or to be performed under this Contract.

ARTICLE 23: DIFFERING SITE CONDITIONS

- a. The CONTRACTOR shall promptly and before such conditions are disturbed, notify the OWNER in writing of: (1) unknown physical conditions at the site, of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in Work of the character provided for in this Contract. The OWNER shall promptly investigate the conditions and if he finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.
- b. No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above; provided, however, the time prescribed therefore may be extended by the OWNER.

No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

ARTICLE 24: PAYMENTS OF LABOR AND PAYMENT OF DEBTS BY THE CONTRACTOR

The CONTRACTOR shall pay:

- a. For all transportation and utility services not later than the 20th day of each calendar month following that in which services were rendered.
- b. For all materials, tools, and other expendable equipment to the extent of 90 percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such items were delivered to the site of Work, and the balance of the cost thereof not later than the 30th day following the completion of that part of the Work in or on which such materials, tools, or equipment are incorporated or used.
- c. To each of his subcontractors, not later than the 5th day following each payment to the CONTRACTOR, the respective amounts allowed the CONTRACTOR on account of the Work performed by his subcontractors to the extent of such subcontractor's interest therein.
- d. 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 materials which have been furnished for the use of such CONTRACTOR or subcontractor, in connection with the public works being performed by him, within ninety (90) days after such 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 such Contract, that such 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 material man creditor as due him, as provided in this section, and which the proper authority determines is reasonable for trucking performed or, materials furnished for such public works.
- e. Ascertainment of prevailing rate of wages and other payments - specification of rate in call for bids and in the Contract. Before awarding any Contract for public works to be done, the proper authority shall ascertain from the director of labor the general prevailing rate of the regular, holiday, and overtime wages paid and the general prevailing payments on behalf of employees only, to lawful welfare, pension, vacation, apprentice training, and educational funds (payments to said funds must constitute an ordinary business expense deduction for federal income tax purposes by contractors) in the city, town, village, or other appropriate political subdivision of the state in which the Work is to be performed, for each craft, mechanic, teamster, laborer, or type of workman needed to execute the Contract for the public works, and shall specify in the call for bids for the Contract and in the Contract itself, the general prevailing rate of the regular, holiday, and overtime wages paid and the payments on behalf of employees only, to such welfare, pension, vacation apprentice training, and educational funds existing in the locality for each craft, mechanic, teamster, laborer, or type of workman needed to execute the Contract or Work.
- f. Specification in Contract of amount and frequency of payment of wages.
 1. Every call for bids for every Contract in excess of one thousand dollars (\$1,000.00), to which the State of Rhode Island or any political subdivision thereof is part, for construction, buildings, or public works of the State of Rhode Island or any political subdivision thereof, and which requires or involves the employment of employees, shall contain a provision stating that the minimum wages as determined by the Director Of Labor will be the prevailing wages paid for similar Work to the Contract Work in the city, town, or village in which the Work is to be performed; and every Contract shall contain a stipulation that the CONTRACTOR or his subcontractor shall pay all unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the CONTRACTOR or subcontractor and such employees, and that the scale of wages to be paid shall be posted by the CONTRACTOR in a prominent and easily accessible location, and that there may be withheld from the CONTRACTORS so much of accrued payments as may be considered necessary to pay to such employees employed by the CONTRACTOR or any subcontractor on the Work difference between the rates of wages required by the Contract to be paid said employees on the Work and not refunded to the CONTRACTOR, subcontractor, or their agents.
 2. The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall not include:
 - a. the basic hourly rate of pay; and
 - b. the amount of:

1. 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
2. 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 or 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 such 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 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 paragraph (b)(1), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in paragraph (b)(2), or any combination thereof, where the aggregate of any such payments, contributions, and costs is not less than the rate of pay described in paragraph (a) plus the amount referred to in paragraph (b).
3. 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 or removal of gravel or fill from one location to another on the site of public works, and the employment of such employees shall be subject to provisions of 1. and 2. of this section.

ARTICLE 25: GENERAL GUARANTEE

Neither the final certificate of payment nor any provision in the Contract Documents nor any partial or entire occupancy of the premises by the OWNER shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve the CONTRACTOR of liability in respect to any express warranties or responsibility for faulty workmanship or materials. The CONTRACTOR shall remedy any defects in the Work and pay for any damage to other Work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the Work, unless a longer period is specified by the OWNER. The OWNER will give final notice of observed defects with reasonable promptness.

ARTICLE 26: COMPLETENESS OF THE WORK

In addition to the specified or described portions of the Work, all other Work and all other materials, equipment, and labor of whatever description, necessary or required to complete the Work, or for carrying out the full intent of the drawings and Specifications, such Work, labor, materials, and equipment shall be provided by the CONTRACTOR, and payment therefore shall be considered as having been included in the price stipulated for the appropriate item of Work listed in the bid.

ARTICLE 27: CARE OF THE WORK

The CONTRACTOR shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the Work and shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by the OWNER, whether or not the same has been covered by partial payments made by the OWNER.

ARTICLE 28: PROTECTION OF CONSTRUCTION FEATURES

The CONTRACTOR shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property and such incidentals, and to avoid damage thereto. The CONTRACTOR shall completely repair any damage at no additional expense to the OWNER.

ARTICLE 29: SAFETY AND HEALTH REGULATIONS

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

1. Williams-Steiger Occupational Safety and Health Act, 1970, Public Law 92-596;
2. Part 1910 of the Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;
 - a. Workers must be OSHA 10 certified. CONTRACTORS to submit OSHA 10 cards with their bid.
3. This Project is subject to all of the Safety and Health Regulations (CFR 29, Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974. CONTRACTORS are urged to become familiar with the requirements of these regulations.

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

ARTICLE 30: PROTECTION OF WORK AND PROPERTY IN EMERGENCY

- a. The CONTRACTOR shall at all times safely guard the OWNER'S property from injury or loss in connection with this Contract. He shall at all times safely guard and protect his own Work, materials incorporated into the Work or stockpiled at the site, and that of adjacent property, from damage. The CONTRACTOR shall replace or make good any such damage, loss or injury.
- b. In case of an emergency which threatens loss or injury of property, and/or safety of life, the CONTRACTOR will be allowed to act, without previous instructions from the OWNER, in a diligent manner. He shall notify the OWNER immediately thereafter. Any claim for compensation by the CONTRACTOR due to such extra Work shall be promptly submitted to the OWNER for approval.
- c. Where the CONTRACTOR has not taken action but has notified the OWNER of an emergency threatening injury to persons or damage to the Work or to any adjoining property, he shall act as instructed or authorized by the OWNER.
- d. The amount of reimbursement claimed by the CONTRACTOR on account of any emergency action shall be determined in the manner provided elsewhere in the Contract Documents.

ARTICLE 31: FIRE PREVENTION AND PROTECTION

All State and municipal rules and regulations with respect to fire prevention, fire-resistant construction, and fire protection shall be strictly adhered to on all Work and facilities necessary therefore shall be provided and maintained by the CONTRACTOR in an approved manner.

All fire protection equipment such as water tanks, hoses, pumps, extinguishers and other materials and apparatus, shall be provided for the protection of the Contract Work, temporary Work, and adjacent property. Trained personnel experienced in the operation of all fire protection equipment and apparatus shall be available on the site whenever Work is in progress, and at such other times as may be necessary for the safety of the public and the Work.

ARTICLE 32: PROTECTION OF LIVES AND HEALTH

- a. In order to protect the lives and health of his employees under this Contract, the CONTRACTOR shall meet all pertinent provisions of the "Manual of Accident Prevention in Construction," issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational diseases, and injuries requiring medical attention or causing loss of time of employment on the Contract Work.
- b. The CONTRACTOR alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

ARTICLE 33: PROTECTION AGAINST HIGH WATER AND STORM

The CONTRACTOR shall take all precautions to prevent damage to Work or equipment by high water or by storms. The OWNER may prohibit the carrying out of Work at any time when in his judgment high waters or storm conditions are unfavorable or unsuitable, or at any time regardless of the weather when proper precautions are not being taken to safeguard previously constructed Work or Work in progress.

In case of damage caused by the failure of the CONTRACTOR to take adequate precautions, the CONTRACTOR shall repair or replace equipment damaged and shall make such repairs or rebuild such parts of the damaged Work as the OWNER may require, at no additional cost to the OWNER.

ARTICLE 34: FIRST AID TO INJURED

The CONTRACTOR shall keep in his office, ready for immediate use, all articles necessary for giving first aid to injured employees. He shall also provide arrangements for the immediate removal and hospital treatment of any employees injured on the Work site, who require same.

ARTICLE 35: HURRICANE PROTECTION

Should hurricane warnings be issued, the CONTRACTOR shall take every precaution to minimize danger to persons, to the Work, and to adjacent property. These precautions shall include closing all openings, removing all loose materials, tools and equipment from exposed locations, and removing all scaffolding and other temporary Work.

ARTICLE 36: USE OF PREMISES AND REMOVAL OF DEBRIS The CONTRACTOR undertakes, at his own expense:

- To take every precaution against injuries to persons or damage to property.
- To store his apparatus, materials, equipment and supplies in such orderly fashion at the site of the Work, as will not unduly interfere with the progress of his Work

or any others.

- To place upon the Work or any part thereof, only such loads as are consistent with the safety of that portion of the Work.
- To clean frequently all refuse, scrap, and debris caused by his operations, so that the Work site is maintained in a neat, workmanlike appearance.
- To effect all cutting, fitting, or patching of his Work required to make the same conform to the drawings and Specifications, and except with the consent of the OWNER, not to cut or otherwise alter the Work of any other contractor.
- Before final payment, to remove all surplus materials, false Work, temporary structures, including foundations thereof, plants of any description, and debris of any nature, resulting from his operations, so that the site is left in a neat, orderly, and workmanlike condition.

