

# SOLICITATION INFORMATION

May 5, 2011

**RFQ #7448613**

**TITLE: EXTERIOR CONCRETE REPAIRS, POWERS  
BUILDING, DOA**

**CLOSING DATE AND TIME: 6/7/11 AT 1:45 PM**

**PRE-BID/ PROPOSAL CONFERENCE: YES**

**DATE: 5/24/11 TIME: 10:00 AM**

**MANDATORY: NO**

**LOCATION: DOA – MEET AT FRONT ENTRANCE  
CAPITOL POLICE DESK  
1 CAPITOL HILL  
PROVIDENCE, RI**

**SURETY REQUIRED: YES**

**BOND REQUIRED: YES**

**JOHN O'HARA II**  
**CHIEF BUYER**



JOH:da

**Vendors register on-line at the State Purchasing Website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)  
to be able to download a Bidder Certification Cover Form.**

**THIS PAGE IS NOT A BIDDER CERTIFICATION FORM**

SECTION 00020 – INVITATION TO BID RFQ #7448613

## OWNER:

State of Rhode Island  
Department of Administration  
Building Commission  
One Capitol Hill  
Providence, RI 02908

## DESIGNER OF RECORD:

Edward Rowse Architects, Inc  
115 Cedar Street  
Providence, RI 02903

Contractors are invited to submit sealed bids to the State of Rhode Island, Office of Purchasing, One Capitol Hill, Providence, Rhode Island 02908-5859

DATE DUE: 6/7/11 AT 1:45 PM

## PROJECT:

**Exterior Concrete Repairs  
RI Department of Administration  
One Capitol Hill  
Providence, Rhode Island**

PROJECT COMPLETION: 90 Calendar Days

Bidder is required to provide Bid Security in the form of a Bid Bond, or a certified check payable to the State of Rhode Island, in the amount of a sum not less than five percent (5%) of the Bid Price. Refer to other Bidding requirements described in Instructions to Bidders of the bid documents

Bidders' attention is referred to State requirements pertaining to conditions of employment to be observed and wage rates to be paid under the Contract for this project, as on file in the Rhode Island Department of Labor, Office of the Director. Bidders are subject to terms, conditions and provisions of Chapters 2, 12, 13 and 14 1 of Title 37, General Laws of the State of Rhode Island 1956, as amended.

This project is subject to Chapter 37-14.1.7 of the Rhode Island General Laws and regulations promulgated there-under, which require that ten percent of the dollar value of work performed on this project be performed by minority business enterprises

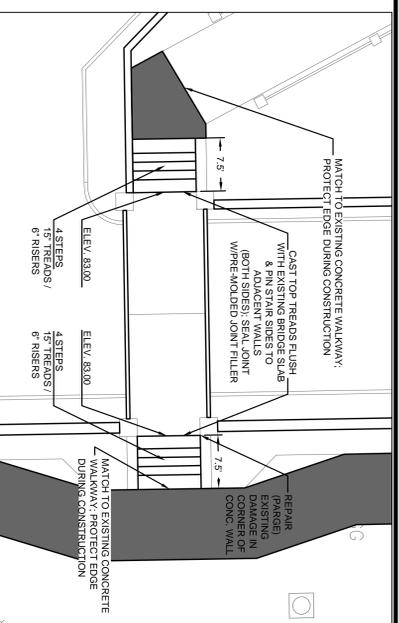
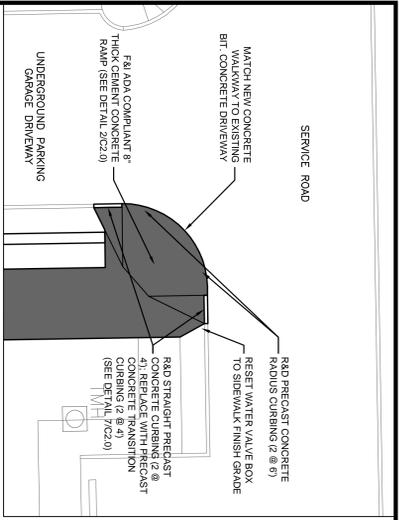
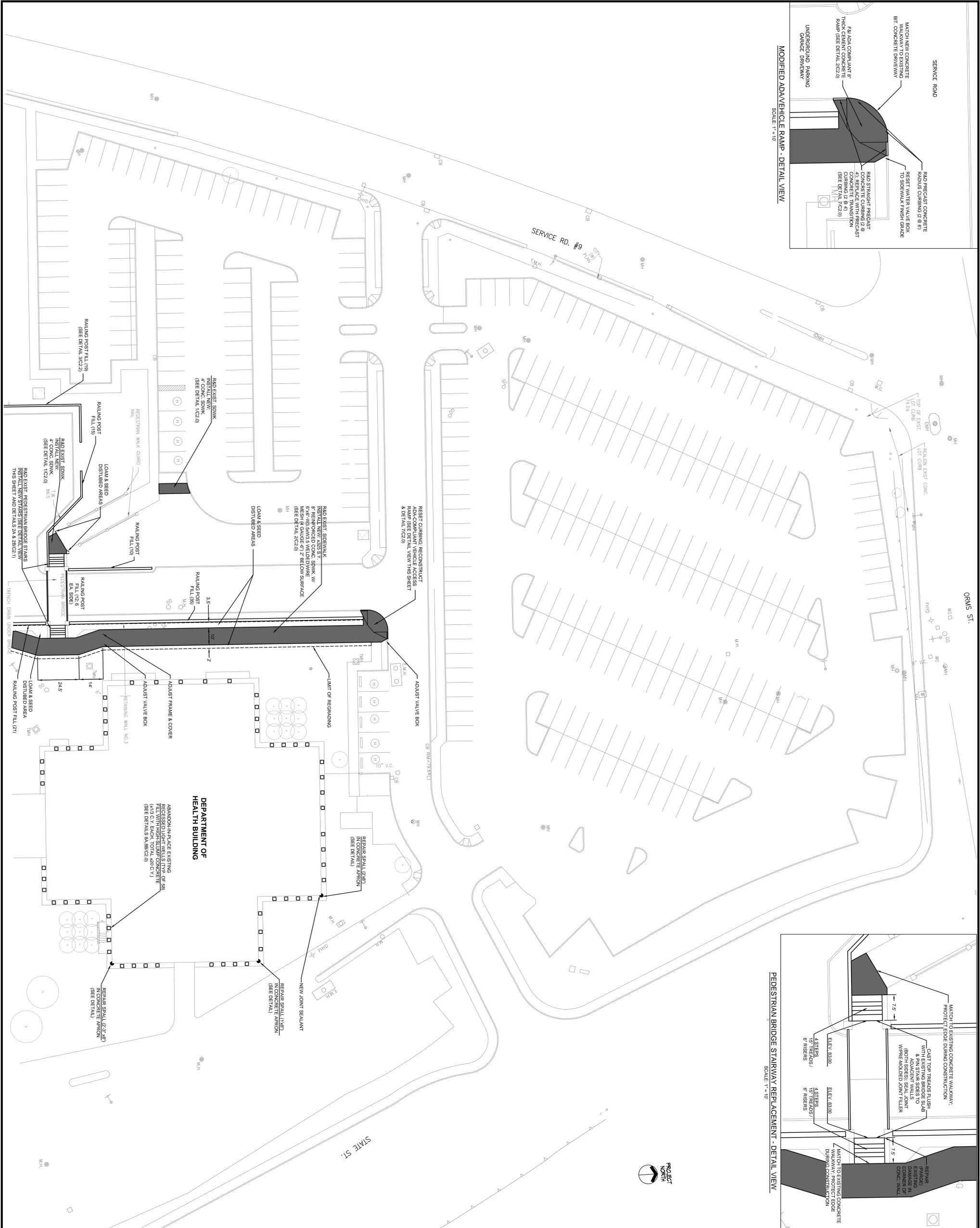
A **PRE-BID** conference will be held by the Owner, as follows:

Date: 5/24/2011  
Time: 10:00 AM  
Location: DOA – William Powers Building  
Meet at Front Entrance (Capitol Police Desk)  
1 Capitol Hill  
Providence, RI 02908

The Owner reserves the right to accept or reject any or all bids.

John O'Hara, Chief Buyer

END OF SECTION



ORMS ST.

SERVICE RD. #9

STATE ST.

DEPARTMENT OF HEALTH BUILDING



PROJECT NORTH

**BETA Group, Inc.**  
 Engineers - Scientists - Planners  
 6 Blackstone Valley Place  
 Lincoln, RI 02865  
 401.333.2382  
 email: BETA@BETAI.com

**Edward Rowse**  
 A. R. C. H. I. E. I. S.  
 15 Cedar Street  
 Providence, RI 02903-1882  
 Massachusetts Office  
 (800) 331-9200  
 Fax: (401) 331-6100  
 (380) 252-3406  
 email: rowse@rowse.com

**SITE IMPROVEMENTS**  
**WILLIAM E. POWERS BUILDING**  
 ONE CAPITOL HILL  
 PROVIDENCE, RHODE ISLAND  
  
 STATE OF RHODE ISLAND  
 PROVIDENCE, RHODE ISLAND  
**Edward Rowse**

**GENERAL NOTES**  
 1. MATERIALS AND METHODS OF CONSTRUCTION, FINISHES, AND THE CLEAN STREET PROVISIONS, ETC., SHALL BE AS SPECIFIED IN THE CONTRACT DOCUMENTS.  
 2. CONTRACTOR SHALL CALL "TRIGGER" AT THE END OF EACH DAY'S WORK EXCLUDING SATURDAY'S, SUNDAYS AND HOLIDAY LOCATIONS. ONLY DISCUSS WITH THE ARCHITECT.  
 3. EXISTING UTILITIES HAVE BEEN NOTED FROM THE BEST AVAILABLE DATA AND ARE APPROXIMATE ONLY. PRIOR TO ALL EXISTING UTILITIES AND NOTIFY ALL UTILITY COMPANIES OR PUBLIC AGENCIES.

		Date:	MARCH 7, 2011
		Drawn By:	ALZ
		Proj. Mgr.:	KMA
		Revisions:	
No.	Date	Description	
Site Plan No. 1 (North Side)			
<h1>C1.0</h1>		Scale: 1"=20' 2 of 6	









STATE OF RHODE ISLAND  
 PROVIDENCE, RHODE ISLAND

**Edward Rowse**  
 A. R. C. H. I. E. I. S.

175 Cedar Street  
 Providence, RI 02903-1882 Fax: (401) 331-9270  
 Massachusetts Office (381) 252-3446  
 e-mail: rowse@rowseinc.com

THESE DRAWINGS AND SPECIFICATIONS, INCLUDING ANY ADDENDUMS, AMENDMENTS, CHANGES, AND NOTICES, ARE THE PROPERTY OF EDWARD ROWSE INC. AND SHALL REMAIN THE PROPERTY OF EDWARD ROWSE INC. WHETHER OR NOT THEY ARE LOANED, REPRODUCED, COPIED, OR IN ANY MANNER DISCLOSED TO ANY OTHER PARTY. NO PART OF THESE DRAWINGS OR SPECIFICATIONS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF EDWARD ROWSE INC.

**BETA Group, Inc.**  
 Engineers - Scientists - Planners

6 Blackstone Valley Place  
 Lincoln, RI 02865  
 401.333.2382

e-mail: BETA@BETAI.com

**GENERAL NOTES**

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EXISTING UTILITIES AND NOTIFY ALL UTILITY COMPANIES (PUBLIC AND PRIVATE).
2. CONTRACTOR SHALL CALL "BETTER" AT 1888.928.8287 AT LEAST 72 HOURS EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS TO OBTAIN LOCATION OF ALL EXISTING UTILITIES.
3. EXISTING UTILITIES HAVE BEEN NOTED FROM THE BEST AVAILABLE DATA AND ARE APPROXIMATE ONLY. PRIOR TO ALL EXISTING UTILITIES AND NOTIFY ALL UTILITY COMPANIES (PUBLIC AND PRIVATE).

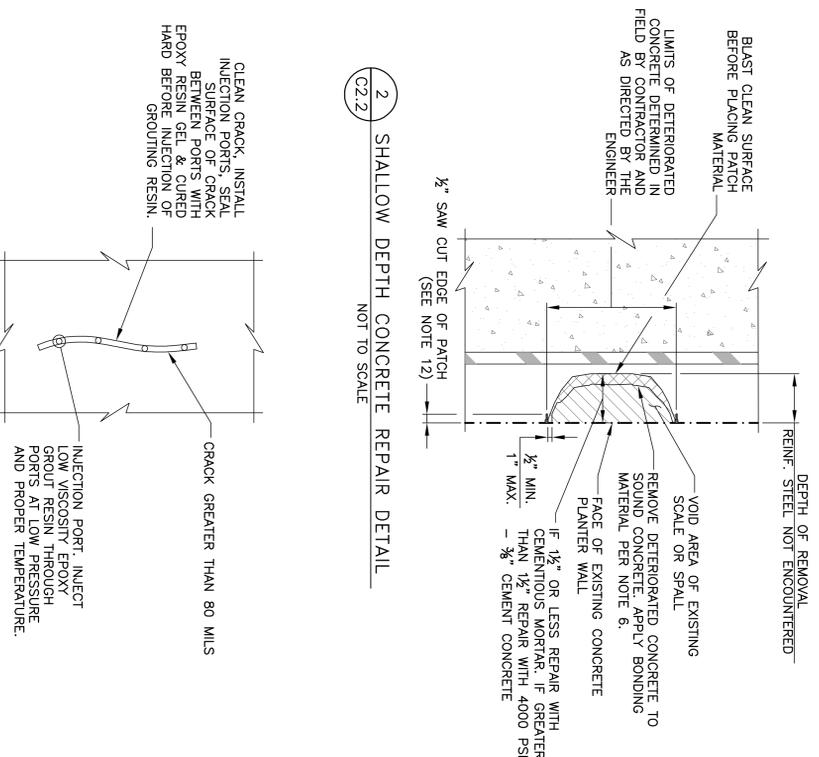
7. CONCRETE REPAIR WORK INCLUDES REMOVING ALL DETRIORATED, LOOSE, SPALLED, POPCORNEDED AND MAP CRACKED CONCRETE, CONCRETE WHICH HAS SPALLED OR OTHERWISE DETRIORATED ADJACENT TO SURFACE CRACK SHALL BE REPAIRED. REINFORCED STEEL REPAIR WORK INCLUDES REPLACEMENT OF DETRIORATED REINFORCING AND CLEANING OF EXPOSED SURFACE AND REINFORCING BARS AS DIRECTED BY THE ENGINEER.
8. CRACKS THAT ARE 80 MILS OR GREATER IN WIDTH SHALL BE REPAIRED BY EPOXY INJECTION CRACK REPAIR.
9. CRACKS THAT ARE LESS THAN 80 MILS IN WIDTH TO BE REPAIRED AS DIRECTED BY THE ENGINEER.
10. WHERE PATCHING AND EPOXY INJECTION WORK OVERLAP AS SHOWN, EPOXY INJECTION SHALL BE PERFORMED BEFORE PATCHING.
11. ALL DETRIORATED AREAS SHALL BE DELINEATED BY A 1/2" SAWCUT. THE COST OF SAWCUTTING SHALL BE INCLUDED IN THE RESPECTIVE CONCRETE REPAIR ITEM.
12. ALL EXPOSED STEEL SHALL BE THOROUGHLY BLAST CLEANED TO A WHITE METAL FINISH AND COATED WITH EPOXY. BLAST CLEANING AND EPOXY SHALL BE INCLUDED IN THE RESPECTIVE CONCRETE REPAIR ITEM.
13. ALL SURFACES SHALL BE RUBBED TO PRODUCE A SMOOTH FINISH. NO ADDITIONAL MATERIAL SHALL BE ADDED TO CONCRETE.
14. EPOXY RESIN GEL AND LOW VISCOSITY EPOXY GROUT SHALL CONFORM TO ASTM C-891, TYPES I & II, CLASS B & C. EPOXY RESIN GEL SHALL BE GRADE 3 AND LOW VISCOSITY EPOXY GROUT SHALL BE GRADE 1.
15. ALL WORK SHALL CONFORM TO THE REQUIREMENTS SECTION 837 "REPAIRS TO STRUCTURAL CONCRETE MASONRY WITH INTEGRALLY COLOR CONCRETE OR PATCHING MORTAR" OF THE LATEST EDITION OF THE RHODE ISLAND DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