ARTICLE 37: CORRECTION OF WORK

All Work, materials, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the OWNER, who shall be the final judge of the quality and suitability of the Work performed under this Contract. Should any of the Work performed fail to meet with his approval, it shall be forthwith reconstructed, made good, replaced, and/or corrected as the case may be, by the CONTRACTOR, at his own expense. Rejected material shall be immediately removed from the site. If, in the opinion of the OWNER, it is undesirable to replace, reconstruct, or correct any of the Work not performed in accordance with the Contract Documents, the compensation to be paid to the CONTRACTOR shall be reduced by such amounts as in the judgment of the OWNER shall be equitable.

ARTICLE 38: FAILURE TO REPAIR

Any emergency arising from the interruption of electric, gas, water, or sewer service due to the activities of the CONTRACTOR, shall be repaired by the CONTRACTOR as quickly as is possible.

If and when, in the opinion of the OWNER, the CONTRACTOR is not initiating repair Work as expeditiously as possible upon notification to do so, the OWNER, may, at his own option, make the necessary repairs using his own forces or those of others. The cost of such repairs shall be subtracted from the payments due to the CONTRACTOR.

ARTICLE 39: WEATHER CONDITIONS

In the event of temporary suspension of the Work, or during inclement weather, or whenever the OWNER shall direct, the Contractor shall, and shall cause his subcontractors to, protect carefully his and their Work and materials against damage or injury from the weather. If, in the opinion of the OWNER, any Work or materials are damaged or injured by reason of failure to protect them on the part of the CONTRACTOR, or any of his subcontractors, or otherwise damaged or injured by the CONTRACTOR'S negligence, or are found to be defective, such materials or Work shall be removed and replaced at the expense of the CONTRACTOR.

ARTICLE 40: WORK IN COLD WEATHER

The OWNER may determine when conditions are unfavorable for Work and may order the Work, or any portion thereof, suspended whenever, in his opinion, the conditions are not such as will insure first-class Work.

ARTICLE 41: NIGHT WORK

Night work, or Work on Saturdays, Sundays, or legal holidays requiring the presence of an engineer or inspector, is to be coordinated with the OWNER. Should it be necessary for the OWNER to operate an organization for continuous NIGHT WORK or for emergency NIGHT WORK, the lighting, safety and other facilities which are deemed necessary shall be provided by the CONTRACTOR. Compensation for this Work shall be considered as having been included in the prices stipulated for the appropriate items of Work as listed in the bid, and no extra compensation will be paid by the OWNER.

ARTICLE 42: LIGHTS, BARRIERS, WATCHMEN, AND INDEMNITY

The CONTRACTOR shall erect and maintain such barriers, lighting, warning lights, danger warning signals, and signs that will prevent accidents during the construction Work and protect the Work and insure the safety of personnel and the public at all times and places; the CONTRACTOR shall indemnify and protect the OWNER in every respect from injury or damage whatsoever caused by any act of neglect by the CONTRACTOR or his subcontractors, or their servants or agents.

In addition to the above, when and as necessary, or when required by the OWNER, the CONTRACTOR shall post signs and employ watchmen or flagmen, for the direction of traffic at the site and for excluding at all times unauthorized persons from the Work site, for which the CONTRACTOR shall be paid no additional compensation.

The CONTRACTOR shall be responsible for excluding at all times from the land within the easement areas, all persons not directly connected with the Work.

All Work occurring on State of Rhode Island highways shall be clearly identified, protected, and the public's safety ensured by erection of signs, barriers, and all other provisions as outlined in the Manual on Uniform Traffic Control Devices for Streets and Highways; issued by the U.S. Department of Transportation, Federal Highway Administration, 2009; Part VI, "Temporary Traffic Controls".

ARTICLE 43: LOADING

No part of the structures involved in this Contract shall be loaded during construction with a load greater than it is calculated to carry with safety. Should any accidents or damage occur through any violation of this requirement, the CONTRACTOR will be held responsible under his Contract and bond.

ARTICLE 44: DISPOSAL OF MATERIALS

The materials used in the construction of the Work, shall be deposited in such manner so they will not endanger persons or the Work, and so that free access may be had at any time to all hydrants and gates in the vicinity of the Work. The materials shall be kept trimmed up so that as little inconvenience as possible to the public or adjoining tenants is caused.

ARTICLE 45: FINISHING AND CLEANING UP

In completing his operations, the CONTRACTOR shall immediately remove all surplus material, tools, and other property belonging to him, leaving the entire street or surroundings free and clean and in good order, at no additional expense to the OWNER. The CONTRACTOR shall exercise special care in keeping the rights-of-way and private lands upon which Work is performed free and clean of all debris, and shall remove all tools and other property when they are not in use.

In case the CONTRACTOR fails or neglects to promptly remove all surplus materials, tools, and incidentals after backfilling, leaving the street or surrounding area clean and free of debris, and do the required repaving when ordered, the OWNER may, after 24 hours' notice, cause the Work to be done and the cost thereof deducted from any payment due to the CONTRACTOR.

ARTICLE 46: SPIRITUOUS LIQUORS

The CONTRACTOR shall neither permit nor suffer the introduction of spirituous liquors upon the Work embraced in this Contract, nor the use of the same.

ARTICLE 47: DUST CONTROL

The CONTRACTOR shall exercise every precaution and means to prevent and control dust arising out of all construction operations from becoming a nuisance to abutting property owners or surrounding neighborhoods. Repeated daily dust control treatment shall be provided to satisfactorily prevent the spread of dust until permanent pavement is installed and until earth stockpiles have been removed, and all construction operations that might cause dust have been completed. No extra payment will be made for these dust control measures, compensation shall be considered to be included in the prices stipulated for the appropriate items as listed in the bid.

If so directed by the OWNER, the CONTRACTOR shall furnish and apply calcium chloride for supplemental control of dust.

Calcium chloride shall conform to the requirements of AASHTO M.144 (ASTM D-98) except that the pellet form and the flake form shall be equally acceptable.

Calcium chloride shall be applied only at the locations, at such times and in the amount as may be directed by the OWNER. It shall be spread in such manner and by such devices that uniform distribution is attained over the entire area on which it is ordered placed.

There will be no separate payment for this Work. The cost of the Work shall be included in the price bid for the various other items of Work.

PART III

The rights and obligations of the OWNER under this Contract shall include, but not be limited to the following:

ARTICLE 48: THE OWNER'S AUTHORITY

The OWNER shall give all orders and directions contemplated under this Contract and Specifications relative to the execution of the Work. The OWNER shall determine the amount, quality, acceptability, and fitness of the several kinds of Work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said Work and the construction thereof. The OWNER'S estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract or Specifications, the determination or decision of the OWNER shall be a condition precedent to the right of the CONTRACTOR to receive any money or payment for Work under this Contract affected by such questions.

The OWNER shall decide the meaning and intent of any portion of the Specifications and of any plans or drawings where the same may be found to be obscure or be in dispute. Any differences or conflicts in regard to their Work which may arise between the CONTRACTOR and other contractors performing Work for the OWNER shall be adjusted and determined by the OWNER.

ARTICLE 49: ALL WORK SUBJECT TO CONTROL BY THE OWNER

- a. In the performance of the Work, the CONTRACTOR shall abide by all orders, directions, and requirements of the OWNER, and shall perform all Work to the satisfaction of the OWNER, and at such times and places, by such methods, and in such manner and sequence as he may require. The OWNER shall determine the

amounts, quality, acceptability, and fitness of all parts of the Work. The OWNER shall interpret the drawings, Specifications, contract documents, all other documents, and the extra Work orders. The OWNER shall also decide all other questions in connection with the Work. The CONTRACTOR shall employ no plant, equipment, materials, methods or men to which the OWNER objects and shall remove no plant, materials, or equipment, or other facilities from the Work site without the OWNER'S permission. Upon request, the OWNER will confirm in writing any oral order, direction, requirement, or determination.

- b. Inspectors shall be authorized to inspect all Work done and materials furnished. Such inspection may extend to all parts of the Work and to the preparation or manufacture of the materials to be used. The presence or absence of an inspector shall not relieve the CONTRACTOR from any requirements of the Contract. In case of any dispute arising between the CONTRACTOR and the inspector as to materials furnished or the manner in which the Work is being executed, the inspector shall have the authority to reject material, and suspend Work until the question has been decided by the OWNER. The inspector shall not be authorized to revoke, alter, enlarge, relax, or release any requirement of these Specifications, nor to approve or accept any portion of the Work, nor to issue instructions contrary to the drawings and Specifications. The inspector shall in no case act as foreman or perform other duties for the CONTRACTOR, or interfere with the management of the Work by the latter. Any advice which the inspector may give the CONTRACTOR shall in no way be construed as binding the OWNER or the Engineers in any way, nor releasing the CONTRACTOR from the fulfillment of the terms of the Contract.

ARTICLE 50: THE OWNER'S CONTROL NOT LIMITED

The enumeration in this Contract of particular instances in which the opinion, judgment, discretion, or determination of the OWNER shall control or in which Work shall be performed to his satisfaction or subject to his approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed and performed, but without exception all the Work shall be so governed and performed.

ARTICLE 51: RIGHT OF THE OWNER TO TERMINATE THE CONTRACT

In the event that any of the provisions of this Contract are violated by the CONTRACTOR, or any of his subcontractors, the OWNER may serve written notice upon the CONTRACTOR and the Surety of his intention to terminate the Contract, such notice to contain the reasons for such intention to terminate the Contract. If within ten (10) days such violation or delay shall not cease, and satisfactory arrangement or correction made, the Contract shall, at the expiration of the ten (10) days, cease and immediately serve notice thereof upon the Surety and the CONTRACTOR, and the Surety shall have the power to take over and perform the Contract; provided, however, that if the Surety does not commence performing thereof within ten (10) days from the date of mailing to such Surety a Notice Of Termination, the OWNER may take over the Work and prosecute the same to completion by Contract or force account at the expense of the CONTRACTOR, and the CONTRACTOR and his Surety shall be liable to the OWNER for any excess cost occasioned the OWNER thereby.

ARTICLE 52: TERMINATION FOR CONVENIENCE

The performance of Work under this Contract may be terminated by the OWNER in accordance with this clause in whole, or from time to time in part, whenever the OWNER shall determine that such termination shall be effected by delivery to the CONTRACTOR of a Notice Of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a Notice of Termination, and except as otherwise directed by the OWNER, the CONTRACTOR shall:

1. Stop Work under the Contract on the date and to the extent specified in the Notice Of Termination;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice Of Termination;
4. Assign to the OWNER in the manner, at the times, and to the extent directed by the OWNER, all of the rights, title and interest of the CONTRACTOR under the orders and subcontracts so terminated. In which case, the OWNER shall have the right, in its discretion, to settle, or pay any or all claims arising out of the termination of such orders and subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the OWNER to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;
6. Transfer title to the OWNER, and deliver in the manner, at the times, and to the extent, if any, directed by the OWNER, (i) the fabricated or unfabricated parts, Work in progress, completed Work, supplies, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the Notice Of Termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the OWNER;
7. Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the OWNER, any property of the types referred to in (6) above; provided however, that the CONTRACTOR (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed and at a price or prices approved by the OWNER; and, provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the OWNER to the CONTRACTOR under this Contract, or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid

in other such manner as the OWNER may direct:

8. Complete performance of such part of the Work as shall not have been terminated by the Notice Of Termination; and,
 9. Take such action as may be necessary, or as the OWNER may direct, for the protection and preservation of the property related to this Contract which is in the possession of the CONTRACTOR and which the OWNER has or may acquire an interest.
- c. After receipt of a Notice of Termination, the CONTRACTOR shall submit to the OWNER his termination claim, in the form and with the certification prescribed by the OWNER. Such claim shall be submitted promptly but in no event later than one (1) year from the effective date of termination, unless one or more extensions in writing are granted by the OWNER upon request of the CONTRACTOR made in writing within such one-year period or authorized extension thereof. However, if the OWNER determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one-year period or extension thereof. Upon failure of the CONTRACTOR to submit his termination claim within the time allowed, the OWNER may determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR by reason of the termination and shall thereupon pay to the CONTRACTOR the amount so determined.
- d. Subject to the provisions of paragraph (c), the CONTRACTOR and the OWNER may agree upon the whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the total or partial termination of Work pursuant to this clause which amount or amounts may include a reasonable allowance for profit on Work done: provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract Price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price or Work not terminated. The Contract shall be amended accordingly, and the Contract shall be paid the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the CONTRACTOR in the event of failure of the CONTRACTOR and the OWNER to agree upon the whole amount to be paid to the CONTRACTOR by reason of the termination of Work pursuant to this paragraph (d).
- e. In the event of failure of the CONTRACTOR and the OWNER to agree as provided in paragraph (d) upon the whole amount to be paid to the CONTRACTOR by reason of the termination of Work pursuant to this clause, the OWNER shall determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR; the amounts determined as follows:
1. With respect to all Contract Work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:
 - i. The cost of such Work;
 - ii. The cost of settling and paying claims arising out of the termination of Work under subcontracts or orders provided in paragraph (b)(5) above, exclusive of the amounts paid or payable on account of supplies or materials delivered, or services furnished by the subcontractor prior to the effective date of the Notice Of Termination of Work under this Contract, which amounts shall be included in the cost on account of which payment is made under (i) above, and;
 - iii. A sum, as profit on (i) above, determined by the OWNER to be fair and reasonable: provided, however, that if it appears that the CONTRACTOR would have sustained loss on the entire Contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and,
 2. The reasonable cost of the preservation and protection of property incurred pursuant to paragraph (b)(9); and any other reasonable cost incidental to termination of Work under this Contract, including expense incidental to the determination of the amount due to the CONTRACTOR as the result of the termination of Work under this Contract.
- The total sum to be paid to the CONTRACTOR under (1) above shall not exceed the total Contract Price as reduced by the amount of payments otherwise made, and as further reduced by the Contract Price of Work not terminated. Except for normal spoilage, and except to the extent that the OWNER shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the CONTRACTOR under (1) above, the fair value, as determined by the OWNER, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the OWNER, or to a buyer pursuant to paragraph (b)(7).
- f. The CONTRACTOR shall have the right to dispute under the clause of this Contract entitled "Remedies" from any determination made by the OWNER under paragraph (c) or (e) above, except that, if the CONTRACTOR has failed to submit his claim within the time provided in paragraph (c) above and has failed to request extension of such item, he shall have no such right of appeal. In any case, where the OWNER has made a determination of the amount due under paragraph (c) or (e) above, the OWNER shall pay to the CONTRACTOR the following: (1) if there is no right of appeal hereunder, or if no timely appeal has been taken, the amount so determined by the OWNER, or (2) if a "Remedies" proceeding is initiated, the amount finally determined in such "Remedies" proceeding.
- g. In arriving at the amount due the CONTRACTOR under this clause, there shall be deducted (1) all unliquidated advance or other payments on account theretofore made to the CONTRACTOR, applicable to the terminated portion of this contract, (2) any claim which the OWNER may have against the CONTRACTOR in connection with this Contract, and (3) the agreed price for, or the proceeds of sale of any materials, supplies, or other things kept by the CONTRACTOR or sold, pursuant to the provisions of

this clause, and not otherwise recovered by or credited by the OWNER.

- h. If the termination hereunder be partial, prior to the settlement of the terminated portion of this Contract, the CONTRACTOR may file with the OWNER a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice Of Termination) and such equitable adjustment as may be agreed upon shall be made in such price or prices; however, nothing contained herein shall limit the right of the OWNER and amounts to be paid to the CONTRACTOR for the completion of the continued portion of the Contract, when said Contract does not contain an established contract price for such continued portion.

ARTICLE 53: RIGHTS OF ACCESS

Nothing herein contained or shown on the drawings shall be construed as giving the CONTRACTOR exclusive occupancy of the Work area. The OWNER or any other contractors employed by him, the various utility companies, contractors, or subcontractors employed by State or Federal agencies, or any other agencies involved in the general Project or upon public rights-of-way, may enter upon or cross the area of Work or occupy portions of the area as is directed or necessary. When the territory of one contract is the convenient means of access to the other, the CONTRACTOR shall arrange his Work in such a manner as to permit such access to the other and prevent unnecessary delay to the Work as a whole.

ARTICLE 54: RIGHTS-OF-WAY AND SUSPENSION OF WORK

Land and rights-of-way for the purpose of this Contract shall be furnished by the OWNER to the extent shown on the drawings; the OWNER will use due diligence in acquiring said lands and rights-of-way as speedily as possible. If, however, lands or rights-of-way cannot be obtained before Work on the Project begins, the CONTRACTOR shall begin his Work upon such land or rights-of-way as have been previously acquired by the OWNER, and no claims for damages whatsoever will be allowed by reason of the delay in obtaining the remaining land and right-of-way. Should the OWNER be prevented or enjoined from proceeding with the Work, or from authorizing its prosecution, either before or after the commencement by reason of litigation, or by reason or its inability to procure the land or rights-of-way for the said Work, the CONTRACTOR shall not be entitled to make or assert a claim for damages by reason of the said delay, or to withdraw from the Contract except by consent of the OWNER. Time for completion of Work will be extended to such time as the OWNER determines will compensate for the time lost by such delay, such determination to be set forth in writing.

ARTICLE 55: CONFORMANCE WITH DIRECTIONS

The OWNER may make alterations in the line, grade, plan, form, dimension, or materials of the Work, or any part thereof, either before or after the commencement of construction. Should such alterations diminish the quantity included in any item or Work to be done and paid for at a unit price, the CONTRACTOR shall have no claim for damages or for anticipated profits on the Work that thus may be dispensed with if they increase the quantity included in any such item, such increase shall be paid for at the stipulated prices.

ARTICLE 56: INTERPRETATION OF THE DRAWINGS, SKETCHES AND SPECIFICATIONS

Except for the CONTRACTOR'S executed set, all drawings, sketches and Specifications are the property of the OWNER. The OWNER will furnish the CONTRACTOR, without charge, one (1) set of the drawings and Specifications. Additional sets will be furnished upon request, at actual cost of reproduction. Such drawings and Specifications are not to be used on other Work and those sets in usable condition shall be returned to the OWNER upon request at the completion of cessation of the Work or termination of the Contract.

The CONTRACTOR shall keep one (1) copy of the drawings, sketches and Specifications at the Work site at all times and shall give the OWNER, and their representatives, access thereto. Anything on the drawings and not mentioned in the Specifications, or anything in the Specifications that is not shown on the drawings shall have the same force and effect as if mentioned in both. In case of conflict or inconsistency between the drawings and the Specifications, the Specifications shall take precedence. Any discrepancy in the figures and the drawings shall be immediately submitted to the OWNER for decision and the decision of the OWNER shall be final. In case of differences between small and large scale drawings, the large scale drawings shall take precedence.

ARTICLE 57: SUSPENSION OF WORK

- a. The OWNER may order the CONTRACTOR in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the OWNER.
- b. If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the OWNER in administration of this Contract, or by his failure to act within the time specified in this Contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly.

However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the CONTRACTOR or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Contract.

- c. No claim under this clause shall be allowed (1) for any costs incurred more than twenty (20) days before the CONTRACTOR shall have notified the OWNER in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final

payment under the Contract.