**LEGEND:**  
 DETERIORATED CONCRETE TO BE REMOVED.  
 EXPOSED REINFORCING STEEL.

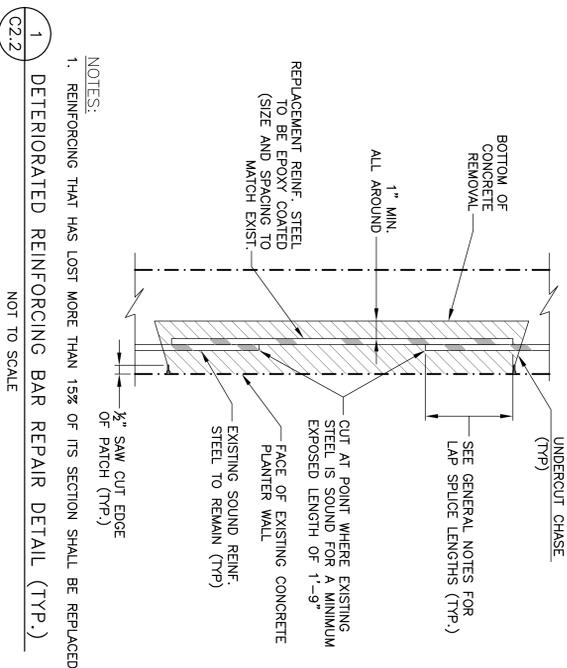
**CONCRETE REPAIR NOTES:**

1. THE ACTUAL LOCATIONS AND EXTENT OF VARIOUS TYPES OF CONCRETE REPAIR WILL BE DETERMINED IN THE FIELD. THE CONTRACTOR SHALL REPAIR ALL AREAS DETERMINED NECESSARY AS DIRECTED BY THE ENGINEER AFTER THE CONTRACTOR HAS SOUNDED AND MARKED OUT ALL REPAIR AREAS.
2. AREAS REQUIRING REPAIRS THAT ARE GREATER 1 1/2" INCHES DEEP SHALL BE REPAIRED USING 4000 PSI - 3/4" CEMENT CONCRETE.
3. IF DURING REMOVAL OF DETRIORATED CONCRETE, THE CONTRACTOR REPAIRS EXISTING REINFORCED CONCRETE, THE CONTRACTOR SHALL REPAIR ALL ADDITIONAL CONCRETE REMOVAL, PATCHING MATERIAL, CLEANING EXISTING REINFORCING STEEL AND PATCHING MATERIAL. THE CONTRACTOR SHALL REPAIR ALL SPALLS AND SHALLOW CRACKS AT THE CONTRACTOR'S EXPENSE. INSTALL ACCORDING TO REINFORCING REPLACEMENT DETAIL.
4. REINFORCEMENT INCLUDING WELDED WIRE FABRIC, USED TO REPLACE EXISTING DETRIORATED REINFORCING STEEL (SECTION LOSS OF 15% OR MORE OF THE ORIGINAL CROSS SECTION, AS DETERMINED BY THE ENGINEER) SHALL BE EPOXY COATED. COST OF REPLACEMENT SHALL BE INCLUDED IN THE RESPECTIVE REPAIR ITEMS.
5. IMMEDIATELY PRIOR TO PLACING NEW CONCRETE OR MORTAR AGAINST EXISTING CONCRETE, CLEAN EXISTING SURFACES BY ABRASIVE BLASTING OR HIGH PRESSURE WATER BLASTING WITH WATER CONTAINING NO DETERGENTS OR BOND INHIBITING CHEMICALS AND APPLY APPROVED BONDING COMPOUND IMMEDIATELY PRIOR TO PLACING CONCRETE.
6. ALL EXISTING SURFACES THAT WILL HAVE NEW CONCRETE CAST AGAINST IT MUST BE ROUGHENED TO A MINIMUM AMPLITUDE OF 1/4".

**2 SHALLOW DEPTH CONCRETE REPAIR DETAIL**  
 NOT TO SCALE

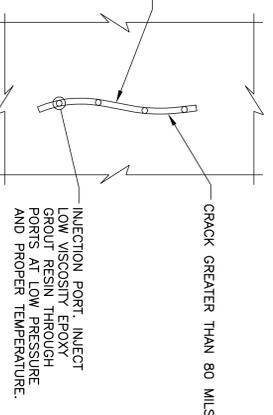


**1 DETERIORATED REINFORCING BAR REPAIR DETAIL (TYP.)**  
 NOT TO SCALE

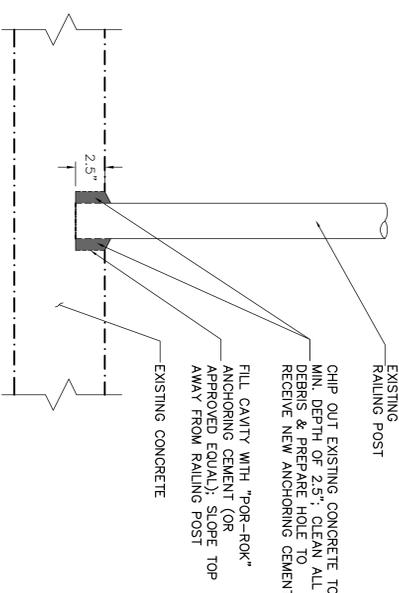


**NOTES:**  
 1. REINFORCING THAT HAS LOST MORE THAN 15% OF ITS SECTION SHALL BE REPLACED.

**4 CRACK REPAIR DETAIL**  
 NOT TO SCALE



**3 TYPICAL POST REPAIR**  
 N.T.S.



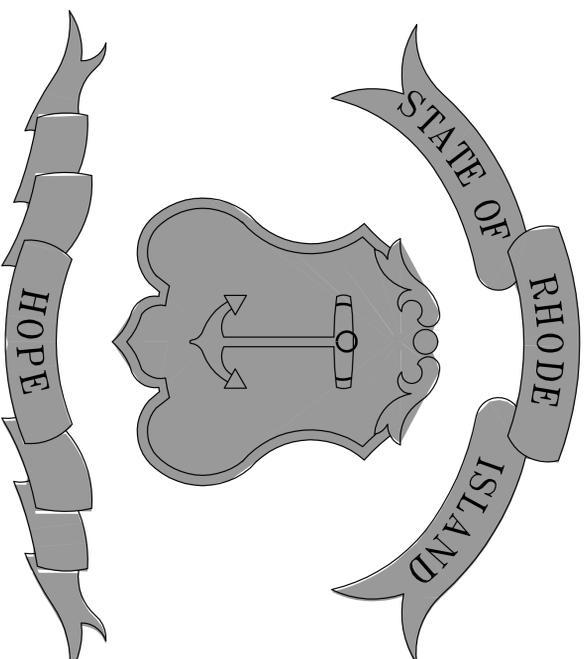
Date: MARCH 7, 2011  
 Drawn By: ESN PqI, Mgr.: KMA

Revisions	No.	Date	Description

Construction Details No. 3

SITE IMPROVEMENTS  
**WILLIAM E. POWERS  
BUILDING**

MARCH 7, 2011



OWNER:  
**DEPARTMENT OF ADMINISTRATION  
ONE CAPITOL HILL PROVIDENCE, RHODE ISLAND**

ARCHITECT:  
**EDWARD ROWSE ARCHITECTS  
115 CEDAR STREET  
PROVIDENCE, RHODE ISLAND 02903  
(401) 331-9200**

CIVIL ENGINEER:  
**BETA GROUP, INC  
6 BLACKSTONE VALLEY PLACE  
LINCOLN, RHODE ISLAND 02865  
(401) 333-2382**

LIST OF DRAWINGS

TITLE SHEET	1 OF 6
<u>ARCHITECTURAL</u>	
C10 SITE PLAN NO. 1 (NORTH SIDE)	2 OF 6
C11 SITE PLAN NO. 2 (SOUTH SIDE)	3 OF 6
C20 CONSTRUCTION DETAILS NO. 1	4 OF 6
C21 CONSTRUCTION DETAILS NO. 2	5 OF 6
C22 CONSTRUCTION DETAILS NO. 3	6 OF 6

**PROJECT MANUAL**  
**EXTERIOR CONCRETE REPAIRS**  
**R.I. DEPARTMENT OF ADMINISTRATION**  
**ONE CAPITOL HILL**  
**PROVIDENCE, RHODE ISLAND**



**March 7, 2011**

**EDWARD ROWSE ARCHITECTS, INCORPORATED**  
**115 CEDAR STREET**  
**PROVIDENCE, RHODE ISLAND 02903**  
**(401) 331-9200**

EXTERIOR CONCRETE REPAIRS  
RI DEPARTMENT OF ADMINISTRATION  
ONE CAPITOL HILL

<u>SECTION NUMBER</u>	<u>TITLE</u>
00020	Invitation For Bids
00100	Instructions To Bidders (AIA - A701)
00110	Supplementary Instructions To Bidders
00310	Bid Form
00370	Bid Bond (AIA - A310)
00500	Form Of Agreement (AIA - A101)
00510	Performance and Payment Bonds (AIA - A312)
00700	General Conditions (AIA - A201)
00750	Supplementary General Conditions
00850	Schedule Of Drawings
00950	Prevailing Wage Tables
01005	Administrative Provisions
01006	Construction Phasing And Scheduling
01120	Alteration Project Procedures
01200	Project Meetings
01210	Allowances
01300	Submittals
01400	Quality Control
01500	Construction Facilities And Temporary Controls
01600	Material And Equipment
01700	Project Close-Out
02065	Minor Demolition
02100	Site Preparation
02200	Earth Excavation, Backfill and Grading
02276	Silt Fence
02530	Sidewalks
02930	Loam and Seed
03000	Cast-In-Place Concrete
03320	Concrete Sealant
05500	Metal Fabrications
16000	Electrical Basic Materials and Methods

## SECTION 00020 – INVITATION TO BID

## OWNER:

State of Rhode Island  
 Department of Administration  
 Building Commission  
 One Capitol Hill  
 Providence, RI 02908

## DESIGNER OF RECORD:

Edward Rowse Architects, Inc.  
 115 Cedar Street  
 Providence, RI 02903

Contractors are invited to submit sealed bids to the State of Rhode Island, Office of Purchasing, One Capitol Hill, Providence, Rhode Island 02908-5859.

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

## PROJECT:

**Exterior Concrete Repairs  
 RI Department of Administration  
 One Capitol Hill  
 Providence, Rhode Island**

PROJECT COMPLETION: 90 Calendar Days

Bid Documents may be examined at no charge or obtained from the Office of the State Building Commissioner, One Capitol Hill, Providence, RI 02908.

Bidder is required to provide Bid Security in the form of a Bid Bond, or a certified check payable to the State of Rhode Island, in the amount of a sum not less than five percent (5%) of the Bid Price. Refer to other Bidding requirements described in Instructions to Bidders of the bid documents.

Bidders' attention is referred to State requirements pertaining to conditions of employment to be observed and wage rates to be paid under the Contract for this project, as on file in the Rhode Island Department of Labor, Office of the Director. Bidders are subject to terms, conditions and provisions of Chapters 2, 12, 13 and 14.1 of Title 37, General Laws of the State of Rhode Island 1956, as amended.

This project is subject to Chapter 37-14.1.7 of the Rhode Island General Laws and regulations promulgated there-under, which require that ten percent of the dollar value of work performed on this project be performed by minority business enterprises.

A **PRE-BID** conference will be held by the Owner, as follows:

Date: \_\_\_\_\_, 2011  
 Time: \_\_\_\_\_  
 Location: \_\_\_\_\_

The Owner reserves the right to accept or reject any or all bids.

Louis A. DeQuattro, Jr., CPA, Esq.  
 Associate Director/State Purchasing Agent  
 END OF SECTION

## SECTION 00100 – INSTRUCTIONS TO BIDDERS

AIA Document A701, Instructions to Bidders - 1997 Edition is included, following this page, as an integral part of the Bid Documents. Provisions not amended or supplemented remain in full force and effect.

END OF SECTION



# AIA<sup>®</sup> Document A701<sup>™</sup> – 1997

## ***Instructions to Bidders***

for the following PROJECT:

*(Name and location or address)*

THE OWNER:

*(Name, legal status and address)*

THE ARCHITECT:

*(Name, legal status and address)*

### TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- 4 BIDDING PROCEDURES
- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

## **ARTICLE 1 DEFINITIONS**

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

## **ARTICLE 2 BIDDER'S REPRESENTATIONS**

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

## **ARTICLE 3 BIDDING DOCUMENTS**

### **§ 3.1 COPIES**

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

### § 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

### § 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

### § 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

## ARTICLE 4 BIDDING PROCEDURES

### § 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

### § 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

### § 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

### § 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

## ARTICLE 5 CONSIDERATION OF BIDS

### § 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

### § 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

### § 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## ARTICLE 6 POST-BID INFORMATION

### § 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

### § 6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

### § 6.3 SUBMITTALS

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

## **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

### **§ 7.1 BOND REQUIREMENTS**

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

### **§ 7.2 TIME OF DELIVERY AND FORM OF BONDS**

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

## **ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

## SECTION 00110 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following supplements modify, change, delete from or add to "Instructions to Bidders", AIA Document A701, Fifth Edition, 1997. Where any Article is modified or any Paragraph or Subparagraph is modified or deleted, the unaltered provisions of that Article, Paragraph, of Subparagraph shall remain in effect.