ARTICLE 58: INSPECTION

The authorized representatives and agents of the OWNER shall be permitted to inspect all Work materials, payroll, records of personnel, invoices for materials, and other relevant data and records.

PART IV

ARTICLE 59: SUBCONTRACTORS

The CONTRACTOR may utilize the services of specialty subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty subcontractor.

The CONTRACTOR shall not award Work to any subcontractor other than those listed in his bid, without the prior written approval of the OWNER, which approval will not be given until the CONTRACTOR submits a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the OWNER may require.

The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work, to bind the subcontractors to the Contract Documents insofar as applicable to the subcontractor Work and to give the CONTRACTOR the same power as regards to terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

Nothing contained in this Contract shall create any contractual relationship between the OWNER and any subcontractor.

ARTICLE 60: MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the CONTRACTOR, any other contractor or any subcontractor shall suffer loss or damage to the Work, the CONTRACTOR agrees to settle with such other contractor or subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against the OWNER on account of any damage alleged to have been sustained, the OWNER shall notify the CONTRACTOR who shall indemnify and save harmless the OWNER against any such claim.

ARTICLE 61: ASSIGNMENTS

The CONTRACTOR shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without the written consent of the OWNER. In case the CONTRACTOR assigns all or part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the CONTRACTOR shall be subject to prior claims of all persons, firms, or corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

ARTICLE 62: SEPARATE CONTRACTS

The OWNER reserves the right to let other contracts in connection with the construction of the contemplated Work of the Project, or continuous Projects of the OWNER. The CONTRACTOR, therefore, will afford to any such other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, will properly connect and coordinate his Work with theirs, and will not commit or permit any act which will interfere with the performance of their Work.

The CONTRACTOR shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for storage of materials and in the detailed execution of the Work. Failure by the CONTRACTOR to keep informed on the progress of defective workmanship by others shall be construed as acceptance by him of the status of the Work as being satisfactory for proper coordination with and performance of his own Work.

ARTICLE 63: WORK BY OTHERS

The OWNER reserves the right to do any other Work which may be connected with, or become a part of, or be adjacent to the Work embraced by this Contract, at any time, by Contract or otherwise. The CONTRACTOR shall not interfere with the Work of such others as the OWNER may employ, and shall execute his own Work in such a manner as to aid in the execution of the Work of others as may be required. No backfilling of trenches or excavations will be permitted until such Work by the OWNER is completed.

PART V

ARTICLE 64: WAGE UNDERPAYMENT AND ADJUSTMENTS

The CONTRACTOR agrees that in case of underpayment of wages to any worker on the Project under this Contract by the CONTRACTOR or any of his subcontractors, the OWNER

will withhold from the CONTRACTOR out of payments due to him, an amount sufficient to pay such worker the difference between the wages required to be paid under this Contract and the wages actually paid such worker for the total number of hours worked, and that the OWNER may disburse such amount so withheld by it for and on account of the CONTRACTOR to the employee to whom such amount is due. The CONTRACTOR further agrees that the amount withheld pursuant to this article may be in addition to the percentage to be retained by the OWNER pursuant to other provisions of this Contract.

ARTICLE 65: PAYMENT OF EMPLOYEES

The CONTRACTOR and each of his subcontractors shall pay each of their employees engaged in the Work on the Project under this Contract in full, by check, and not less than once a week, less legally required reductions.

ARTICLE 66: NON-DISCRIMINATION IN EMPLOYMENT

In connection with the performance of the Work under this Contract, the CONTRACTOR agrees not to discriminate against employee because of sex, race, religion, color, or national origin. The aforesaid provisions shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship.

ARTICLE 67: APPRENTICES

Apprentices shall be permitted to Work only under a bona fide apprenticeship program registered with a State Apprenticeship Council which is recognized by the Federal Committee on Apprenticeship, United State Department of Labor; or if no such Council exists in a State, under a program registered with the Bureau of Apprenticeship, United State Department of Labor.

PART VI

ARTICLE 68: SHOP OR SETTING DRAWINGS

- a. The CONTRACTOR shall submit promptly to the OWNER six (6) copies of each shop or setting drawing prepared in accordance with a schedule predetermined by the CONTRACTOR. After examination of such drawings by the OWNER, and the return thereof, if resubmission is required, the CONTRACTOR shall make such corrections to the drawings as have been indicated and shall furnish the OWNER with six (6) corrected copies. Regardless of corrections made in or approval given to such drawings by the OWNER, the CONTRACTOR will, nevertheless, be responsible for the accuracy of such drawings and for their conformity to the drawings and Specifications, unless he notifies the OWNER in writing of any deviations at the time he furnishes the drawings.
- b. Shop drawings of all fabricated Work shall be submitted to the OWNER for approval and no Work shall be fabricated by the CONTRACTOR save at his own risk until approval has been given by the OWNER. The Special Conditions define the shop drawings required for this Project.
- c. The CONTRACTOR shall submit all shop and setting drawings on dates sufficiently in advance of requirements to enable the OWNER ample time for reviewing the same, including time for correcting, resubmission and reviewing, if necessary, and no claim for delay will be granted the CONTRACTOR by reason of his failure in this respect.
- d. All shop drawings submitted must bear the stamp of the CONTRACTOR as evidence that the drawings have been checked by him. Any drawings submitted without this stamp of approval will not be considered and will be returned to the CONTRACTOR for resubmissions. If the shop drawings show deviations from the requirements of the Contract Documents because of standard shop practice or other reason, the CONTRACTOR shall make specific mention of such variation in his letter of transmittal to the OWNER, in order that an acceptable, suitable action may be taken for proper adjustment; otherwise the CONTRACTOR will not be relieved of the responsibility for executing the Work in accordance with the Contract Documents even though the shop drawings have been approved.
- e. Where shop drawings are submitted by the CONTRACTOR that indicate a departure from the Contract which the OWNER deems to be a minor adjustment in his interest and not involving a change in the Contract Price or extension of time, the OWNER may approve the drawings but the approval will contain in substance, the following:

"The modification shown on the attached drawings is approved in the interest of the OWNER to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or an extension of time that it is subject generally to all Contract stipulations and covenants; and that it is without prejudice to any rights of the OWNER under the Contract and bond or bonds."
- f. The approval of the shop drawings will be general and shall not relieve the CONTRACTOR from the responsibility for adherence to the Contract, for any error which may exist.
- g. The CONTRACTOR agrees to hold the OWNER harmless and defend them against damages or claims for damages arising out of injury to others or property of third persons which result from errors on shop, working, or setting drawings whether or not they have been approved by the OWNER.

ARTICLE 69: WORK TO BE ACCOMPLISHED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS

The Work, during its progress and at its completion, shall conform to the lines and grades shown on the drawings and to the directions given by the OWNER from time to time, subject to such modifications or additions as he shall determine to be necessary during execution of the Work; and in no case will any Work be paid for in excess of such requirements. The Work shall also be accomplished in accordance with the data in these Specifications.

ARTICLE 70: CONTRACTOR TO CHECK DIMENSIONS AND SCHEDULES

The CONTRACTOR will be required to check all dimensions and quantities shown on the drawings or schedules given to him by the OWNER, and shall notify the OWNER of all errors therein which he may discover by examining and checking the same. The CONTRACTOR shall not take advantage of any error or omissions in furnishing all instructions, should such error or omissions be discovered, and the CONTRACTOR shall carry out such instructions as if originally specified.

ARTICLE 71: PLANIMETER

For estimating quantities in which the computation of areas by analytic and geometric methods would be comparatively laborious, it is stipulated and agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas.

ARTICLE 72: ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The CONTRACTOR will be furnished additional instructions and detail drawings as necessary to carry out the Work included in the Contract. The additional drawings and instruction thus supplied to the CONTRACTOR will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The CONTRACTOR shall carry out the Work in accordance with the additional detail drawings and instructions. The CONTRACTOR and the OWNER will prepare jointly a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacturing, testing, and installation of materials, supplies and equipment, and the completion of the various parts of the Work; each schedule to be subject to change from time to time in accordance with the progress of the Work.

ARTICLE 73: MATERIALS, SERVICES, AND FACILITIES

It is understood that, except as otherwise specifically stated in the Contract Documents, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever, necessary to protect, execute, complete, and deliver the Work within the specified time.

If approved by the OWNER, any Work necessary to be performed after regular hours, on Saturdays, Sundays, or legal holidays, shall be performed by the CONTRACTOR without additional expense to the OWNER.

ARTICLE 74: CONTRACTOR'S TITLE TO MATERIALS

No material, supplies, or equipment for the Work shall be purchased by the CONTRACTOR or any subcontractor, subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The CONTRACTOR warrants good title to all material, supplies, and equipment installed or incorporated in the Work and further warrants upon completion of all Work, to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the OWNER free from any claims, liens, or charges, or encumbrances and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor or any Work covered by this Contract shall have the right to a lien upon the premises or any improvement or appurtenance thereon.

ARTICLE 75: INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the Project shall be new and of current manufacture. Testing will be done in accordance with accepted standards and as directed by the OWNER; the laboratory or inspection agency shall be selected by the OWNER. Except as specified elsewhere in these Specifications, the OWNER will pay for laboratory inspection.

All materials and workmanship shall be subject to inspection, examination, and testing by the OWNER at any and all times during manufacture and/or construction, to establish conformance with these Specifications and suitability for uses intended. Without additional charge, the CONTRACTOR shall furnish promptly all reasonable facilities, labor, and materials necessary to make tests so required safe and convenient. He shall also furnish mill, factory, or other such tests based on the Standards and Tentative Standards of the American Society for Testing Materials as required by the OWNER.

ARTICLE 76: DEFECTIVE MATERIALS

No materials shall be laid or used which are known, or may be found to be in any way defective. Any materials found to be defective at the site of Work or upon installation shall be replaced by the CONTRACTOR at his own expense. Notice shall be given to the OWNER of any defective or imperfect material. Defective or unfit material found to have been laid, shall be removed and replaced by the CONTRACTOR with sound and unobjectionable material, without additional cost to the OWNER.