## ARTICLE 3 BIDDING DOCUMENTS

3.1.1 Delete in its entirety and substitute the following:

3.1.1 Bidders may obtain bidding documents on the State of Rhode Island's purchasing website: [www.purchasing.ri.gov](http://www.purchasing.ri.gov). See vendor information, bid opportunities.

3.2.4 Add the following:

A pre-bid conference will be held by the Owner.

Date, Time and Location:	Per Invitation to Bid, section 00020
Contact Person:	Mr. Tom Wright, Dept. of Administration (401) 222-5161

## ARTICLE 5 CONSIDERATION OF BIDS

Add the following section 5.3.1.1

5.3.1.1 MINORITY BUSINESS ENTERPRISES: Pursuant to the provisions of Title 37 Chapter 14.1 of the General laws, the State reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price where:

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

## ARTICLE 6 POST-BID INFORMATION

6.2 Delete in its entirety without substitution.

Add the following section 6.3.1.4

6.3.1.4 SUBMITTALS: The names of persons or entities and dollar value of sub-contract work to be performed by Minority Business Enterprises in accordance with the State's requirement that ten percent (10%) of the dollar value of the work performed against contracts for construction exceeding \$5,000 shall be performed by Minority Business Enterprises where it has been determined that subcontract opportunities exist, and where certified Minority Business Enterprises are available. A contractor may count towards its MBE, DBE, or WBE goals 60% of its expenditures for materials and supplies required under contract and obtain from an MBE, DBE, or WBE regular manufacturer. Awards of this type shall be submitted by the Bidder receiving the award.

## ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

7.1.1 through 7.1.3 Delete in its entirety, and substitute the following:

7.1.1 The Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds must be secured through a surety company licensed to do business in the State of Rhode Island. Their costs shall be included in the Bid.

7.2.1 Delete in its entirety, and substitute the following:

7.2.1 The Bidder shall deliver the required bonds to the Owner prior to the date of execution of the Contract.

7.2.3 Delete in its entirety, and substitute the following: The Bonds shall be dated before the date of the contract.

## ADD ARTICLE 9 SPECIAL PROJECT BID INFORMATION AND CONDITIONS

### 9.1 Field Observations and measurements

9.1.1 Making field observations and taking all field measurements of all conditions affecting work of this contract.

9.1.1.1 Bidders shall survey all existing conditions and shall thoroughly familiarize himself with the work of this contract and the existing site conditions prior to submitting his bid. Contractor will be responsible for providing all materials and labor for installation when existing conditions or systems require modifications in locations which were available for inspection prior to bid or in locations which could reasonably have been inspected.

9.1.2 Bidders shall be responsible for field measurement. The dimensions shown on drawings are to be used as a guide and are not to be used for estimating or final measurements.

### 9.2 BIDDER'S REPRESENTATIONS

9.2.1 By the act of submitting a bid, the Bidder warrants that he has inspected the site, has familiarized himself with the actual conditions under which the Work is to be performed, has correlated the Bidder's personal observations with the requirements of the Contract Documents and has full knowledge of the work required.

9.2.2 The Bidder and all subcontractors he intends to use have carefully and thoroughly reviewed the Drawings, Specifications and other Construction Contract Documents and have found them complete and free from ambiguities and sufficient for the purpose intended.

9.2.3 The Bidder and all workmen, employees and subcontractors he intends to use are skilled and experienced in the type of construction represented by the Construction Contract Documents bid upon.

9.2.4 Neither the Bidder nor any of his employees, agents, intended suppliers or subcontractors have relied upon any verbal representations, allegedly authorized or unauthorized from the Owner, his employees or agents including architects, engineers or consultants, in assembling the bid figure.

9.2.5 The bid figure is based solely upon the Construction Contract Documents and properly issued written Addenda and not upon any other written representation.

9.2.6 After award of Contract, no claim for additional compensation resulting from misunderstanding of the Contract Documents or resulting from errors in or conflicts within the Contract Documents will be entertained unless interpretations of the Contract Documents specifically relating to the portions thereof which appear to the bidder to be in question, error or conflict, are brought to the Owner's attention during the Bidding Period.

### 9.3 DUPLICATION OF ITEMS OF WORK

9.3.1 Where items of work have been duplicated in portions of the Drawings and Specifications, it will be assumed that the Bidder concerned have included the duplicated items in their bid, unless the Owner has been notified, in writing, prior to submittal of bids that duplication exists and the Owner issued instruction to establish limits of work and allocation of responsibility.

9.3.2 In the event that the Owner does not receive notification pertaining to duplication of items prior to bidding and such duplications do occur after submittal of bid, the Owner shall then assign the duplicated items of Work to one of the parties and the Owner shall then be entitled to full credit for the items of work from the other party.

9.3.3 In the event that materials or equipment have been specified with more than one standard of quality, it will be assumed that the Bidder concerned included the higher of quality standards in their bid, unless the Owner has been notified, in writing, prior to submittal of bids of quality duplication and Owner has issued instruction to establish quality of material.

### 9.4 ACCEPTANCE OF CONDITIONS

9.4.1 The submission of a Bid Proposal will be considered by the Owner as acceptance by the Bidder of all requirements and stipulations contained in the Drawings and Specifications, and the conditions at the jobsite.

### 9.5 SITE INSPECTION INFORMATION

9.5.1 The site is available for inspection from 9:00AM to 4:00PM, Tuesday through Friday. Contractor must set up a time with individual personnel from the office of Mr. Tom Wright, 401-222-5161. A minimum of 48 hour notice must be given to contact personnel to insure access to the building.

END OF SECTION



## 3. ADDENDA

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

Addendum No. 1, dated \_\_\_\_\_ Addendum No. 2, dated \_\_\_\_\_  
Addendum No. 3, dated \_\_\_\_\_ Addendum No. 4, dated \_\_\_\_\_

## 4. ACCEPTANCE

This Bid shall be irrevocably open to acceptance for 60 days from the Bid closing date. If this Bid is accepted by the Owner within 60 days, we will:

Execute the Agreement subject to compliance with required State regulatory agency approvals as described in the Invitation to Bidders.

Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders.

Commence work within seven (7) days after receipt of a Purchase Order.

If this bid is accepted within 60 days, and we fail to commence the work, or we fail to provide the required bond (s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited to the amount of lesser of the value of the security deposit, or of the difference between this Bid and the Bid upon which the Contract is signed. In the event our Bid is not accepted within 60 days, the required security deposit shall be returned to the undersigned, in compliance with provisions of the "Instructions to Bidders"; unless a mutually satisfactory arrangement is made in writing for its retention and validity for an extended period of time.

## 5. CONTRACT TIME

If this bid is accepted, we will complete the work in Base Bid No. One in 90 calendar days from receipt of a Purchase Order. Contract time will be mutually extended if additional work is included.

6. UNIT PRICES: UNIT PRICES: BIDDER agrees to be bound by the following unit prices.

The following Unit Prices, if accepted in the award of this Contract, shall be used in establishing the adjustment of Contract Price for additions to or deductions from the Work in accordance with the applicable section of the General Conditions. Unit Prices listed shall include all costs, profit and overhead, and no further surcharges are to be added to any Unit Price item of Work that may be order done. Work omitted from the contract will be calculated at 100 percent of the additional work unit prices.

Unit prices for fabricated items shall include all necessary connections and fastenings required to produce complete framing assemblies.

BIDDER agrees that the below listed unit prices will not contain anything to alter or void the Lump Sum Proposal and that applicable contents of this Proposal shall be binding on the unit prices and the work involved whether or not it be specifically stated.

All work covered by the unit prices enumerated below shall be performed in accordance with requirements of the specifications.

- 1) Furnish and install 4" thick concrete sidewalk in place with reinforcing and finish. \$\_\_\_\_\_ Sq. Yd.
- 2) Furnish and install 8" thick concrete sidewalk in place with reinforcing and finish. \$\_\_\_\_\_ Sq. Yd.
- 3) Furnish and install epoxy sealant as specified. \$\_\_\_\_\_ Ln. Ft.
- 4) Remove spalled concrete and repair to new finish \$\_\_\_\_\_ Sq. Ft.
- 5) Furnish and install concrete sealer as specified \$\_\_\_\_\_ Sq. Ft.

**REQUIREMENT FOR LICENSE NUMBER:**

**In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island license number for the work to be performed by this firm as prime contractor is:**

**LICENSE NUMBER:** \_\_\_\_\_

7. BID FORM SIGNATURES

\_\_\_\_\_  
(Bidder's printed name)

CORPORATE SEAL

By: \_\_\_\_\_  
(Signature)

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

END OF SECTION

## SECTION 00370 – BID BOND

## 1. BID BOND

AIA Document A310, Bid Bond - 1970 Edition, and as amended, is included, following this page, as an integral part of the Bid Documents. Provisions not amended or supplemented remain in full force and effect.

END OF SECTION

 **AIA<sup>®</sup> Document A310<sup>™</sup> – 1970*****Bid Bond***

KNOW ALL MEN BY THESE PRESENTS, that we  
*(Here insert full name and address or legal title of Contractor)*

as Principal, hereinafter called the Principal, and  
*(Here insert full name and address or legal title of Surety)*

a corporation duly organized under the laws of the State of \_\_\_\_\_ as Surety, hereinafter called  
the Surety, are held and firmly bound unto  
*(Here insert full name and address or legal title of Owner)*

as Obligee, hereinafter called the Obligee, in the sum of (\$ \_\_\_\_\_), for the payment of  
which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
*(Here insert full name, address and description of project)*

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the  
Principal shall enter into a Contract with the Obligee in accordance with the terms of  
such bid, and give such bond or bonds as may be specified in the bidding or Contract  
Documents with good and sufficient surety for the faithful performance of such Contract  
and for the prompt payment of labor and material furnished in the prosecution thereof, or  
in the event of the failure of the Principal to enter such Contract and give such bond or  
bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty  
hereof between the amount specified in said bid and such larger amount for which the  
Obligee 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.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_,

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Principal)* (Seal)

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Surety)*

\_\_\_\_\_  
*(Title)* (Seal)

## 1. AGREEMENT

AIA Document A101, Standard Form of Agreement Between Owner and Contractor - 2007 Edition, and as amended, forms the basis of Contract between the Owner and Contractor, is included following this page, as an integral part of the Bid Documents. Provisions not amended or supplemented remain in full force and effect.

END OF SECTION



# AIA<sup>®</sup> Document A101<sup>™</sup> – 2007

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

AGREEMENT made as of the    day of    in the year  
(In words, indicate day, month and year.)

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

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

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

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

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

Init.

AIA Document A101<sup>™</sup> – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:59:52 on 03/31/2010 under Order No.4591677428\_1 which expires on 03/19/2011, and is not for resale.

User Notes:

(728984399)

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

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

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:59:52 on 03/31/2010 under Order No.4591677428\_1 which expires on 03/19/2011, and is not for resale.

User Notes:

(728984399)

**Portion of Work**

**Substantial Completion Date**

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

**ARTICLE 4 CONTRACT SUM**

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

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

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

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

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

Item	Price
------	-------

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

Init.

by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

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

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

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

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

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

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

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

## § 5.2 FINAL PAYMENT

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

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

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

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:59:52 on 03/31/2010 under Order No.4591677428\_1 which expires on 03/19/2011, and is not for resale.

User Notes:

(728984399)

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 BINDING DISPUTE RESOLUTION**

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

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

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

**ARTICLE 7 TERMINATION OR SUSPENSION**

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

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

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

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

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

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

%

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

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

Init.

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

§ 8.6 Other provisions:

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

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

Section	Title	Date	Pages
---------	-------	------	-------

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

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

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

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

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

Init.

- .2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
---------------------------	--

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

\_\_\_\_\_  
 OWNER (Signature)

\_\_\_\_\_  
 CONTRACTOR (Signature)

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

Init.

## SECTION 00510 – PERFORMANCE AND PAYMENT BONDS

## 1. PERFORMANCE AND PAYMENT BONDS

AIA Document A312, Performance and Payment Bonds - 1984 Edition, and as amended, is included following this page, as an integral part of the Bid Documents. Provisions not amended or supplemented remain in full force and effect.

END OF SECTION



# AIA<sup>®</sup> Document A312<sup>™</sup> – 1984

## 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 13

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

### SURETY

Company: (Corporate Seal)

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

Name and

Title:

(Any additional signatures appear on the last page)

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

Name and

Title:

(FOR INFORMATION ONLY - Name, Address and Telephone)

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE**

(Architect, Engineer or other party):

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

§ 1 The Contractor and the 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 to participate in conferences as provided in Section 3.1.

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

§ 3.1 The Owner has notified the Contractor and the Surety at its address described in Section 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. 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; and

§ 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Section 3.1; and

§ 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

§ 4 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:

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

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

§ 4.3 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 the 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 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

§ 4.4 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, tender payment therefor to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

§ 5 If the Surety does not proceed as provided in Section 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 4.4, and the Owner refuses the payment tendered 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.

§ 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Section 4.1, 4.2, or 4.3 above, 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. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

§ 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

§ 6.2 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 4; and

§ 6.3 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.

§ 7 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 or successors.

§ 8 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.

§ 9 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 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.

§ 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

§ 11 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 here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

## § 12 DEFINITIONS

§ 12.1 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.

§ 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

§ 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 13 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:



# AIA<sup>®</sup> Document A312<sup>™</sup> – 1984

## 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 16

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

### SURETY

Company: (Corporate Seal)

Signature: \_\_\_\_\_  
Name and  
Title:

(Any additional signatures appear on the last page)

Signature: \_\_\_\_\_  
Name and  
Title:

(FOR INFORMATION ONLY - Name, Address and Telephone)

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE**

(Architect, Engineer or other party):

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

§ 1 The Contractor and the 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.

§ 2 With respect to the Owner, this obligation shall be null and void if the Contractor:

§ 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

§ 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Section 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

§ 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

§ 4 The Surety shall have no obligation to Claimants under this Bond until:

§ 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

§ 4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

§ 5 If a notice required by Section 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

§ 6 When the Claimant has satisfied the conditions of Section 4, the Surety shall promptly and at the Surety's expense take the following actions:

§ 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

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

§ 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 8 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 the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 9 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 payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

§ 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 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Section 4.1 or Section 4.2.3, 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.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

§ 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

**§ 15 DEFINITIONS**

§ 15.1 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 Contract. 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.

§ 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**§ 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**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
Address:

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
Address:

## SECTION 00700 – GENERAL CONDITIONS

AIA Document A201, General Conditions of the Contract for Construction - 2007 Edition, is included, following this page, as an integral part of the Bidding and Contract Documents. Provisions not amended or supplemented remain in full force and effect.

END OF SECTION



# AIA<sup>®</sup> Document A201<sup>™</sup> – 2007

## General Conditions of the Contract for Construction

for the following PROJECT:  
*(Name and location or address)*

THE OWNER:  
*(Name, legal status and address)*

THE ARCHITECT:  
*(Name, legal status and address)*

### TABLE OF ARTICLES

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

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.

AIA Document A201<sup>™</sup> – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:44:18 on 03/31/2010 under Order No.4591677428\_1 which expires on 03/19/2011, and is not for resale.

User Notes:

(862596978)

## INDEX

(Topics and numbers in bold are section headings.)

### Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

### Access to Work

**3.16**, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7, 14.1, 15.2

Addenda

1.1.1, 3.11.1

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

### Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.5**

Additional Insured

11.1.4

### Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**

### Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

### Allowances

**3.8**, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

### Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, 11.1.3

Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1

### Arbitration

8.3.1, 11.3.10, 13.1.1, 15.3.2, **15.4**

## ARCHITECT

**4**

Architect, Definition of

#### 4.1.1

Architect, Extent of Authority

2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

Architect, Limitations of Authority and

Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

Architect's Additional Services and Expenses

2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.4.1, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

### Award of Subcontracts and Other Contracts for Portions of the Work

**5.2**

## Basic Definitions

### 1.1

Bidding Requirements

1.1.1, 5.2.1, 11.4.1

Binding Dispute Resolution

9.7, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1

### Boiler and Machinery Insurance

**11.3.2**

Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

### Bonds, Performance, and Payment

7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:44:18 on 03/31/2010 under Order No.4591677428\_1 which expires on 03/19/2011, and is not for resale.

User Notes:

(862596978)

Building Permit  
3.7.1

**Capitalization**  
**1.3**  
Certificate of Substantial Completion  
9.8.3, 9.8.4, 9.8.5

**Certificates for Payment**  
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7,  
9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3

Certificates of Inspection, Testing or Approval  
13.5.4

Certificates of Insurance  
9.10.2, 11.1.3

**Change Orders**  
1.1.1, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8,  
5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10,  
8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9,  
12.1.2, 15.1.3

**Change Orders**, Definition of  
**7.2.1**

**CHANGES IN THE WORK**  
2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 7.4.1, 8.3.1,  
9.3.1.1, 11.3.9

**Claims**, Definition of  
**15.1.1**

**CLAIMS AND DISPUTES**  
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4  
Claims and Timely Assertion of Claims  
15.4.1

**Claims for Additional Cost**  
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4**

**Claims for Additional Time**  
3.2.4, 3.7.4.6.1.1, 8.3.2, 10.3.2, **15.1.5**

**Concealed or Unknown Conditions**, Claims for  
**3.7.4**

Claims for Damages  
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1,  
11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Claims Subject to Arbitration  
15.3.1, 15.4.1

**Cleaning Up**  
**3.15**, 6.3

Commencement of the Work, Conditions Relating to  
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,  
6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1,  
15.1.4

**Commencement of the Work**, Definition of  
**8.1.2**

**Communications Facilitating Contract Administration**  
3.9.1, **4.2.4**

Completion, Conditions Relating to  
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,  
9.10, 12.2, 13.7, 14.1.2

**COMPLETION, PAYMENTS AND**  
**9**

Completion, Substantial  
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,  
12.2, 13.7

Compliance with Laws  
1.6.1, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4,  
10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6,  
14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions  
3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract  
1.1.1, 6.1.1, 6.1.4

Consent, Written  
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1,  
9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2

**Consolidation or Joinder**  
**15.4.4**

**CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**  
1.1.4, 6

**Construction Change Directive**, Definition of  
**7.3.1**

**Construction Change Directives**  
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**,  
9.3.1.1

Construction Schedules, Contractor's  
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

**Contingent Assignment of Subcontracts**  
**5.4**, 14.2.2.2

**Continuing Contract Performance**  
**15.1.3**

**Contract**, Definition of  
**1.1.2**

**CONTRACT, TERMINATION OR SUSPENSION OF THE**  
5.4.1.1, 11.3.9, **14**

Contract Administration  
3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to  
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

Contract Documents, Copies Furnished and Use of  
1.5.2, 2.2.5, 5.3

**Contract Documents**, Definition of  
**1.1.1**

**Contract Sum**  
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4,  
9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4,  
15.2.5

**Contract Sum**, Definition of  
**9.1**

Contract Time  
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4,  
8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2,  
15.1.5.1, 15.2.5

**Contract Time**, Definition of  
**8.1.1**

init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:44:18 on 03/31/2010 under Order No.4591677428\_1 which expires on 03/19/2011, and is not for resale.

User Notes:

(862596978)

## CONTRACTOR

3

Contractor, Definition of

3.1, 6.1.2

Contractor's Construction Schedules

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contractor's Employees

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1,

Contractor's Liability Insurance

11.1

Contractor's Relationship with Separate Contractors and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8

Contractor's Relationship with the Architect

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work

3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

9.7

Contractor's Right to Terminate the Contract

14.1, 15.1.6

Contractor's Submittals

3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3

Contractual Liability Insurance

11.1.1.8, 11.2

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.2.5, 3.11

Copyrights

1.5, 3.17

Correction of Work

2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2

Correlation and Intent of the Contract Documents

1.2

Cost, Definition of

7.3.7

Costs

2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14

Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Damages for Delay

6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2

Date of Commencement of the Work, Definition of

8.1.2

Date of Substantial Completion, Definition of

8.1.3

Day, Definition of

8.1.4

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification

9.4.1, 9.5, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1

Delays and Extensions of Time

3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5

Disputes

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2, 11.1.2

Emergencies

10.4, 14.1.1.2, 15.1.4

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:44:18 on 03/31/2010 under Order No.4591677428\_1 which expires on 03/19/2011, and is not for resale.

User Notes:

(862596978)

Equipment, Labor, Materials or  
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1,  
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,  
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2  
Execution and Progress of the Work  
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5,  
3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2,  
9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3  
Extensions of Time  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,  
10.4.1, 14.3, 15.1.5, 15.2.5  
**Failure of Payment**  
9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2  
Faulty Work  
(See Defective or Nonconforming Work)  
**Final Completion and Final Payment**  
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5,  
12.3.1, 14.2.4, 14.4.3  
Financial Arrangements, Owner's  
2.2.1, 13.2.2, 14.1.1.4  
Fire and Extended Coverage Insurance  
11.3.1.1  
**GENERAL PROVISIONS**  
**1**  
**Governing Law**  
**13.1**  
Guarantees (See Warranty)  
**Hazardous Materials**  
10.2.4, 10.3  
Identification of Subcontractors and Suppliers  
5.2.1  
**Indemnification**  
3.17, 3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,  
11.3.7  
**Information and Services Required of the Owner**  
2.1.2, 2.2, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,  
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,  
13.5.2, 14.1.1.4, 14.1.4, 15.1.3  
**Initial Decision**  
**15.2**  
**Initial Decision Maker, Definition of**  
1.1.8  
Initial Decision Maker, Decisions  
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5  
Initial Decision Maker, Extent of Authority  
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,  
15.2.5  
**Injury or Damage to Person or Property**  
**10.2.8, 10.4.1**  
Inspections  
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,  
9.9.2, 9.10.1, 12.2.1, 13.5  
Instructions to Bidders  
1.1.1  
Instructions to the Contractor  
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2

**Instruments of Service, Definition of**  
**1.1.7**  
Insurance  
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 11  
**Insurance, Boiler and Machinery**  
**11.3.2**  
**Insurance, Contractor's Liability**  
**11.1**  
Insurance, Effective Date of  
8.2.2, 11.1.2  
**Insurance, Loss of Use**  
**11.3.3**  
**Insurance, Owner's Liability**  
**11.2**  
**Insurance, Property**  
10.2.5, 11.3  
Insurance, Stored Materials  
9.3.2  
**INSURANCE AND BONDS**  
**11**  
Insurance Companies, Consent to Partial Occupancy  
9.9.1  
Intent of the Contract Documents  
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4  
**Interest**  
**13.6**  
**Interpretation**  
1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1  
Interpretations, Written  
4.2.11, 4.2.12, 15.1.4  
Judgment on Final Award  
15.4.2  
**Labor and Materials, Equipment**  
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,  
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2  
Labor Disputes  
8.3.1  
Laws and Regulations  
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4, 9.9.1,  
10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2,  
13.6.1, 14, 15.2.8, 15.4  
Liens  
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8  
Limitations, Statutes of  
12.2.5, 13.7, 15.4.1.1  
Limitations of Liability  
2.3.1, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7,  
4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3,  
11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2  
Limitations of Time  
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,  
5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,  
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5,  
11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15  
**Loss of Use Insurance**  
**11.3.3**

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:44:18 on 03/31/2010 under Order No.4591677428\_1 which expires on 03/19/2011, and is not for resale.

User Notes:

(862596978)

Material Suppliers  
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5

**Materials, Hazardous**  
10.2.4, **10.3**

Materials, Labor, Equipment and  
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12,  
3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2,  
9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1,  
14.2.1.2

Means, Methods, Techniques, Sequences and  
Procedures of Construction  
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien  
2.1.2, 15.2.8

**Mediation**  
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**,  
15.4.1

**Minor Changes in the Work**  
1.1.1, 3.12.8, 4.2.8, 7.1, **7.4**

**MISCELLANEOUS PROVISIONS**  
**13**

**Modifications, Definition of**  
**1.1.1**

Modifications to the Contract  
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7,  
10.3.2, 11.3.1

**Mutual Responsibility**  
**6.2**

**Nonconforming Work, Acceptance of**  
9.6.6, 9.9.3, **12.3**  
Nonconforming Work, Rejection and Correction of  
2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3,  
9.10.4, 12.2.1

Notice  
2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1,  
9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1,  
13.5.2, 14.1, 14.2, 15.2.8, 15.4.1

**Notice, Written**  
2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7,  
9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14,  
15.2.8, 15.4.1

**Notice of Claims**  
3.7.4, 10.2.8, **15.1.2**, 15.4  
Notice of Testing and Inspections  
13.5.1, 13.5.2

Observations, Contractor's  
3.2, 3.7.4

Occupancy  
2.2.2, 9.6.6, 9.8, 11.3.1.5

Orders, Written  
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1,  
13.5.2, 14.3.1

**OWNER**  
**2**

**Owner, Definition of**  
**2.1.1**

**Owner, Information and Services Required of the**  
2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2,  
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1,  
13.5.2, 14.1.1.4, 14.1.4, 15.1.3

Owner's Authority  
1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2,  
4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3,  
7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4,  
9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2,  
12.3.1, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Financial Capability  
2.2.1, 13.2.2, 14.1.1.4

**Owner's Liability Insurance**  
**11.2**

Owner's Relationship with Subcontractors  
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

**Owner's Right to Carry Out the Work**  
**2.4**, 14.2.2

**Owner's Right to Clean Up**  
**6.3**

**Owner's Right to Perform Construction and to**  
**Award Separate Contracts**

**6.1**  
**Owner's Right to Stop the Work**

**2.3**  
Owner's Right to Suspend the Work

14.3  
Owner's Right to Terminate the Contract

14.2  
**Ownership and Use of Drawings, Specifications**  
**and Other Instruments of Service**

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11.1, 3.17,  
4.2.12, 5.3.1

**Partial Occupancy or Use**  
9.6.6, **9.9**, 11.3.1.5

**Patching, Cutting and**  
**3.14**, 6.2.5

Patents  
3.17

**Payment, Applications for**  
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,  
14.2.3, 14.2.4, 14.4.3

**Payment, Certificates for**  
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,  
9.10.3, 13.7, 14.1.1.3, 14.2.4

**Payment, Failure of**  
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

Payment, Final  
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3.1,  
13.7, 14.2.4, 14.4.3

**Payment Bond, Performance Bond and**  
**7.3.7.4**, 9.6.7, 9.10.3, **11.4**

**Payments, Progress**  
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

**PAYMENTS AND COMPLETION**  
**9**

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:44:18 on 03/31/2010 under Order No.4591677428\_1 which expires on 03/19/2011, and is not for resale.

User Notes:

(862596978)

Payments to Subcontractors  
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB  
10.3.1

**Performance Bond and Payment Bond**  
7.3.7.4, 9.6.7, 9.10.3, 11.4

**Permits, Fees, Notices and Compliance with Laws**  
2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2

**PERSONS AND PROPERTY, PROTECTION OF**  
**10**

Polychlorinated Biphenyl  
10.3.1

**Product Data, Definition of**  
**3.12.2**

**Product Data and Samples, Shop Drawings**  
3.11, 3.12, 4.2.7

**Progress and Completion**  
4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3

**Progress Payments**  
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

**Project, Definition of**  
**1.1.4**

Project Representatives  
4.2.10

**Property Insurance**  
10.2.5, 11.3

**PROTECTION OF PERSONS AND PROPERTY**  
**10**

Regulations and Laws  
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4

Rejection of Work  
3.5, 4.2.6, 12.2.1

Releases and Waivers of Liens  
9.10.2

Representations  
3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1

Representatives  
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1

Responsibility for Those Performing the Work  
3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage  
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

**Review of Contractor Documents and Field Conditions by Contractor**  
**3.2, 3.12.7, 6.1.3**

Review of Contractor's Submittals by Owner and Architect  
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples by Contractor  
3.12

**Rights and Remedies**  
1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14, 15.4

**Royalties, Patents and Copyrights**  
**3.17**

Rules and Notices for Arbitration  
15.4.1

**Safety of Persons and Property**  
**10.2, 10.4**

**Safety Precautions and Programs**  
3.3.1, 4.2.2, 4.2.7, 5.3.1, 10.1, 10.2, 10.4

**Samples, Definition of**  
**3.12.3**

**Samples, Shop Drawings, Product Data and**  
3.11, 3.12, 4.2.7

**Samples at the Site, Documents and**  
**3.11**

**Schedule of Values**  
**9.2, 9.3.1**

Schedules, Construction  
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Separate Contracts and Contractors  
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

**Shop Drawings, Definition of**  
**3.12.1**

**Shop Drawings, Product Data and Samples**  
3.11, 3.12, 4.2.7

**Site, Use of**  
**3.13, 6.1.1, 6.2.1**

Site Inspections  
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5

Site Visits, Architect's  
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Special Inspections and Testing  
4.2.6, 12.2.1, 13.5

**Specifications, Definition of**  
**1.1.6**

**Specifications**  
1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14

Statute of Limitations  
13.7, 15.4.1.1

Stopping the Work  
2.3, 9.7, 10.3, 14.1

Stored Materials  
6.2.1, 9.3.2, 10.2.1.2, 10.2.4

**Subcontractor, Definition of**  
**5.1.1**

**SUBCONTRACTORS**  
**5**

Subcontractors, Work by  
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

**Subcontractual Relations**  
**5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1**

Init.