ARTICLE 77: PATENTS

- a. The CONTRACTOR shall hold and save the OWNER harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the Contract, including its use by the OWNER.
- b. License and/or royalty fees for the use of a process which is authorized by the OWNER must be reasonable, and paid to the holder of the patent, or his authorized agent, directly by the CONTRACTOR.
- c. If the CONTRACTOR uses any design, device or material covered by letters, patent, or copyright, he shall provide for such use by suitable agreement with the OWNER or such patent or copyrighted design, device, or material.
- d. It is mutually agreed and understood that, without exception, the Contract Price shall include all royalties, license fees, or costs arising out of the use of such process, design, device, or materials, in any way involved in the Work. The CONTRACTOR and/or his Surety shall indemnify and save the OWNER harmless from all claims for infringement by reason of use of such patented material, device, or design in connection with the Work under this Contract, and shall indemnify the Engineer and the OWNER for any cost, expense, or damage which it may be obligated to pay for reason of such infringement at any time during the prosecution of the Work.

ARTICLE 78: "OR APPROVED EQUAL" CLAUSE

- a. Whenever a material or article required is specified or shown on the drawings by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design may be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the OWNER'S opinion. It shall not be purchased or installed without his written approval. In all cases, new material shall be used on the Project.
- b. If two (2) or more brands, makes of material, devices, or equipment are shown or specified, each should be regarded as the approved equal of the other. Any other brand, make or material, device or equipment, which, in the opinion of the OWNER or his authorized agent, is the recognized approved equal of that specified, considering quality, workmanship, and economy of operation, and is suitable for the purpose intended, maybe accepted.
- c. If any other material or article is substituted for items shown or specified, the Project must result in a savings in the Contract Price and the CONTRACTOR shall submit evidence that the substitute product is equal. Upon approval of the substitute product, the OWNER will issue a deductive change order.
- d. If an equipment manufacturer must have a specified period of experience with his product, equipment which does not meet with the specified experience period may, at the option of the OWNER, be considered if the equipment supplier or manufacturer is willing to provide a bond or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

PART VII

ARTICLE 79: INSURANCE

The CONTRACTOR shall be responsible for maintaining insurance coverage in force for the life of this Contract of the kind and adequate amounts to secure all of this obligations under this Contract and with insurance companies licensed to write such insurance in the State of Rhode Island and acceptable to the OWNER. The kinds and amounts of such insurance carried shall not be less than the kinds and amounts of insurance coverage designated in the Special Conditions, and the CONTRACTOR agrees that the stipulation therein of the kinds and minimum amounts of coverage or the acceptance by the OWNER of certificates indicating the kinds and limits of coverage shall in no way limit the liability of the CONTRACTOR to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the OWNER, the Engineer, and their agents or representatives from any and all claims for damages arising out of the Contract, to either persons or property.

Policies and certificates of all insurance shall be submitted to the OWNER by the CONTRACTOR in sextuplicate (6 copies) prior to preparation of the construction Contract. In the event that the form of any policy or amount or insurance company writing same is not satisfactory to the OWNER, the CONTRACTOR shall re-submit all required items to the OWNER prior to the signing of the Contract. This requirement to re-submit shall not automatically extend the time limit specified elsewhere in these documents for the submittal of required items. The CONTRACTOR shall not cause policies to be canceled or permit them to lapse, and all insurance policies shall include a clause to the effect that the policy shall not be subject to cancellation or a reduction in the required limits of liability amounts of insurance until notice has been sent by registered mail to the OWNER, stating when, not less than ten (10) days thereafter, such cancellation or reduction shall be effective. All certificates of insurance shall contain true transcripts from the policy, authenticated by the proper officer of the insurer evidencing in particular, those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

The CONTRACTOR shall be responsible for the provision of identical insurance coverage for all his subcontract operations and, in the event that the CONTRACTOR'S policies do not cover each and every subcontractor, certificates of insurance issued on policies by companies that are acceptable to the OWNER covering each and every subcontractor shall be filed under the OWNER in sextuplicate (6 copies) prior to the commencement of such subcontract operations. All insurance specified in this Contract shall be provided by the CONTRACTOR, at no additional expense to the OWNER.

PART VIII

ARTICLE 80: COMPENSATION TO BE PAID TO THE CONTRACTOR

- a. The OWNER will pay and the CONTRACTOR shall receive as full compensation for everything furnished and one by the CONTRACTOR under this Contract, the unit prices and lump sum prices set opposite the respective items in the accepted bid form herein contained, and payment for approved extra Work. The cost of all Work required not specifically included in any items herein mentioned, and also for all loss or damage arising out of the nature of the Work aforesaid or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the Work and for all risks of every description connected with the Work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the Work as herein specified, and for assuming all duties, and liabilities, herein required, and for well and faithfully completing the Work, and the whole thereof, as herein provided, shall be the responsibility of the CONTRACTOR.
- b. The amount of the Contract (accepted bid price/prices) listed in the bid is based on the estimated quantities and the unit and/or lump sum price as set forth in the bid. It is understood and agreed that the CONTRACTOR will accept as payment the actual measured quantities at the unit and/or lump sum price as set forth in the accepted bid.
- c. The estimated quantities given in the bid proposal for the various items of Work are given for the purpose of comparing the bids offered for the Work under this Contract and if it is found in the performance of the Contract Work that any or all of the said estimated quantities are not even approximately correct, the CONTRACTOR shall have no claim for anticipated profits, or for loss of profit, or for increase in prices as listed in the accepted bid because of the difference between the quantities of the various items of Work actually done and the estimated quantities stated in the accepted bid.
- d. No payment or compensation will be made to the CONTRACTOR for damages because of hindrance or delay from any cause in the progress of the Work, whether such hindrances or delays are avoidable or unavoidable.

ARTICLE 81: PAYMENTS TO CONTRACTOR

- a. At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR shall submit to the OWNER a partial payment estimate filled out and signed by the CONTRACTOR covering the Work performed during the period covered by the partial payment estimate and supported by such data as the OWNER may reasonably require. If payment is requested with the OWNER'S permission of the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at or near the site, in accordance with the manufacturer's recommendation and as required by the OWNER, the partial payment estimate shall also be accompanied by such supporting data satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment applicable insurance. The OWNER will within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will within thirty (30) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment, plus any additional percent which is specified in these documents.
- b. The retainage shall remain at ten percent (10%) until Ninety percent (90%) of the Contract is complete. At that time, if the OWNER decides the CONTRACTOR is making adequate progress, the OWNER may reduce retainage to five percent (5 %). Any further reduction will be at the OWNER'S discretion. At no time shall retainage be reduced below two percent (2%), until completion of the one-year General Guarantee period.
- c. With each partial payment estimate, the CONTRACTOR shall certify in writing that the Project As-Built Drawings are being maintained accurately and currently. Said certificate shall be signed by the CONTRACTOR'S Superintendent and the CONTRACTOR'S Engineer or Surveyor. Any payment estimate not having said certification attached will be subject to refusal of payment.
- d. Prior to substantial completion, the OWNER, with the approval and concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portion of the Work.
- e. The OWNER shall have the right to enter the premises for the purpose of doing Work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work or the restoration of any damaged Work except such as may be caused by agents or employees of the OWNER.
- f. Upon completion and acceptance of the Work, the OWNER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, less a two percent (2%) retainage plus other such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work. The two percent (2 %) retainage shall be paid to the CONTRACTOR at the completion of the one-year General Guarantee period (see General Conditions, "Article 27: General Guarantee").
- g. The CONTRACTOR will indemnify and save the OWNER or the OWNER'S representative harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work. The CONTRACTOR shall at the OWNER'S request furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so, the OWNER may, after having notified the CONTRACTOR, either pay

unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the Contract Documents. This shall not be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

ARTICLE 82: CHANGE ORDER

- a. The OWNER may, at any time, without notice of the sureties, by written order designated or indicated to be a Change Order, make any change in the Work within the general scope of this Contract, including but not limited to changes:
 1. In the Specifications (including drawings and design);
 2. In the method or manner of performance of the Work;
 3. Directing acceleration in the performance of the Work.
- b. Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a Change Order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a Change Order.
- c. Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the CONTRACTOR to an equitable adjustment hereunder.
- d. If any change, by Change Order, causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the Work under this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly; provided; however, that no claim for any Change Order (b) above shall be allowed for any costs incurred more than twenty (20) days before the CONTRACTOR gives written notice as therein required; and, provided further, that in case of defective Specifications for which the OWNER is responsible, the equitable adjustment shall include only increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective Specifications.
- e. If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within thirty (30) days after receipt of a written Change Order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.
- f. No claim by the CONTRACTOR for an equitable adjustment hereunder for any amount shall be allowed unless agreed to by Change Order prior to the Work being done.

ARTICLE 83: CHANGES IN THE WORK

No changes in the Work covered by the approved Contract Documents shall be made without having prior written approval of the OWNER. Charges or credits for the Work covered by the approved changes shall be determined by one or more, or a combination of the following methods as the OWNER shall direct:

- a. Unit price bid previously approved;
- b. The actual cost of labor, materials, ownership or rental costs of construction plant and equipment during the use of item on the extra Work; power and consumable supplies for the operation of power and equipment;
- c. Insurance; and
- d. Social Security, Old Age, and Unemployment contributions.

To the cost of "b" above, there shall be added a fixed fee to be agreed upon but not to exceed 10%. The fee shall be compensation to cover the cost of supervision, overhead, bonds, profits, and any other general expenses.

If a subcontractor performs the Work, he shall be entitled to a maximum of 10% as a fixed fee, and the general CONTRACTOR be entitled to a maximum of 5% (of the cost of the subcontract work excluding subcontractor fixed fee) as a fixed fee.