Submittals  
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3  
Submittal Schedule  
3.10.2, 3.12.5, 4.2.7  
**Subrogation, Waivers of**  
6.1.1, 11.3.7  
**Substantial Completion**  
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7  
**Substantial Completion, Definition of**  
**9.8.1**  
Substitution of Subcontractors  
5.2.3, 5.2.4  
Substitution of Architect  
4.1.3  
Substitutions of Materials  
3.4.2, 3.5, 7.3.8  
**Sub-subcontractor, Definition of**  
**5.1.2**  
Subsurface Conditions  
3.7.4  
**Successors and Assigns**  
**13.2**  
**Superintendent**  
3.9, 10.2.6  
**Supervision and Construction Procedures**  
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3  
Surety  
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7  
Surety, Consent of  
9.10.2, 9.10.3  
Surveys  
2.2.3  
**Suspension by the Owner for Convenience**  
**14.3**  
Suspension of the Work  
5.4.2, 14.3  
Suspension or Termination of the Contract  
5.4.1.1, 14  
**Taxes**  
3.6, 3.8.2.1, 7.3.7.4  
**Termination by the Contractor**  
14.1, 15.1.6  
**Termination by the Owner for Cause**  
5.4.1.1, 14.2, 15.1.6  
**Termination by the Owner for Convenience**  
**14.4**  
Termination of the Architect  
4.1.3  
Termination of the Contractor  
14.2.2  
**TERMINATION OR SUSPENSION OF THE CONTRACT**  
**14**

**Tests and Inspections**  
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, 13.5  
**TIME**  
**8**  
**Time, Delays and Extensions of**  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5  
Time Limits  
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4  
**Time Limits on Claims**  
3.7.4, 10.2.8, 13.7, 15.1.2  
Title to Work  
9.3.2, 9.3.3  
**Transmission of Data in Digital Form**  
**1.6**  
**UNCOVERING AND CORRECTION OF WORK**  
**12**  
**Uncovering of Work**  
**12.1**  
Unforeseen Conditions, Concealed or Unknown  
3.7.4, 8.3.1, 10.3  
Unit Prices  
7.3.3.2, 7.3.4  
Use of Documents  
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3  
**Use of Site**  
**3.13, 6.1.1, 6.2.1**  
**Values, Schedule of**  
**9.2, 9.3.1**  
Waiver of Claims by the Architect  
13.4.2  
Waiver of Claims by the Contractor  
9.10.5, 13.4.2, 15.1.6  
Waiver of Claims by the Owner  
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6  
Waiver of Consequential Damages  
14.2.4, 15.1.6  
Waiver of Liens  
9.10.2, 9.10.4  
**Waivers of Subrogation**  
6.1.1, 11.3.7  
**Warranty**  
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7.1  
Weather Delays  
15.1.5.2  
**Work, Definition of**  
**1.1.3**  
Written Consent  
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2  
Written Interpretations  
4.2.11, 4.2.12

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:44:18 on 03/31/2010 under Order No.4591677428\_1 which expires on 03/19/2011, and is not for resale.

User Notes:

(862596978)

Written Notice

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7,  
9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, 13.3, 14,  
15.4.1

Written Orders

1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1,  
15.1.2

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:44:18 on 03/31/2010 under Order No.4591677428\_1 which expires on 03/19/2011, and is not for resale.

User Notes:

(862596978)

## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

#### **§ 1.1.1 THE CONTRACT DOCUMENTS**

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

#### **§ 1.1.2 THE CONTRACT**

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

#### **§ 1.1.3 THE WORK**

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

#### **§ 1.1.4 THE PROJECT**

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

#### **§ 1.1.5 THE DRAWINGS**

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

#### **§ 1.1.6 THE SPECIFICATIONS**

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

#### **§ 1.1.7 INSTRUMENTS OF SERVICE**

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

#### **§ 1.1.8 INITIAL DECISION MAKER**

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

### **§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

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

Init.

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

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

### § 1.3 CAPITALIZATION

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

### § 1.4 INTERPRETATION

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

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

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

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

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

## ARTICLE 2 OWNER

### § 2.1 GENERAL

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

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

### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

Init.

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

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

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

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

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

### § 2.3 OWNER'S RIGHT TO STOP THE WORK

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

### § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

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

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

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

Init.

### § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

### § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

### § 3.4 LABOR AND MATERIALS

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

Init.

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

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

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

### § 3.5 WARRANTY

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

### § 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

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

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

Init.

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

### § 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

### § 3.9 SUPERINTENDENT

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

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

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

### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

Init.

### § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

### § 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

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

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:44:18 on 03/31/2010 under Order No.4591677428\_1 which expires on 03/19/2011, and is not for resale.

User Notes:

(862596978)

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

### **§ 3.13 USE OF SITE**

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

### **§ 3.14 CUTTING AND PATCHING**

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

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

### **§ 3.15 CLEANING UP**

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

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

### **§ 3.16 ACCESS TO WORK**

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

### **§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

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

Init.

### § 3.18 INDEMNIFICATION

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

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

## ARTICLE 4 ARCHITECT

### § 4.1 GENERAL

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

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

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

### § 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

Init.

#### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:44:18 on 03/31/2010 under Order No.4591677428\_1 which expires on 03/19/2011, and is not for resale.

User Notes:

(862596978)

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

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

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

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

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

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

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

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

### § 5.3 SUBCONTRACTUAL RELATIONS

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

be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### **§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

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

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

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

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

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

### **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

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

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

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

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

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

#### **§ 6.2 MUTUAL RESPONSIBILITY**

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

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

Init.

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

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

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

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

### **§ 6.3 OWNER'S RIGHT TO CLEAN UP**

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

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 GENERAL**

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

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

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

### **§ 7.2 CHANGE ORDERS**

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

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

### **§ 7.3 CONSTRUCTION CHANGE DIRECTIVES**

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

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

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

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

init.

.4 As provided in Section 7.3.7.

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

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

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

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

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

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

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

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

#### § 7.4 MINOR CHANGES IN THE WORK

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

Init.

## ARTICLE 8 TIME

### § 8.1 DEFINITIONS

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

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

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

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

### § 8.2 PROGRESS AND COMPLETION

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

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

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

### § 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

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

### § 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### § 9.3 APPLICATIONS FOR PAYMENT

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

Init.

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

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

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

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

#### § 9.4 CERTIFICATES FOR PAYMENT

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

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

#### § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

Init.

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

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

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

#### § 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

#### § 9.7 FAILURE OF PAYMENT

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

Init.

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

#### **§ 9.8 SUBSTANTIAL COMPLETION**

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

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

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

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

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

#### **§ 9.9 PARTIAL OCCUPANCY OR USE**

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

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

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

#### **§ 9.10 FINAL COMPLETION AND FINAL PAYMENT**

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

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:44:18 on 03/31/2010 under Order No.4591677428\_1 which expires on 03/19/2011, and is not for resale.

User Notes:

(862596978)

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

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

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

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

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

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

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS**

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

### **§ 10.2 SAFETY OF PERSONS AND PROPERTY**

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

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

Int.

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

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

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

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

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

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

#### § 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

#### § 10.3 HAZARDOUS MATERIALS

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

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

Init.

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

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

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

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

#### § 10.4 EMERGENCIES

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

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

Init.

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

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

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

#### § 11.2 OWNER'S LIABILITY INSURANCE

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

#### § 11.3 PROPERTY INSURANCE

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

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

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

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

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

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

Init.

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

#### **§ 11.3.2 BOILER AND MACHINERY INSURANCE**

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

#### **§ 11.3.3 LOSS OF USE INSURANCE**

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

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

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

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

#### **§ 11.3.7 WAIVERS OF SUBROGATION**

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

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

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

Init.

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

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

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

### ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

#### § 12.1 UNCOVERING OF WORK

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

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

#### § 12.2 CORRECTION OF WORK

##### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

##### § 12.2.2 AFTER SUBSTANTIAL COMPLETION

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

Init.

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

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

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

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

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

### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 GOVERNING LAW

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

### § 13.2 SUCCESSORS AND ASSIGNS

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

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

### § 13.3 WRITTEN NOTICE

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

### § 13.4 RIGHTS AND REMEDIES

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

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

## § 13.5 TESTS AND INSPECTIONS

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

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

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

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

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

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

## § 13.6 INTEREST

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

## § 13.7 TIME LIMITS ON CLAIMS

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 TERMINATION BY THE CONTRACTOR

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

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

init.

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

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

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

#### § 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

#### § 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

Init.

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

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

#### § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 CLAIMS

##### § 15.1.1 DEFINITION

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

##### § 15.1.2 NOTICE OF CLAIMS

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

##### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

##### § 15.1.4 CLAIMS FOR ADDITIONAL COST

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

##### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

Init.

### § 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

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

### § 15.2 INITIAL DECISION

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

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

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

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

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

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

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

Init.

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

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

### § 15.3 MEDIATION

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

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

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

### § 15.4 ARBITRATION

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

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

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

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

### § 15.4.4 CONSOLIDATION OR JOINDER

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

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

Init.

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

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

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:44:18 on 03/31/2010 under Order No.4591677428\_1 which expires on 03/19/2011, and is not for resale.

User Notes:

(862596978)

---

**SECTION 00750 – SUPPLEMENTAL GENERAL CONDITIONS**

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201, Fifteenth Edition, 2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

**ARTICLE 1 - GENERAL PROVISIONS**

Add the following sub-paragraphs to 1.1:

**1.1.9 Miscellaneous Definitions**

1.1.9.1 The term "product" includes materials, systems and equipment.

1.1.9.2 Where "as directed," "as permitted," "as required," "approved," "acceptance," or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance of the Architect is intended, unless stated otherwise. As used herein, "provide" shall be understood to mean "provide complete in place" that is, "furnish and install."

**1.2 Correlation and Intent of the Contract Documents**

Add the following Clause 1.2.3.1 to 1.2.3:

1.2.3.1 The following are all part of the Contract Documents and in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities.

1. The Agreement.
2. Addenda, with those of a later date having precedence over those of an earlier date.
3. The Supplementary Conditions.
4. The General Conditions of the Contract for Construction.
5. Specifications.

Add the following sub-paragraph 1.2.4:

1.2.4 Sections of Division 1 - General Requirements govern the execution of all Sections of the Specifications.

**ARTICLE 2 – OWNER**

2.1.1 Contact Person: Mr. Thomas Wright  
RI Dept. of Administration  
One Capitol Hill  
Providence, RI  
(401) 222-5161

**2.2 Information and Services Required of the Owner**

Delete sub-paragraph 2.2.1.

Delete sub-paragraph 2.2.2 and substitute the following:

- 2.2.2 The Contractor shall secure and pay for permits and fees, and necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

### ARTICLE 3 - CONTRACTOR

#### 3.2 Review of Contract Documents and Field Conditions by Contractor

Add the following sub-paragraph to 3.2:

- 3.2.5 Failure of the Specifications to indicate the need for items to properly perform the Work of the Project, such as attachments, bolts, hangers, and other fastening devices, shall not relieve the Contractor from furnishing and installing these items.
- 3.2.6 Should an inconsistency (or discrepancy) be found in the Contract Documents not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

Add the following sub-paragraph to 3.3:

- 3.3.4 If the Contractor determines that the Work already performed is not in proper condition to receive subsequent Work, the Contractor shall immediately take all steps necessary to ensure that the proper condition is achieved so that the Work can proceed.

#### 3.4 Labor and Materials

Delete sub-paragraph 3.4.2 and substitute the following:

- 3.4.2 The Contractor may make substitutions only with the written consent of the Owner, after evaluation by the Architect and in accordance with a properly executed Change Order.

Add the following sub-paragraphs 3.4.4 and 3.4.5 to 3.4:

- 3.4.4 After execution of the Contract, the Owner and the Architect shall only consider formal written requests for the substitution of products specified in and in accordance with the the General Requirements (Division 1 of the Specifications) and in Article 7 (CHANGES IN THE WORK) of this document.
- 3.4.5 By making requests for substitutions based on sub-paragraph 3.4.3 above, the Contractor:
- .1 Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to the product specified;
  - .2 Represents that the Contractor will provide the same warranty for the proposed substitute product that the Contractor would for the product specified;
  - .3 Certifies that the cost data presented is complete and accurate and includes only those costs directly related to this Contract and excludes any redesign costs of the Architect; and

- .4 Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

### 3.6 Taxes

Delete sub-paragraph 3.6. and substitute the following:

- 3.6.1 The Owner is exempt from payment of sales taxes for materials directly incorporated into the Work of this Project. Refer to requirements set forth in the General Requirements (Division 1 of the Specifications).

### 3.7 Permits, Fees and Notices

Add to sub-paragraph 3.7.1:

- .1 The Contractor shall contact the Rhode Island State Building Commissioner to determine the amount of permit costs and associated fees or surcharges, if any such permits are needed for the Project.

### 3.9 SUPERINTENDENT

Add the following to sub-paragraph 3.9.2:

- 3.9.2 The Contractor shall provide the Owner and the Architect with the Superintendent's name and contact information.

## ARTICLE 4 – ARCHITECT

Delete sub-paragraph 4.1.2 and substitute the following:

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

Delete sub-paragraph 4.1.3 and substitute the following:

- 4.1.3 If the employment of the Architect is terminated, the Owner has the option to employ another Architect whose status under the Contract Documents shall be that of the former Architect.

## ARTICLE 7 - CHANGES IN THE WORK

### 7.3 Construction Change Directives

Delete sub-paragraph 7.3.6 and substitute the following:

- 7.3.6 If a cost is not previously agreed upon, then the Contractor, provided he receives a Construction Change Directive signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Architect on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including in the case of an increase in the Contract Sum, an allowance for overhead and profit as stipulated in 7.3.10. In such cases, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data for

inclusion in a Change Order. Pending final determination of cost to the Owner, payments on account shall be made on the Architect's Certificate for Payment.

Add the following sub-paragraph to 7.3:

- 7.3.10 In sub-paragraph 7.3.3 and 7.3.6 the allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:
- .1 For the Contractor, for any Work performed by the Contractor's own forces, ten percent (10%) of the cost.
  - .2 For the Contractor, for Work performed by the Sub-subcontractor, five percent (5%) of the amount due the Subcontractor.
  - .3 For each Subcontractor or Sub-subcontractor involved, for any Work performed by that Subcontractor's own forces, ten percent (10%) of the cost.
  - .4 For each Subcontractor, for Work performed by Subcontractors of the Sub-subcontractor five percent (5%) of the amount due the Subcontractor.
  - .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.11.
  - .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor (Less than fifty dollars), shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner described the above sections (.1 - .4). In no case will a change over fifty dollars (\$50.00) be approved without such itemization.
- 7.3.11 Cost, as referred to throughout Article 7, shall be limited to the following costs directly attributable to the change: cost of materials, including cost of delivery; cost of labor, including social security and unemployment insurance, fringe benefits required by agreement or custom; Workmen's compensation insurance; rental value of tools (excluding small/hand tools), equipment and machinery.
- 7.3.12 Overhead, as referred to throughout Article 7, shall include the following expenses directly attributable to the change: cost of bond and insurance premiums, additional cost of supervision and superintendence, wages of time-keepers, watchmen and clerks, small/hand tools, incidentals, general office expense, and all other expenses directly attributable to the change and not included in "Cost".
- 7.3.13 The amount of any credit to the Owner for a deletion or change which results in a net decrease in the Contract Sum will be in the amount of the actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.
- 7.3.14 Subsequent to the approval of a Change Order, whether involving a change in Contract Sum, contract time or both, no additional claim related to that change will be considered by the Owner. A change incorporated into a Change Order is therefore all inclusive, and includes such factors as Project impact, schedule "ripple" effect or other items which may pertain to such change.