ARTICLE 84: CLAIMS FOR EXTRA COST

No claims for extra Work or cost will be allowed unless the same were done in pursuance of a written order of the OWNER as aforesaid, and the claim presented with the first estimate after the changed or extra Work is done. When the Work is performed under terms specified elsewhere in the Contract, the CONTRACTOR shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and upon the OWNER'S request, give him full access to the accounts relating thereto.

ARTICLE 85: CHANGES AND MODIFICATIONS

The OWNER reserves the right to delete or cancel any item or items or parts thereof as listed in the bid, without recourse by the CONTRACTOR. The OWNER also reserves the right to add to any item as listed in the bid. The compensation to be paid to the CONTRACTOR for such additional extensions, appurtenances, or items shall be made under the applicable items in the bid. If no applicable items are provided in the bid, the compensation to be paid the CONTRACTOR shall be set forth under the article entitled "Changes in the Work" as found herein.

ARTICLE 86: ACCEPTANCE OF THE FINAL PAYMENT CONSTITUTES RELEASE

The acceptance of the Final Payment by the CONTRACTOR shall be and shall operate as a release to the OWNER for all claims and all liability to the CONTRACTOR for all things done or furnished in connection with this Work and for every act or neglect of the OWNER and others relating to or arising out of this Work. No payment, however, final or otherwise, shall operate as a release of the CONTRACTOR or his Surety from any obligations under this Contract.

END OF DOCUMENT

SECTION 008500 - PREVAILING WAGE RATES

The State of Rhode Island Department of Labor, Division of Professional Regulation General Decision Modification document current as of bid posting date for this Project, is an integral part of the Bid Documents for use in fulfilling prevailing wage rate requirements. A copy is available on the web site of the State of Rhode Island Department of Administration, Division of Purchases.

The Division of Purchases Web Site Address:

<http://www.purchasing.ri.gov/bidinfo/geninfo/geninfo.aspx> <http://www.purchasing.state.ri.us/Info.asp>

Click on "Prevailing Wage Table."

END OF SECTION

SECTION 009000 - ADDENDA AND MODIFICATIONS

ADDENDUM NO. 1 - (date)

FROM: CCRI

TO: Prospective Bidders

This Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated _____ Addendum No. [1] Issue dated _____, with amendments and additions noted below.

Acknowledge receipt of this Addendum in the space provided in the Bid Form. Failure to do so may disqualify the Bidder.

This Addendum consists of ___ pages.

CHANGES TO PROJECT MANUAL

DOCUMENT 00 00 00

CHANGES TO DRAWINGS

ADDITIONAL COMMENTS AND INFORMATION

END OF ADDENDUM NO. 1

SECTION 012000 - PRICE AND PAYMENT PROCEDURES

PART I - GENERAL

I.1 SECTION INCLUDES

- A. Schedule of values.
- B. Applications for payment.
- C. Sales tax exemption.
- D. Change procedures.
- E. Defect assessment.

I.2 SCHEDULE OF VALUES

- A. Submit a printed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet
- B. Submit Schedule of Values in duplicate, one copyrighted original and one copy, within 15 days after date of receipt of a Purchase Order from the State Division of Purchases.
- C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section. Identify site mobilization, bonds and insurance.
- D. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.
- E. Revise schedule to list approved Change Orders, with each Application for Payment.

I.3 APPLICATIONS FOR PAYMENT

- A. Submit each application on an original copyrighted AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet, accompanied by three copies.
 - 1. Individually sign and notarize, and emboss with notary's official seal, the original and each of the three copies.
 - 2. Applications not including original copyrighted AIA G702, and G703 Forms, will be rejected, and returned for resubmittal.
 - 3. Applications not properly signed and notarized will be rejected, and returned for re-submittal.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Provide one copy of the updated construction schedule with each Application for Payment submission.
 - 1. Provide a statement signed by the Contractor's firm principal certifying that there are no unidentified outstanding claims for delay.
- D. Include with each monthly Application for Payment, following the first application, one copy of the Certified Monthly Payroll Record for the previous month's pay period.
- E. Payment Period: Submit at intervals stipulated in the Agreement.
- F. Submit with transmittal letter as specified for Submittals in Section 01 33 00.
- G. Beginning with the second Application for Payment, Contractor's right to payment must be substantiated by documenting, on a copy of the CCRI Waiver of Lien Form included in Document 00 61 40 - Waiver of Lien Form in this Project Manual, that payment monies due, less retainage not exceeding ten percent, have been paid in full to subcontractor and suppliers for work, materials, or rental of equipment billed for under specific line item numbers in the immediately preceding application.
- H. Substantiating Data: When the Architect requires substantiating information, submit data justifying dollar amounts in question. Include the following with the Application for Payment:
 - 1. Record Documents as specified in Section 01780, for review by the Owner which will be returned to the Contractor.
 - 2. Affidavits attesting to off-site stored products.
 - 3. Construction progress schedules, revised and current as specified in Section 01 30 00.

I.4 SALES TAX EXEMPTION

- A. Owner is exempt from sales tax on products permanently incorporated in Work of the Project.
 - 1. Obtain sales tax exemption certificate number from Owner.
 - 2. Place exemption certificate number on invoice for materials incorporated in the Work of the Project.
 - 3. Furnish copies of invoices to Owner.
 - 4. Upon completion of Work, file a notarized statement with Owner that all purchases made under exemption certificate were entitled to be exempt.
 - 5. Pay legally assessed penalties for improper use of exemption certificate number.

1.5 CHANGE PROCEDURES

- A. Submittals: Submit name of the individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. The Owner will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time by issuing supplemental instructions on AIA Form G710
- C. The Owner may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within 15 days.
- D. The Contractor may propose changes by submitting a request for change to the Owner, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation, and a statement describing the effect on Work by separate or other Contractors. Document any requested substitutions in accordance with Section 01 60 00.
- E. Stipulated Sum Change Order: Based on Proposal Request, and Contractor's fixed price quotation, or Contractor's request for a Change Order as approved by Owner.
- F. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute the Work under a Construction Change Directive. Changes in the Contract Sum or Contract Time will be computed as specified for a Time and Material Change Order.
- G. Construction Change Directive: Owner may issue a directive, on AIA Form G713 Construction Change Directive, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in the Contract Sum or Contract Time. Promptly execute the change.
- H. Time and Material Change Order: Submit an itemized account and supporting data after completion of the change, within the time limits indicated in the Conditions of the Contract. The Owner will determine the change allowable in the Contract Sum and Contract Time as provided in the Contract Documents.
- I. Maintain detailed records of work done on a Time and Material basis. Provide full information required for an evaluation of the proposed changes, and to substantiate costs for the changes in the Work.
- J. Document each quotation for a change in cost or time with sufficient data to allow an evaluation of the quotation. Provide detailed breakdown of costs and estimates for labor and materials including a detailed breakdown for subcontractor's or vendor's Work. Include copies of written quotations from subcontractors or vendors.
- K. Change Order Forms: AIA G701 Change Order.
- L. Execution of Change Orders: The Owner will issue Change Orders for signatures of the parties as provided in the Conditions of the Contract.
- M. Correlation Of Contractor Submittals:
 - 1. Promptly revise the Schedule of Values and the Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
 - 2. Promptly revise progress schedules to reflect any change in the Contract Time, revise sub-schedules to adjust times for any other items of work affected by the change, and resubmit.
 - 3. Promptly enter changes in the Project Record Documents.

1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Owner, it is not practical to remove and replace the Work, the Owner will direct an appropriate remedy or adjust payment.
- C. The defective Work may remain, but the unit sum will be adjusted to a new sum at the discretion of the Owner.
- D. The defective Work will be partially repaired to the instructions of the Owner, and the unit sum will be adjusted to a new sum at the discretion of the Owner.
- E. The individual Specification Sections may modify these options or may identify a specific formula or percentage sum reduction.
- F. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected products.

END OF SECTION

SECTION 013000 - ADMINISTRATIVE PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Site Administration
- B. Construction Progress Schedules
- C. Coordination and project conditions.
- D. Preconstruction meeting.
- E. Site mobilization meeting.
- F. Progress meetings.
- G. Preinstallation meetings.

1.2 SITE ADMINISTRATION

- A. Maintain a daily attendance log to include the names of all project employees and guests to the site. The log sheet, or sheets, must clearly indicate the Project Name, and the name of the General Contractor. Each line in the log should allow for the name of that employee, the employee's job title (use terminology used by prevailing wage job title), and the name of that employee's employer. Each quest signing the log should indicate a brief description of the reason for the visit, the quest's employer or organization.

1.3 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate the scheduling, submittals, and the Work of the various Sections of the Project Manual to ensure an efficient and orderly sequence of the installation of interdependent construction elements.
- B. Verify that the utility requirements and characteristics of the operating equipment are compatible with the building utilities. Coordinate the Work of the various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate the space requirements, supports, and installation of the mechanical and electrical Work, which are indicated diagrammatically on the Drawings. Follow the routing shown for the pipes, ducts, and conduit, as closely as practicable; place runs parallel with the lines of the building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. Coordinate the completion and clean up of the Work of the separate Sections in preparation for Substantial Completion.

1.4 PRECONSTRUCTION MEETING

- A. The Owner will schedule a meeting after a Purchase Order is issued to the Contractor by the CCRI Department of Purchasing.
- B. Attendance Required: Owner and Contractor.
- C. Agenda:
 - 1. Distribution of the Contract Documents.
 - 2. Submission of a list of Subcontractors, a list of products, schedule of values, and a progress schedule.
 - 3. Designation of the personnel representing the parties in the Contract.
 - 4. The procedures and processing of the field decisions, submittals, substitutions, applications for payments, proposal requests, Change Orders, and Contract closeout procedures.
 - 5. Scheduling.
 - 6. Record the minutes and distribute copies within two days after the meeting to the participants, with two copies to the Owner, the participants, and those affected by the decisions made.

1.5 SITE MOBILIZATION MEETING

- A. The Owner will schedule a meeting at the Project site prior to the Contractor's occupancy.
 - 1. Attendance Required: The Owner, Special Consultants, and, Contractor, the Contractor's Superintendent, and major Subcontractors.
 - 2. Agenda:
 - a. Use of the premises by the Owner and the Contractor.
 - b. The Owner's requirements [and [partial] occupancy].
 - c. Security and housekeeping procedures.
 - d. Schedules.
 - e. Application for payment procedures.

3. Record the minutes and distribute the copies within two days after the meeting to the participants, with two copies to the Architect, Owner, participants, and those affected by the decisions made.

1.6 PROGRESS MEETINGS

- A. Schedule and administer the meetings throughout the progress of the Work at weekly or no more than monthly intervals.
- B. Make arrangements for the meetings, prepare the agenda with copies for the participants, and preside at the meetings.
- C. Attendance Required: The job superintendent, major subcontractors and suppliers, the Owner as appropriate to agenda topics for each meeting.
- D. Agenda:
 1. Review the minutes of previous meetings.
 2. Review of the Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of the problems which impede the planned progress.
 5. Review of the submittals schedule and status of the submittals - **Note all submittals required within 15 days of receipt of P.O.**
 6. Review of the off-site fabrication and delivery schedules.
 7. Maintenance of the progress schedule.
 8. Corrective measures to regain the projected schedules.
 9. Planned progress during the succeeding work period.
 10. Coordination of the projected progress.
 11. Maintenance of the quality and work standards.
 12. Effect of the proposed changes on the progress schedule and coordination.
 13. Other business relating to the Work.
 14. Record the minutes and distribute the copies within two days after the meeting to the participants, with two copies to the Owner, participants, and those affected by the decisions made.

1.7 PREINSTALLATION MEETING

- A. When required in the individual specification Sections, convene a preinstallation meeting at the site prior to commencing the Work of the Section.
- B. Require attendance of the parties directly affecting, or affected by, the Work of the specific Section.
- C. Notify the Owner four days in advance of the meeting date.
- D. Prepare an agenda and preside at the meeting:
 1. Review the conditions of installation, preparation and installation procedures.
 2. Review coordination with the related work.
 3. Record the minutes and distribute the copies within two days after the meeting to the participants, with two copies to the Owner, participants, and those affected by the decisions made.

END OF SECTION

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Product data.
- E. Shop drawings.
- F. Samples.
- G. Design data.
- H. Test reports.
- I. Certificates.
- J. Manufacturer's instructions.
- K. Manufacturer's field reports.

1.2 SUBMITTAL PROCEDURES

- A. Submittal:
 - 1. Submit one complete, all inclusive submittal within 10 days of issuance of PO.
 - 2. Show the date submittal was sent, days since submittal was sent, status of submittal, date submittal was received in return, and any date associated with re-submittals.
 - 3.
 - a. Transmit each submittal with a dated Architect accepted transmittal form.
 - b. Sequentially number the transmittal form. Mark the revised submittals with an original number and a sequential alphabetic suffix.
 - c. Identify the Project, Contractor, subcontractor and supplier; the pertinent drawing and detail number, and the specification Section number, appropriate to the submittal.
 - d. Apply a Contractor's stamp, signed or initialed, certifying that the review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of the information is in accordance with the requirements of the Work and the Contract Documents.
 - e. For each submittal for review, allow 10 days excluding the delivery time to and from the Contractor.
 - f. Identify the variations from the Contract Documents and the Product or system limitations which may be detrimental to a successful performance of the completed Work.
 - g. When revised for resubmission, identify the changes made since the previous submission.
 - i. Distribute copies of the reviewed submittals as appropriate. Instruct the parties to promptly report an inability to comply with the Contract requirements.
 - j. Submittals not requested will not be recognized or processed.
 - k. Submittals Prepared Using Copyrighted AIA Forms:
 - 1) Use only original copyrighted forms for the first typed copy of each submission. Do not use unauthorized duplications of copyrighted forms for the first typed copy.
 - 2) Proceed to reproduce one or more copies of the first typed copy as may be required.
 - 3) Copyrighted forms are those printed forms purchasable through an authorized outlet, or reproduced electronically under license from the AIA Electronic Document Service.

1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit Schedules within 5 days after the date of receipt of a Purchase Order from CCRI Department of Purchasing for coordination with the Owner's requirements.
- 1.4 PRODUCT DATA
- A. Product Data: Submit to the Owner for review for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Provide copies and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 78 00.
 - B. Submit the number of copies which the Contractor requires, plus two copies the Owner will retain.
 - C. Mark each copy to identify the applicable products, models, options, and other data. Supplement the manufacturers' standard data to provide the information specific to this Project.
 - D. Indicate the product utility and electrical characteristics, the utility connection requirements, and the location of utility outlets for service for functional equipment and appliances.
 - E. After a review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01 78 00.
- 1.5 SHOP DRAWINGS
- A. Shop Drawings: Submit to the Owner for review for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Produce copies and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 78 00.
 - B. Indicate the special utility and electrical characteristics, the utility connection requirements, and the location of utility outlets for service for functional equipment and appliances.
 - C. Submit in the form of one reproducible transparency and one opaque reproduction.
- 1.6 SAMPLES
- A. Samples: Submit to the Owner for review for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Produce duplicates and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 78 00.
 - 1. Submit samples to illustrate the functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate the sample submittals for interfacing Work.
 - 2. Include identification on each sample, with the full Project information.
 - 3. Submit the number of samples specified in the individual specification Sections; the Owner will retain one sample.
 - 4. Reviewed samples, which may be used in the Work, are indicated in the individual specification Sections.
 - 5. Samples will not be used for testing purposes unless they are specifically stated to be in the specification Section.
- 1.7 DESIGN DATA
- A. Submit for the Owners knowledge.
 - B. Submit for information for the limited purpose of assessing conformance with the information given and the design concept expressed in the Contract Documents.
- 1.8 TEST REPORTS
- A. Submit for the Owners knowledge.
 - B. Submit test reports for information for the limited purpose of assessing conformance with the information given and the design concept expressed in the Contract Documents.
- 1.9 CERTIFICATES
- A. When specified in the individual specification Sections, submit certification by the manufacturer, installation/application subcontractor, or the Contractor to the Owner, in the quantities specified for the Product Data.
 - 1. Indicate that the material or product conforms to or exceeds the specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on the material or product, but must be acceptable to the Owner.
- 1.10 MANUFACTURER'S INSTRUCTIONS
- A. When specified in the individual specification Sections, submit printed instructions for delivery, storage, assembly, installation, [start-up.] adjusting, and finishing, to

the Owner for delivery to the Owner in the quantities specified for Product Data.

- B. Indicate the special procedures, and the perimeter conditions requiring special attention, and the special environmental criteria required for application or installation.

1.11 MANUFACTURER'S FIELD REPORTS

- A. Submit reports for the Architect's benefit as contract administrator or for the Owner.
- B. Submit the report in duplicate within 30 days of observation to the Owner for information.
- C. Submit for information for the limited purpose of assessing conformance with the information given and the design concept expressed in the Contract Documents.

PART 2 - PRODUCTS

2.1 Not Used.

PART 3 - EXECUTION

3.1 Not Used.

END OF SECTION

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality control and control of installation.
- B. Verification of Credentials and Licenses.
- C. Tolerances
- D. References.

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor a quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of the specified quality.
- B. Comply with the manufacturers' instructions, including each step in sequence.
- C. When the manufacturers' instructions conflict with the Contract Documents, request a clarification from the Architect before proceeding.
- D. Comply with the specified standards as a minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform the Work by persons qualified to produce the required and specified quality.
- F. Verify that field measurements are as indicated on the Shop Drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 VERIFICATION OF CREDENTIALS AND LICENSES

- A. The Owner has implemented a project management oversight process and is applying it to current construction projects at CCRI.
- B. An element of this oversight process is the verification that persons employed on the project site have appropriate and current credentials and licenses in their possession, at the project site, for the work they are performing.
- C. Those persons without the appropriate credentials and licenses will be subject to dismissal from the project site.

1.4 TOLERANCES

- A. Monitor the fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with the manufacturers' tolerances. When the manufacturers' tolerances conflict with the Contract Documents, request a clarification from the Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.5 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by the date of issue current on the date of the Contract Documents, except where a specific date is established by code.
- C. Obtain copies of the standards where required by the product specification Sections.
- D. When the specified reference standards conflict with the Contract Documents, request a clarification from the Architect before proceeding.
- E. Neither the contractual relationships, duties, or responsibilities of the parties in the Contract, nor those of the Architect, shall be altered from the Contract Documents by mention or inference otherwise in reference documents.

PART 2 - PRODUCTS

2.1 Not Used.

PART 3 - EXECUTION

3.1 Not used.

END OF SECTION

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Transportation, handling, storage and protection.
- B. Product option requirements.
- C. Substitution limitations and procedures.

1.2 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.1 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Do not use products having any of the following characteristics:

2.2 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.

PART 3 EXECUTION

3.1 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.2 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

- G. Prevent contact with material that may cause corrosion, discoloration, or staining.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 017800 - CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.2 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Individual Product Sections: Specific requirements for operation and maintenance data.
- C. Individual Product Sections: Warranties required for specific products or Work.

1.3 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
 - 1. Submit electronic copy and 2 print copies.
- B. Operation and Maintenance Data:
 - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit two sets of revised final documents in final form within 10 days after final inspection. One electronic copy and 2 print copies required.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTIONS

3.1 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Changes made by Addenda and modifications.
- F. Record Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Contract drawings.