## ARTICLE 9 - PAYMENTS AND COMPLETION

### 9.3 Application for Payment

Add the following sentences to sub-paragraph 9.3.1:

The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

#### 9.4 Certificate for Payment

Add the following new sub-paragraphs:

9.4.3 First Certificate for Payment - The Architect will process the first Certificate for Payment only after receipt of: 1). the information required for Article 7 of the Instructions to Bidders; 2). certification from the Contractor that it is maintaining current Record Drawings

9.4.4 Second and Subsequent Certificates for Payment - The Architect will process the second and subsequent Certificates for Payment only after receipt of: 1). certification that the Contractor is maintaining current Record Drawings, 2). Release of Liens, 3). all the proposed material and color samples and selections have been submitted for the Architect's approval. The Architect will not process any Certificates for Payment without certification from the Contractor that the Record Drawings are current and without having received all Release of Liens forms.

#### 9.5 Decisions to Withhold Certification

Add the following Clause .8 to 9.5.1:

.8 Failure to maintain current Record Drawings.

#### 9.6 Progress Payments

Add the following to sub-paragraph 9.6.1:

9.6.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

Payments shall be made not more than once per month. Ninety percent (90%) of the portion of the Contract Sum properly allocatable to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-seven percent (97%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents. If in the opinion of the Architect, the Work progresses satisfactorily after fifty percent (50%) of the Work is completed, the Architect may recommend to the Owner that the retainage be decreased to five percent (5%). Such reduction shall occur upon the Owner's approval and after receipt of AIA Document G707A (Consent of Surety to Reduction).

Add the following sub-paragraph to 9.6.1:

9.6.1.1 The Owner reserves the right to withhold payment to the Contractor, in whole or in part, for any or all of the reasons cited in Clauses 9.5.1.1 through 9.5.1.8.

#### 9.7 Failure of Payment

Delete paragraph 9.7 and substitute the following:

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within thirty (30) days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon ten (10) additional days' written notice to the Owner and the Architect, stop Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the Amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

#### 9.8 Substantial Completion

Add the following sentence to sub-paragraph 9.8.4:

Prior to the issuance of a Certificate of Substantial Completion, and in addition to requirements herein, the Contractor and his subcontractors shall submit: 1). their respective certificates of Contract Document compliance; 2). all warranties and guarantees; 3). bonds; 4). all certifications and affidavits; 5). operating manuals, report of Owner instructions, and test results; 6). Project record documents, including Record Drawings; 7). extra materials and samples (as specified) required for Owner; and 8). any permits, including occupancy permit (if requested), and notices.

#### 9.10 Final Completion and Final Payment

9.10.2 Add the following sentence:

The Contractor shall submit AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims, and G706A, Contractor's Affidavit of Release of Liens, to satisfy number the affidavits required by (1) above, and AIA Document G707, Consent of Surety Company to Final Payment, to satisfy the consent required by number (4) above.

Add the following sub-paragraphs:

9.10.6 Certificates for Payment seeking final payment by the Contractor will not be processed unless and until Architect has received from the Contractor Release of Lien forms from all subcontractors and material suppliers indicating that they have been paid in full for all Work covered by prior Certificates for Payment.

9.10.7 The Contractor shall immediately satisfy all liens or encumbrances which, because of any act or default of the Contractor is filed against the premises, and shall indemnify and hold the Owner harmless against any and all claims (including without limitation subrogation claims), loss, liability, damages, costs, and expenses (including without limitation court costs and legal fees), of any kind whatsoever, and

any and all legal actions including third-party actions, cross-actions, and/or claims for contribution and/or indemnity with respect to any claims by any person, entity, and/or party, which relate to or arise out of the Project. In addition, moneys due under the Contract may be retained by the Owner until all such suits, claims for damages or expenses as aforesaid shall have been settled and paid.

- 9.10.8 The statement on the Standard AIA Form G702, Certificates of Payment, which certifies that "all bills are paid for which previous certificates for payment were issued" shall be notarized by a Notary Public currently licensed in the State of Rhode Island.

## ARTICLE 11 - INSURANCE AND BONDS

### 11.1 Contractor's Liability Insurance

- 11.1.1 Replace the words "in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located" insert the words "in a company or companies licensed to do business in the State of Rhode Island and to which the Owner has no reasonable objection."

Add the following sub-paragraphs to 11.1.1:

- .9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
1. Premises Operations (including X-C/U as applicable).
  2. Independent Contractor's Protective.
  3. Products and Completed Operations.
  4. Personal Injury Liability with Employment Exclusion deleted.
  5. Contractual-including specified provisions for Contractor's obligation under Paragraph 3.18.
  6. Owned, non-owned and hired motor vehicles.
  7. Broad Form Property Damage including completed operations including explosion, collapse, and underground.
- .10 If the General Liability coverages are provided by a General Liability Policy on a claims-made basis, the policy Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with subparagraph 9.10.2.

Add the following sub-paragraph to 11.1.2:

- 11.1.2 Add the following sentence:

The Owner shall be named as an additional insured on the insurance required by Section 11.1.1 and the coverage shall include liability arising out of completed operations and shall provide coverage for the sole negligence of the Owner as an additional insured.

- 11.1.2.1 The insurance required by sub-paragraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Worker's Compensation:
  - (a) State: Statutory
  - (b) Employer's Liability: \$500,000
  
2. Comprehensive General Liability (including Premises Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
  - (a) Bodily Injury:
 

\$1,000,000.	Each Person
\$1,000,000.	Each Occurrence
\$1,000,000.	Annual Aggregate
  - (b) Property Damage:
 

\$500,000.	Each Occurrence
\$1,000,000.	Annual Aggregate
  - (c) Products and Completed Operations to be maintained for one (1) year after final payment.
  - (d) Property Damage Liability Insurance shall provide X,C or U coverage as applicable.
  
3. Contractual Liability:
  - (a) Bodily Injury:
 

\$1,000,000.	Each Occurrence
--------------	--------------------
  - (b) Property Damage:
 

\$1,000,000.	Each Occurrence
\$1,000,000.	Annual Aggregate
  
4. Personal Injury, with Employment Exclusion deleted:
 

\$1,000,000.	Annual Aggregate
--------------	---------------------
  
5. Comprehensive Automobile Liability:
  - (a) Bodily Injury:
 

\$500,000.	Each Person
\$1,000,000.	Each Occurrence
  - (b) Property Damage:
 

\$500,000.	Each Occurrence
------------	--------------------

Add the following sub-paragraph to 11.1.3:

11.1.3.1 The Contractor shall provide the Owner with one (1) Certificate of Insurance reflecting the Owner as an additional insured for all insurance required in Article 11

no later than forty-eight (48) hours prior to commencement of any Work on the Project. If the Contractor's Liability Insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACCORD for 25S will be acceptable. The Contractor shall provide the Owner with copies of endorsements with each Certificate of Insurance evidencing the Owner's additional insured status, waivers of subrogation waiving any right to recovery the insurance company may have against the Owner, and showing that the requisite coverage remains on each policy. Any deductible or self-insured retention amount or other similar obligation under any of the policies required under Article 11 shall be the sole responsibility of the Contractor.

## 11.2 Owner's Liability Insurance

Delete the sub-paragraph 11.2.1 in its entirety.

## 11.3 Property Insurance

Delete sub-paragraph 11.3.1 in its entirety and substitute the following:

11.3.1 The Contractor shall purchase and maintain, in a company or companies licensed to do business in the State of Rhode Island, property insurance for the entire Work at the site in the amount of the initial Contract Sum, plus value of subsequent Contract . Such insurance shall be in a company or companies against which the Owner has no reasonable objection. The Owner, the Contractor, Subcontractors and Sub-subcontractors shall all be listed as additional insureds and said insurance shall protect against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage theft, vandalism, and malicious mischief. The Contractor shall also purchase and maintain this type of property insurance on portions of the Work stored offsite or in transit when such portions of the Work are to be included in an Application for Payment under sub-paragraph 9.3.2 and such portions of the work would not otherwise be covered under the "all risk" insurance policy required above and/or such insurance is otherwise required by the Contract Documents. Forty eight (48) hours before the commencement of the Work, the Contractor shall furnish the Owner with Certificates of Insurance and copies of endorsements proving that such coverage exists.

Add the following sentence to Clause 11.3.1.1:

11.3.1.1 The form of policy for this coverage shall be Completed Value.

11.3.1.2 Delete Clause 11.3.1.2.

11.3.1.3 Delete Clause 11.3.1.3.

11.3.2 Delete Sub-paragraph 11.3.2.

11.3.3 Delete Sub-paragraph 11.3.3.

11.3.4 Delete Sub-paragraph 11.3.4.

Delete sub-paragraph 11.3.6 in its entirety and substitute the following:

- 11.3.6 The Contractor shall file two (2) certified copies of all policies required under Article 11 with the Owner forty eight (48) hours prior to the commencement of the Work. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy and endorsements may not be cancelled, modified, or allowed to expire without at least thirty (30) days prior written notice to the Owner. The failure to provide the requisite insurance is a material breach of contract entitling the Owner to immediately terminate its agreement with the Contractor. If the Owner is damaged by the failure of the Contractor to maintain the requisite insurance and to so notify the Owner, then the Contractor shall bear all reasonable costs properly attributable thereto.
- 11.3.7 Modify sub-paragraph 11.3.7 substituting "Contractor" for "Owner" as fiduciary at the end of the first sentence.
- 11.3.8 Modify sub-paragraph 11.3.8 by substituting "Contractor" for "Owner" as fiduciary; except that at the first reference to "Owner" in the first sentence, the word "this" should be substituted for "Owner's".
- 11.3.9 Modify sub-paragraph 11.3.9 by substituting "Contractor" for "Owner" each time the latter word appears except in the last sentence (only the Owner can terminate for convenience).
- 11.3.10 Modify sub-paragraph 11.3.10 by substituting "Contractor" for "Owner" each time the latter word appears.

#### 11.5 Performance Bond and Payment Bond

Delete sub-paragraph 11.4.1 and substitute the following:

- 11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds must be secured through a surety company licensed to do business in the State of Rhode Island and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum.
- 11.4.1.1 The Contractor shall deliver the required bonds to the Owner on or before the date the Agreement is executed.
- 11.5.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

## ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

### Acceptance of Nonconforming Work

Add the following sentence to 12.3.1:

Acceptance by the Owner of any nonconforming Work must be in writing.

---

**ARTICLE 13 - MISCELLANEOUS PROVISIONS****13.6 Interest**

Add the following clause to the end of 13.6.1:

and as otherwise permitted by law.

Add the following paragraph 13.8 to Article 13:

**13.8 Equal Opportunity**

13.8.1 The Contractor shall maintain policies of employment as follows:

13.8.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

13.8.1.2 The Contractor and the Contractor's Subcontractor's shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

13.8.1.3 The Contractor shall be a signatory to the requirements of the Rhode Island Equal Employment Office.

Add the following paragraph 13.9 to Article 13:

**13.9 Prevailing Wage Schedules on Public Works Projects**

13.9.1 In accordance with the General Laws of Rhode Island the Department of Labor determined the customary and prevailing rate of wages paid to craftspersons, teamsters, and laborers in the constructing of public Works by the State, and by cities and towns, and by persons contracting therewith for such construction. Violators are subject to fine of not more than One Hundred Dollars (\$100.00) for each offense.

13.9.2 The wage rates as ascertained by the Department of Labor are uniform for the State of Rhode Island and as of the date of advertisement of Contract applying to the life of the Contract. Information concerning wage rates prevailing in the construction industry in Rhode Island may be obtained from the Office of the State Department of Labor and Training, 1511 Pontiac Avenue, Cranston, Rhode Island 02920. Under no condition shall the wages paid on this Project be less than those designated in the general classification. This clause does not relieve the Contractor or his

Subcontractors from respecting any other union regulations to which he ordinarily subscribes.

13.9.3 Bulletin No. 3, State Labor Laws, issued by the Rhode Island Department of Labor, pertaining to Public Works Projects (General laws of Rhode Island, Revision of 1956, Chapter 37-12 as amended, and Chapter 77, Public Laws of 1965), are hereby made a part of this Project. These laws include, but are not limited to:

- .1 Weekly payment of employees;
- .2 Provisions applicable to public Works contracts;
- .3 Payment of prevailing wage rates;
- .4 Posting of prevailing wage rates and;
- .5 Overtime compensation.

#### ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT

Delete clause 14.1.1.4 in its entirety.

Delete sub-paragraph 14.2.1.4 and substitute the following:

14.2.1.4 otherwise fails to satisfactorily fulfill or perform any obligations, promises, terms, or conditions of the Contract Documents.

Delete paragraph 14.2.3 and insert the following:

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

Add the following sentence to clause 14.2.4

14.2.4 Such payment does not limit other damages recoverable by the Owner at law.

14.4 Termination by the Owner for Convenience

Delete sub-paragraph 14.4.3 and substitute the following:

14.4.3 Within thirty (30) days of the effective date of the termination of the contract by the Owner, the Contractor shall submit to the Architect an Application for Payment for any unpaid Work performed up to the date of termination. Such application shall proceed in the ordinary course as provided herein.

#### ARTICLE 15 – CLAIMS AND DISPUTES

##### 15.4 ARBITRATION

Delete section 15.4 entitled ARBITRATION in its entirety and all references to arbitration in "AIA General Conditions, A201, 2007" and substitute the following:

Arbitration shall be in accordance with the provisions of the State Arbitration laws (State of Rhode Island, General Laws, Title 37, Chapter 16), which shall take precedence and shall govern.

#### ARTICLE 16 - SPECIAL PROJECT WORK CONDITIONS

##### 16.1 Coordination

- A. Prior to commencement of subcontract Work, a designated representative of each subcontractor shall meet with the Project superintendent and Owner's Representative at the site and at the time set by the Owner's Representative to discuss requirements and the scope of Work.
- B. The General Contractor and all subcontractors will be required to attend a reconstruction conference at a date and time set by the Owner's Representative.

#### 16.2 Behavior of Personnel

- A. If in the opinion of the Owner's Representative, any employee of the Contractor, a subcontractor and/or a sub-subcontractor is physically or mentally unfit for Work or exhibits behavior incompatible with Work site environment, said employee may be required to leave the property and may be refused re-admittance.
- B. Employees of the Contractor, subcontractor and/or sub-subcontractor shall abide by the State's drug-free workplace policy and shall so attest upon request by the Owner by signing a certificate of compliance.
- C. Employees of the Contractor, subcontractor and/or sub-subcontractor shall be familiar with special regulations, policies and procedures in effect at the site and comply with such rules, including but not limited to security policies or practices and/or criminal background checks.
- D. At all times while Work is performed at the site at least one employee of the Contractor, subcontractor and sub-subcontractor shall have a good command of the English language and must be able to effectively communicate with the Owner and its staff.
- E. Employees of the Contractor, subcontractor and/or sub-subcontractor shall not disclose any confidential information of the Owner to any third party. Confidential information means: (1) any information of a sensitive or proprietary nature, whether or not specially identified as confidential or proprietary; or (2) any information about the Owner gained during the performance of a contract that is not already lawfully in the public domain.

#### 16.3 Substitutions

- A. In all cases where a proprietary designation is used in connection with materials or articles to be furnished under this contract and the phrase "or equal" is not used, the Contractor shall furnish the specified item, unless a written request for a substitute has been submitted by the Contractor and written approval is issued by the Owner.
- B. See Section 01600, Paragraph 1-06 for additional requirements and Contractor responsibility relating to substitutions. Specifically subparagraphs relating to speculative substitutions and additional liabilities.

#### 16.4 Codes, Rules and Regulations

- A. All Work is to be in accord with the latest requirements of:
  - 1. Federal, State and Municipal Laws;
  - 2. Rhode Island Building and Fire Codes; and

3. Any prevailing rules and regulations pertaining to the adequate protection and/or guarding of any moving parts or other hazardous locations.
- B. Reference in Specifications or Drawings shall mean and intend the latest edition of such, as published at date of submission of bids.
- C. Reference to technical society organizations or body is made per the following abbreviations:
- |       |   |
|-------|---|
| AIA   | American Institute of Architects              |
| AISE  | American Institute of Electrical Engineers    |
| AISC  | American Institute of Steel Construction      |
| ASA   | American Standards Association                |
| ASME  | American Society of Mechanical Engineers      |
| ASTM  | American Society of Testing and Materials     |
| AWSC  | American Welding Society                      |
| CS    | Commercial Standard of U.S. Dept. of Commerce |
| FS    | Federal Specifications                        |
| NBS   | National Bureau of Standards                  |
| NEC   | National Electric Code                        |
| UBC   | Uniform Building Code                         |
| UL    | Underwriters' Laboratories, Inc.              |
| AASHO | American Assoc. of State Highway Officials    |
- D. All Contractors and Subcontractors shall comply with requirements of the Occupational Safety and Health Act of 1970 or revisions thereto, which are applicable during the term of this Contract and hold the Owner and/or his agents harmless from any claim or loss that may result from violations of or claims under this act.
- E. Nothing in the Specifications or Drawings is to be construed to allow Work not in accord with the above requirements. When requirements shown or specified are less than those in the codes listed above, the Contractor is to furnish and/or install the larger size or higher standard without extra cost to the Owner.
- F. All Contractors and material/equipment suppliers shall comply with the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4826) and the Rhode Island General Laws.

#### 16.5 Drawings

- A. Structural drawings need not show architectural finishes. Architectural drawings need not show completed structural and/or mechanical or electrical installation or vice versa.
- B. Architectural drawings shall have precedence over all other drawings.
- C. All Work drawn on plans and not specified, or all Work specified and not drawn are part of Contract Work required to be done and are to be executed as fully as if described in both of these ways. Only Work specifically noted in the following manner shall be considered as not being in the contract:

"...by Owner"  
"...NIC (Not In Contract)"

- D. If, after examination of Contract Drawings and Specifications, or after a visit to the premises, any discrepancies, omissions, ambiguities, or conflicts are found in the Contract Documents or there is doubt as to their meaning, the Architect is to be notified immediately, in writing. Where information sought is not clearly indicated or specified, the Architect will issue addendum to the Contractor clarifying conditions and which addendum will become part of the Contract Documents. Neither the Owner nor the Architect will be responsible for any oral instructions.
- E. If there are two (2) ways and/or instruction in drawings and/or specifications, it shall be assumed that the Contractor has based its Base Bid price on the most expensive way.
- F. If duplication is shown on drawings and/or specifications of Work by more than one (1) trade, Owner shall determine which trade shall do Work and rebate shall be due from the other trades to Owner.
- G. Drawings DO NOT include any necessary components for construction safety.
- H. In all work shown on Drawings, figured dimensions are to be followed in all cases, though they may differ from scaled measurements. Before beginning the work, Contractor is to check through and verify all dimensions/elevations and call to the attention of the Architect any apparent or manifest discrepancy.
  - 1. Contractor shall verify all dimensions with existing and actual field conditions, prior to start of any work.
- I. All work and materials shown on drawings shall be interpreted by the Contractor as being new work and materials to be furnished and installed unless they are specifically indicated as being existing and to remain.

#### 16.6 Manufacturer's Directions

- A. Manufactured articles, materials and equipment must be applied, installed, connected, erected, used, cleaned, and / or conditioned in accordance with manufacturer's printed directions unless specified to the contrary.
- B. If there is a conflict between the Contract Documents and manufacturer's directions, the Contractor shall notify the Architect in writing. Contractor shall not proceed with Work until Architect has reviewed the conflicting data and provided the Contractor with a decision on which specification to follow.

#### 16.7 Dimensions

- A. In all Work shown on Drawings, figured dimensions are to be followed in all cases, though they may differ from scaled measurements before beginning the Work, Contractor is to check through all dimensions and call to the attention of the Owner for adjustment any apparent or manifest discrepancy. Contractor shall verify all dimensions with existing and actual field conditions prior to start of construction and assumes all responsibility regarding the same.

#### 16.8 Foreign Corporations

- A. The attention of the General Contractor is hereby directed to excerpts from Chapters 1 - 6 of Title 7 of the General Laws of Rhode Island, 1956, relative to the

conditions precedent, etc. to carrying on business within the State for foreign corporations.

- B. The certificate and power of attorney mentioned in the General Corporations Law, properly filled out, subscribed and sworn to and accompanied by a certified copy of the charter, articles of association, or other similar organization papers, together with all amendments, must be filed in the Office of the Secretary of State by all foreign corporations intending to carry on business within this State, or for a foreign corporation to enforce in the courts of this State any contract made within the State.
- C. Detailed information regarding Chapters 1 - 6 of Title 7 of the General Laws of Rhode Island, 1956, relative to the conditions precedent, etc., to carrying on business with this State for Foreign Corporations may be obtained from the Rhode Island Secretary of State, State House, Smith Street, Providence, Rhode Island or by going to [www.state.ri.us](http://www.state.ri.us).

#### 16.9 Contractor's Agreement

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

#### 16.10 General Specification Note

- A. The paragraph entitled "WORK INCLUDED" in each section of the technical specifications shall be considered general in nature and NOT all inclusive. The intent of the paragraph is to provide a general guide of what is included in the section.
- B. The paragraph entitled "RELATED WORK" in each section of the technical section shall be considered general in nature and NOT all inclusive. The intent of the paragraph is to provide a general guide of what Work is related to Work included in this section.

#### 16.11 Signs

- A. Contractors, subcontractors and sub-contractors are prohibited from displaying signs of any kind at the site, including advertisements, except as approved by the Owner or as required by authorities having jurisdiction.

#### 16.12 Drawings and Specifications

- A. One (1) CD will be furnished to the Contractor without cost. Hard copies / printing shall be the responsibility of the contractor.

#### 16.13 Work Not Specified

- A. Work shown on drawings concerning which there are no particular specification shall not relieve Contractor from furnishing and installing same. Contractors shall review plans carefully for miscellaneous Work not specified and shall perform such Work with materials and Workmanship of the highest quality.

---

#### 16.14 Meaning and Intent

- A. The Contractor shall provide items such as attachments, hangers, bolts and screws, which are obviously needed to perform Work properly but are not specifically indicated on the drawings and specifications.
- B. INTENT: It is the intent of the plans and these specifications that all design, equipment, materials and Workmanship used on this Project be in complete conformance with all local, state and national codes, ordinances and standards. It is the Contractor's responsibility to submit only those items that meet these codes. Should an item be inadvertently specified by model number that is not in conformance with local and state codes, the Contractor shall notify the proper authorities prior to any submittals of the item. Regardless of any approval action given, it is the Contractor's responsibility to install only those items that are in conformance with applicable codes. Should any non-conforming code items be installed, they shall be replaced by the Contractor at no additional cost to the Owner.

#### 16.15 Use of the Premises

- A. Since the premises are occupied, Work is to be done as expeditiously as possible and with as little inconvenience as possible and without danger to occupants. The Contractors, subs, etc. shall conduct Work in such manner as to allow continued operation with minimum of interference, use and function of the buildings and premises and schedule Work in consultation with Owner or his representative. The Contractor shall leave unobstructed ways along roadways and walks, except as approved by Owner in writing and restrict introduction of materials and access and egress of Workmen and vehicles to such places as approved by Owner. The Contractor shall notify the Owner no later than twenty four (24) hours prior to any interference, obstruction and restriction on the Owner's use of the premises and await Owner's written approval prior to such interference. All floors, wall surfaces and ceilings shall be protected during construction.

#### 16.16 Existing Utilities and Structures

- A. All existing utilities are NOT indicated on the drawings. Contractors shall use caution during construction and assume all responsibility for damage to utilities except as otherwise expressly provided herein. The Owner will cooperate fully, at the Contractor's written request, in assisting the contractor in locating and identifying underground utilities.
- B. The Contractor shall take all precautions to prevent any damage to utilities and structures encountered during the Work and ensure that they remain in constant operation except as may be required to connect or disconnect from them and shall immediately repair any active existing utility lines (cables, conduits, ducts, and piping) damaged during the performance of the Work except where such lines are to be abandoned. The Contractor shall be responsible for any and all damages to utility piping, drains, sewers, electrical wiring and conduits, buildings and/or other structures that may be met within the performance of the Work including damages caused by Subcontractors, Sub-subcontractors and material manufacturers, their agents or employees. The Contractor shall protect and maintain such active existing utilities in use, until relocation of same has been complete or cut, or capped, or prepared for service connections, as applicable; and perform such repair and protection Work at no additional cost to the Owner. The Contractor shall put in place shores, slings and/or other devices necessary to prevent such damage.

- C. The Contractor shall notify the Owner in writing not less than three (3) days in advance of the proposed time for shutting down or interrupting any utilities, services or facilities which may affect the operation of other buildings, services or facilities of the Owner. Unless otherwise authorized by the Owner, the Contractor shall schedule and coordinate this Work such that interruption will occur on weekends, holidays or before or after normal Working hours of the Owner's facility. In no case shall any shutdown or interruption of any utilities, services or facilities be made without the prior written approval and the authorization of the Owner.

#### 16.17 Protection of Persons and Property

- A. The Contractor shall provide and maintain, for the duration of the Contract, proper protective measures as may be required to adequately protect the Owner's personnel and the public from hazards resulting from the Work performed hereunder.
- B. The Contractor shall take all proper precautions to protect the Owner's property from damages and replace, or put in good condition, any existing items which are damaged in carrying out the Work, unless designated to be permanently removed or demolished.
- C. When regulated by local building code or other Authority, such requirements for protection shall be considered as minimum requirements and the Contractor shall be responsible for the protection of such minimum requirements as may be required by public safety laws.
- D. The requirements of this paragraph shall be in addition to, not in lieu of, other protection requirements contained in the Contract Documents.

#### 16.18 Damage from the Elements

- A. The Contractor will be held responsible for all damage to new and existing construction and damage and/or loss to any and materials and/or equipment located at the site from the elements until acceptance by the Owner.
- B. The intent of this paragraph is to protect the Owner against claims made for reimbursement in cases where materials are improperly stored, protected or erected in such a manner that rain, snow, sunlight or other normal damage to these materials from the elements would result. Unforeseen natural disasters, etc., are presumed to be covered by the usual forms of property damage insurance maintained by the Contractor.

#### 16.19 Safety and Health

- A. The Contractor shall provide protective devices required by authorities having jurisdiction. The contractor shall take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protection against occurrence of any accident, injury to any person or object during progress of Work. The contractor shall provide and erect temporary fences, guards, etc., required to protect Owner's employees, the public and/or Workmen, and remove same when the Work is completed. The contractor shall keep all passageways clear and safe, and comply with provisions of the following Federal Laws and regulations, as amended:

1. Occupational Safety & Health Act of 1970, Public Law 91-596.

2. Part 1510-Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.
3. Chapter XIII of Title 29, Code of Federal Regulations, Part 1518-Safety and Health Regulations of Construction. (36 FR 75)
4. Any and all other applicable state or federal laws, codes, and/or regulations.

#### 16.20 Indemnification

- A. To the fullest extent permitted by law and notwithstanding any approvals or instructions which may be obtained from Owner in connection with use of premises, the Contractor agrees to indemnify and save the Owner and Architect harmless from and (1) against any and all claims, loss, liability, injury including death, damage or costs by any person, firm, corporation or other entity including without limitation those claiming by, through or under the Contractor, its officers, agents, servants, employees, parents, subsidiaries, partners, officers, directors, attorneys, insurers, and/or affiliates, in any capacity whatsoever, including all subrogation claims and/or all claims for reimbursement, including court costs and attorneys fees and/or any other costs of defending an action arising out of or resulting from the Work provided for or performed under the Contract Documents or from any act, omission, or negligence of the Contractor, Subcontractors and their agents, or employees; and (2) any and all legal actions including third-party actions, cross-actions, and/or claims for contribution and/or indemnity with respect to any claims by any other persons, entities, parties, which may arise out of or result from the Work provided for or performed under the Contract Documents. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.
- B. To the fullest extent permitted by law, the Contractor, subcontractors, sub-subcontractors, their officers, agents, servants, employees, parents, subsidiaries, partners, officers, directors, attorneys, insurers, and/or affiliates, release, waive, discharge and covenant not to sue the Owner, its officers, agents, servants and/or employees for any and all liability, claims, cross-claims, rights in law or in equity, agreements, demands, actions and any causes of actions whatsoever arising out of or related to any loss, damages, expenses (including without limitation any court costs and attorneys fees, interest and penalties) or injury of any type, kind or nature whatsoever (including death), whether based in contract, tort, warranty, or other legal, statutory, or equitable theory of recovery, which relates to or arises out of the Work provided for or performed under the Contract Documents.
- C. The Contractor shall reimburse the Owner for any and all damage to its real or personal property caused by the acts of the Contractor, Subcontractors, Sub-subcontractors, their agents or employees.
- D. The duties of Contractor, Subcontractors, etc. under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even when the Contractor is alleged or is found to merely have contributed in part to the acts giving rise to the claims and/or where the Owner is alleged or is found to have contributed to the acts giving rise to the claims.
- E. Asbestos Material Identification and Removal: During demolition operations, it shall be the responsibility of the Contractor to identify any asbestos materials that may be encountered. Should they be encountered, the Contractor shall immediately notify the Owner, stop Work in the area of concern, and not proceed with any work in that

area until further notice. It is understood and agreed that the handling or removal of asbestos or asbestos products involves certain health risks which require specific safety measures. The Architect and Owner shall not be responsible for safety and safety measures on the job, including measures for the protection of employees of Contractor, Subcontractors, Sub-subcontractors, their employees and agents, nor for the protection of the general public. Such responsibility for safety and safety measures is and shall remain that of the Contractor. The Contractor, Subcontractors, Sub-subcontractors, their employees and agents, shall hold harmless and indemnify the Architect and Owner from all claims, suits, expenses and/or damages arising from or alleged to arise from exposure to or inhalation of asbestos or asbestos fibers.