3.2 MAINTENANCE DATA

- A. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

3.3 MAINTENANCE MANUALS

- A. Prepare data in the form of an owners' manual.
- B. Binder: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size.
- C. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Contractor, Subcontractors, and major equipment suppliers.
 - 2. Part 2: Maintenance instructions arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - 3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Photocopies of warranties and bonds.

3.4 WARRANTIES AND BONDS

- A. Warranty period shall commence at date of substantial completion.
- B. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- C. Verify that documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Retain warranties and bonds until time specified for submittal.
- F. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

END OF SECTION

DRAFT AIA® Document A305™ - 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: <>

ADDRESS: <>

SUBMITTED BY: <>

NAME: <>

ADDRESS: <>

PRINCIPAL OFFICE: <>

[<>] Corporation

[<>] Partnership

[<>] Individual

[<>] Joint Venture

[<>] Other <>

NAME OF PROJECT: (if applicable) <.>

TYPE OF WORK: (file separate form for each Classification of Work)

[<>] General Construction

[<>] HVAC

[<>] Electrical

[<>] Plumbing

[<>] Other: (Specify) <>

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? <>

§ 1.2 How many years has your organization been in business under its present business name? <>

§ 1.2.1 Under what other or former names has your organization operated?

<>

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: <>

§ 1.3.2 State of incorporation: <>

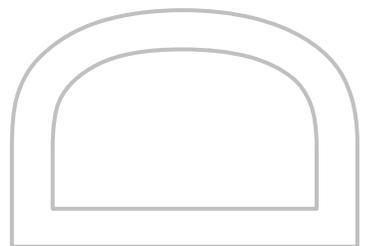
§ 1.3.3 President's name: <>

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.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.



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§ 1.3.4 Vice-president's name(s)

<< >>

§ 1.3.5 Secretary's name: << >>

§ 1.3.6 Treasurer's name: << >>

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization: << >>

§ 1.4.2 Type of partnership (if applicable): << >>

§ 1.4.3 Name(s) of general partner(s)

<< >>

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization: << >>

§ 1.5.2 Name of owner:

<< >>

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

<< >>

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

<< >>

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

<< >>

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

<< >>

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

<< >>

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

<< >>

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

<< >>

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

<< >>

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

<< >>

§ 3.4.1 State total worth of work in progress and under contract:

<< >>

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

<< >>

§ 3.5.1 State average annual amount of construction work performed during the past five years:

<< >>

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

<< >>

§ 4 REFERENCES

§ 4.1 Trade References:

<< >>

§ 4.2 Bank References:

<< >>

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

<< >>

§ 4.3.2 Name and address of agent:

<< >>

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

« »

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

« »

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

« »

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

« »

§ 6 SIGNATURE

§ 6.1 Dated at this « » day of « » « »

Name of Organization: « »

By: « »

Title: « »

§ 6.2

« »

M « » being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this « » day of « » « »

Notary Public: « »

My Commission Expires: « »

Bid Bond

CONTRACTOR:
(Name, legal status and address)

<< >><< >>
<< >>

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

<< >><< >>
<< >>

OWNER:
(Name, legal status and address)

<< >><< >>
<< >>

BOND AMOUNT: \$ << >>

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

<< .>>
<< >>
<< >>

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

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

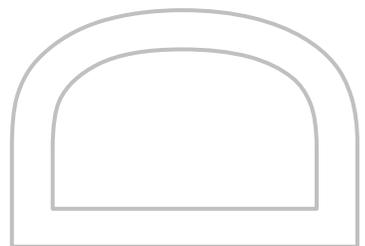
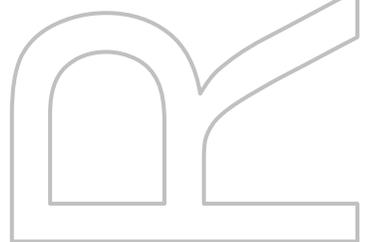
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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



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.

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



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Signed and sealed this « » day of « », « »

(Witness)

(Witness)

« »

(Contractor as Principal) (Seal)

« »

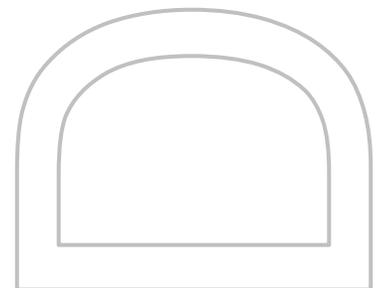
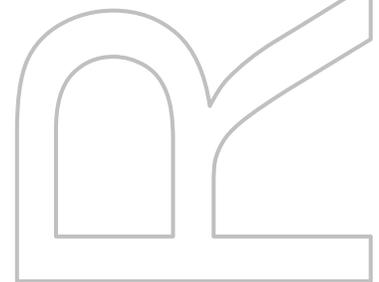
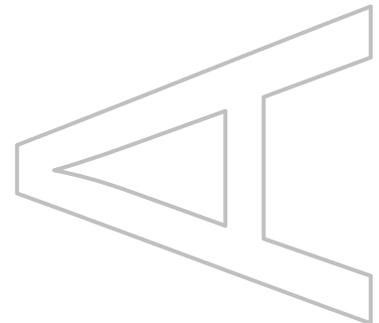
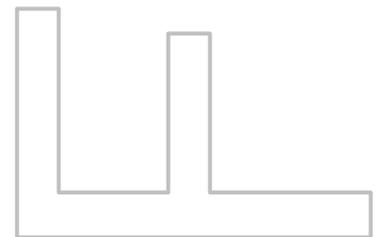
(Title)

« »

(Surety) (Seal)

« »

(Title)



DRAFT AIA[®] Document A312[™] - 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

« »
« »

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

« »
« »

OWNER:
(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:
(Name and location)

« .»
« »

BOND

Date:
(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: « » None « » See Section 18

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title: « »
« »

Signature: _____
Name and Title: « »
« »

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

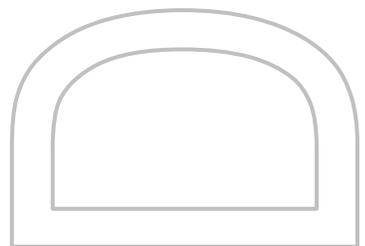
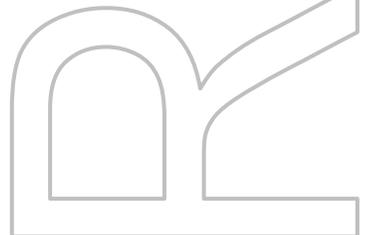
OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

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



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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

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

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

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

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

§ 18 Modifications to this bond are as follows:

<< >>

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

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title:

Address:

<< >><< >>

<< >>

Signature:

Name and Title:

Address:

<< >><< >>

<< >>

Performance Bond

CONTRACTOR:
(Name, legal status and address)

<< >>
<< >>

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

<< >>
<< >>

OWNER:
(Name, legal status and address)

<< >>
<< >>

CONSTRUCTION CONTRACT

Date: << >>
Amount: \$ << >>

Description:
(Name and location)
<< .>
<< >>

BOND

Date:
(Not earlier than Construction Contract Date)
<< >>

Amount: \$ << >>
Modifications to this Bond: << >> None << >> See Section 16

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature:
Name and << >>
Title:

Signature:
Name and << >>
Title:

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
<< >>
<< >>
<< >>

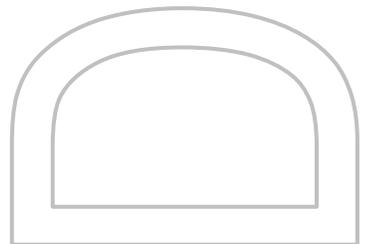
OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
<< >>
<< >>
<< >>
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<< >>



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

« »

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

CONTRACTOR AS PRINCIPAL

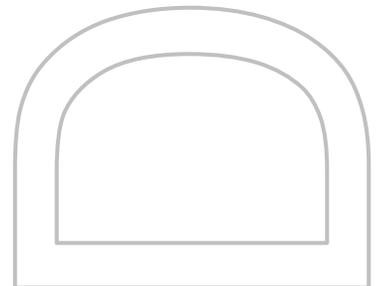
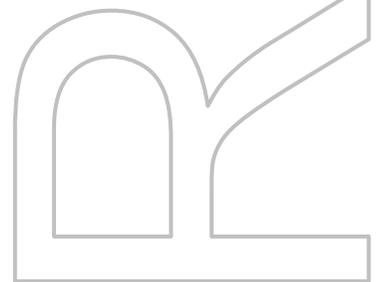
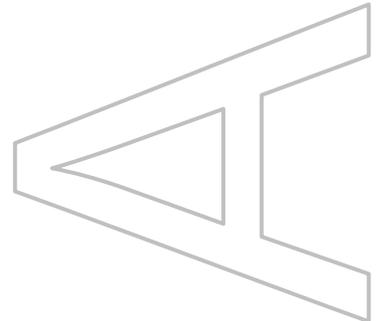
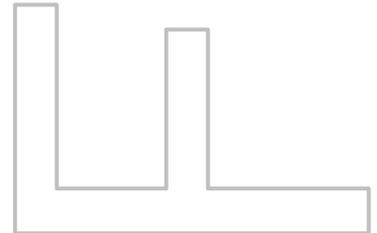
SURETY

Company: (Corporate Seal)

Company: (Corporate Seal)

Signature: _____
Name and Title: « »« »
Address: « »

Signature: _____
Name and Title: « »« »
Address: « »



DRAFT AIA[®] Document G706A[™] - 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Sample Affidavit of Release of Liens Sample TO OWNER: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER: CONTRACT FOR: CONTRACT DATED:	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> SURETY: <input type="checkbox"/> OTHER: <input type="checkbox"/>
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STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