16.21 Reports and Information

- A. Performance of the Work under this contract will be monitored. The Contractor, Subcontractors, Sub-subcontractors, their employees and agents shall provide information, as may be requested, in form as required by the Owner or Architect, pertaining to matters covered by this contract.

16.22 Clean Air and Water

- A. The Contractor shall comply with requirements of Section 114 of the Clean Air Act, as amended, 42 USC § 1857 *et seq.* and Section 308 of Clean Water Act, as amended, 33 USC § 1318 and regulations and guidelines issued thereunder. The Contractor shall not use any facility listed on List of Violating Facilities issued by Environmental Protection Agency (EPA) pursuant to 40 CFR § 15.20.

16.23 Records

- A. The Contractor shall maintain records with respect to matters covered by this Contract for a period of three (3) years after receipt of final payment including, but not limited to, costs, supported by checks, properly executed payrolls, time records, invoices, contracts, vouchers, accounting and other documents evidencing nature and propriety of charges or conditions of employment or purchasing, and shall maintain the records in a manner that they are readily accessible, clearly identified and available for audit by the Owner.

END OF SECTION 00750

---

**SECTION 00850 – SCHEDULE OF DRAWINGS****GENERAL**

The drawings for this project represent an integral part of the contract documents, and should not be considered as a separate entity. They, along with the technical specifications, form a complete process of disseminating specific information required to perform the work of this project.

The following schedule indicates the drawings of this project, ordered for convenience only, and do not obligate the Contractor to perform the work in any specific sequence, nor construed as specific work for a specific trade, subcontractor or supplier.

**DRAWING****NUMBER TITLE**

	Title Page
C1.0	Site Plan No. 1 (North Side)
C1.1	Site Plan No. 2 (South Side)
C2.0	Construction Details No. 1
C2.1	Construction Details No. 2
C2.2	Construction Details No. 3

END OF SECTION 00850

## SECTION 00950 – PREVAILING WAGE RATES

The State of Rhode Island Department of Labor, Division of Professional Regulation General Decision Modification document current as of the bid issuance 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:

[www.purchasing.ri.gov](http://www.purchasing.ri.gov)

Click on “Vendor Information”; click on “General Information”; click on “Prevailing Wage Tables”.

END OF SECTION 00950

---

**SECTION 01005 – ADMINISTRATIVE PROVISIONS****PART 1 - GENERAL****1.00 GENERAL REFERENCE**

- A. The General Conditions, Supplementary General Conditions and Division 1 of these specifications are hereby included as part of this section.

**1.01 REQUIREMENTS INCLUDED**

- A. Title of Work, and type of Contract.
- B. Contractor Use of Premises.
- C. Applications for Payment
- D. Field Engineering.
- E. Reference Standards.
- F. Cutting and Patching
  - 1. Requirements and limitations for cutting and patching of Work.
- G. Supervision
- H. Miscellaneous Administrative Items

**1.02 WORK COVERED BY CONTRACT DOCUMENTS**

- A. Work of this Contract comprises of removal of existing spalled or damaged exterior concrete pavement, stairs, walls, sealants, and the removal of existing ground light fixtures located at the Cannon Building (Department of Health) replacing with new concrete and sealants with finish to match existing at the Rhode Island Department of Administration Building. The following scope of work descriptions are general in nature and should not be considered all inclusive by the Contractor. All work is being performed for the State of Rhode Island, here in after called the Owner.

The base bid work includes removing and disposing of existing exterior concrete sidewalks, stairs, pipe rails and walls located around the Department of Administration Building. The existing ground light fixtures indicated on drawing C1.0 at the Cannon Building shall be removed and wires pulled and remaining light box concrete filled. The concrete areas removed shall be replaced with new concrete to match existing finish and new pipe rails installed.

- B. The contractor must provide all material, labor, tools, plant, supplies, equipment, transportation, superintendence, temporary construction of every nature and all other services and facilities necessary to complete the construction for the Owner, including all incidental work as required or described in the contract documents.

**1.03 CONTRACT METHOD**

- A. Construction of the Work under single lump sum contract.
- B. Items noted "NIC" (Not In Contract) and other items as indicated will be furnished and installed by Owner.

---

#### 1.04 APPLICATIONS FOR PAYMENT

- A. Submit five copies of each application under procedures of Section 01300 on AIA G702 - Application and Certificate for Payment.
- B. Content and Format: That specified for Schedule of Values in Section 01300.
- C. Contractor shall refer to Section 00700 - General Conditions, for additional requirements.

#### 1.05 CONTRACTOR USE OF PREMISES

- A. Limit use of premises for Work and for construction operations, to allow for work by other Contractors.
- B. Limit access to site and work areas as directed by the Owner.

#### 1.06 JOB SAFETY AND ACCIDENT PREVENTION

- A. All construction work on this project must be performed in compliance with the Occupational Safety and Health Act of 1970 or with local or State occupational safety and health regulations enforced by an agency of the locality or State under a plan approved by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA)
  - 1. All contractors and subcontractors shall comply with requirements of the Occupational Safety and Health Act of 1970 or revisions thereto, which are applicable during the term of this contract and hold the Owner and Architect and/or their agents harmless from any claim or loss that may result from violations of or claims under this act.
- B. See the General Conditions for further requirements.

#### 1.07 FIELD ENGINEERING

- A. Provide field engineering services; establish grades, lines, and levels, by use of recognized engineering survey practices.
- B. Control datum for survey is that shown on Drawings. Locate and protect control and reference points.
- C. Owner will establish lot lines, restrictions and principal bench marks. Contractor shall establish all required bench marks, grades, lines and levels. Contractor shall verify all bench marks, grades, lines, levels and dimensions prior to commencement of work. Inconsistencies shall be reported to the Architect prior to commencement of work.
- D. Contractor shall not deviate from established grades and lines, except by written approval of the Architect or obvious error exists in designated grades and lines.
- E. Contractor shall establish bench marks as required to properly perform work of this project.

- F. Contractor shall layout partition lines and other significant reference lines or points which will enable mechanical, electrical and other trades to accurately locate boxes, openings, sleeves, conduits, hangers, inserts and other devices.
- G. Prior to start of any work, the contractor shall confirm and verify the location, adequacy and elevations of all existing conditions that are being disturbed for a complete installation. Contractor shall pay all costs associated with any modifications required by his failure to follow this requirement.

#### 1.08 REFERENCE STANDARDS

- A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. The date of the standard is that in effect as of date of Contract Documents when there are no bids, except when a specific date is specified. If governing codes reference standard date then code reference date shall be in effect.
- C. Obtain copies of standards when required by Contract Documents. Maintain copy at jobsite during progress of the specific work.

#### 1.09 CUTTING AND PATCHING

- A. Submit written request in advance of cutting or alteration which affects:
  - 1. Structural or security integrity of any element of Project.
  - 2. Integrity of weather-exposed or moisture-resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate Contractor.

#### 1.10 EXISTING UTILITIES AND STRUCTURES

- A. Contractor shall be responsible for injury or damages to any utility piping, drains, sewers, electrical wiring and conduits, buildings and other structures that may be met within the prosecution of the work. Contractor shall be liable for any damages to items resulting from work of this Contract. To include injury or damages caused by Subcontractors, sub-subcontractors and material manufacturers.
- B. Shore or sling in place and prevent any damage to above mentioned items. Maintain them in constant operation except as may be required to connect or disconnect from them.
- C. All existing utilities are NOT indicated on the drawings. Contractor to use caution during construction.

#### 1.11 SUSPENSION FROM STRUCTURE

- A. All work, materials and equipment shall be suspended from the structure only. Piping, ductwork, metal deck, etc. shall not be used as anchorage for hangers. All hangers to be of the concentric type.

#### 1.12 SUPERINTENDENCE OF SUBCONTRACTORS

- A. The contractor must supervise subcontractors in accordance with the provisions of General Conditions. A project superintendent shall be on site whenever any work is being performed.

#### 1.13 COORDINATION

- A. Prior to commencement of subcontract work, a designated representative of each subcontractor shall meet with project superintendent, Owner and Architect at the site to discuss requirements and scope of Work.
- B. The General Contractor and all subcontractors will be required to attend a preconstruction conference at a date and time set by the Owner.

#### 1.14 BEHAVIOR OF PERSONNEL

- A. If in the opinion of the Owner or Architect, any employee of the Contractor or his subcontractors is physically or mentally unfit for work or exhibits behavior incompatible with work site environment, said employee may be required to leave property and may be refused re-admittance.

#### 1.15 SUBSTITUTIONS

- A. In all cases where a proprietary designation is used in connection with materials or articles to be furnished under this contract and the phrase "or equal" is not used, the Contractor shall furnish the specified item, unless a written request for a substitute has been submitted by the Contractor and reviewed by the Architect to his satisfaction.
- B. See Section 01600 for additional requirements and Contractor responsibility relating to substitutions. Specifically, subparagraphs relating to speculative substitutions and additional liabilities.

#### 1.16 CODES, RULES AND REGULATIONS

- A. All work is to be in accord with the latest requirements of:
1. Federal, State and Municipal Laws
  2. Rhode Island Building and Fire Code
  3. National Plumbing Code
  4. National Electric Code
  5. Any prevailing rules, regulations pertaining to adequate protection and/or guarding of any moving parts or otherwise hazardous locations.
- B. Reference in Specifications or Drawings shall mean and intend the latest edition of such, as published at date of submission of bids.
- C. Reference to technical society organizations or body is made per the following abbreviations:
- |      |  |
|------|--|
| AIA  | American Institute of Architects           |
| AISE | American Institute of Electrical Engineers |
| AISC | American Institute of Steel Construction   |
| ASA  | American Standards Association             |
| ASME | American Society of Mechanical Engineers   |
| ASTM | American Society of Testing and Materials  |
| AWSC | American Welding Society                   |

CS	Commercial Standard of U.S. Dept. of Commerce
FS	Federal Specifications
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards
NEC	National Electric Code
UBC	Uniform Building Code
UL	Underwriters' Laboratories, Inc.
AASHO	American Assoc. of State Highway Officials

- D. Nothing in the Specification or Drawings is to be construed to allow work not in accord with the above requirements. When requirements shown or specified are less than those in the codes listed above, the Contractor is to furnish and/or install the larger size or higher standard without extra cost to the Owner.

1.17 DRAWINGS AND SPECIFICATIONS

- A. All work drawn on Plans and not specified or all work specified and not drawn are part of Contract Work required to be done and are to be executed as fully as if described in both of these ways. Only work specifically noted in the following manner shall be considered as not being in the contract:

".....by Owner".  
 ".....NIC (Not In Contract)".

- B. If, after examination of Contract Drawings and Specifications, or after a visit to the premises, any discrepancies, omissions, ambiguities, or conflicts are found in or amount contract documents or there is doubt as to their meaning, Architect is to be notified at the earliest possible date. Where information sought is not clearly indicated or specified, the Architect will issue addendum to the Contractor clarifying conditions, which addendum will become part of the Contract Documents. Neither the Owner nor the Architect will be responsible for any oral instructions.
- C. If there are two ways and/or instruction in drawings and/or specifications, it shall be assumed that the Contractor has based his base bid price on the most expensive way.
- D. If duplication is shown on drawings and/or specifications of work by more than one trade, Architect shall determine which trade shall do work and rebate shall be due from the other trades to Owner.
- E. Drawings DO NOT include any necessary components for construction safety.
- F. In all work shown on Drawings, figured dimensions are to be followed in all cases, though they may differ from scaled measurements. Before beginning the work, Contractor is to check through and verify all dimensions/elevations and call to the attention of the Architect any apparent or manifest discrepancy.
  - 1. Contractor shall verify all dimensions with existing and actual field conditions, prior to start of any work.
- G. All work and materials shown on drawings shall be interpreted by the Contractor as being new work and materials to be furnished and installed unless are specifically indicated as being existing to remain.

1.18 MANUFACTURER'S DIRECTIONS

- A. It is intended that manufactured articles, materials, and equipment be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with manufacturer's printed directions unless specifically specified to the contrary.
- B. If there is a conflict between the Contract Documents and manufacturer's directions, the Contractor shall notify the Architect in writing. Contractor shall not proceed with work until Architect has reviewed the conflicting data and provide the Contractor with a decision on which specification to follow.

#### 1.19 GENERAL SPECIFICATION NOTE

- A. The paragraph entitled "WORK INCLUDED" in each section of the technical section shall be considered general in nature and NOT all inclusive. The intent of the paragraph is to provide a general guide of what is included in the section.
- B. The paragraph entitled "RELATED WORK" in each section of the technical section shall be considered general in nature and NOT all inclusive. The intent of the paragraph is to provide a general guide of what work is related to work included in this section.

### PART 2 PRODUCTS

#### 2.01 MATERIALS (CUTTING & PATCHING)

- A. Primary Products: Those required for original installation.
- B. Product Substitution: For any proposed change in materials, submit request for substitution under provisions of Section 01600.

### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Inspect existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.
- B. After uncovering existing work, inspect conditions affecting performance of Work.
- C. Beginning of cutting or patching means acceptance of existing conditions.

#### 3.02 PREPARATION

- A. Provide all required temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.
- B. Provide protection from elements for areas which may be exposed by uncovering work.

#### 3.03 CUTTING AND PATCHING

- A. Execute cutting, fitting, and patching including excavation and fill to complete work.
- B. Fit products together, to integrate with other work.

- C. Uncover work to install ill timed work.
- D. Remove and replace defective or non-conforming work.
- E. Remove samples of installed work for testing.
- F. Provide openings in the Work for penetration of mechanical and electrical work.

#### 3.04 PERFORMANCE

- A. Execute work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.
- B. Employ original installer to perform cutting and patching for weather exposed and moisture resistant elements, and sight-exposed surfaces.
- C. Cut rigid materials using saws or core drill. Existing interior window casings and trim scheduled to be removed shall be saw cut at location where removed materials meet existing materials scheduled to remain. Pneumatic tools not allowed without prior approval of the Architect.
- D. Restore work with new Products in accordance with requirements of Contract Documents.
- E. Fit work tight to adjacent surfaces and refinish all work back to its original condition. Refinish all surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
- F. At penetrations of fire rated walls, partitions, ceiling, and all floor construction, completely seal voids with fire rated materials to full thickness of the penetrated element.

END OF SECTION 01005

---

**SECTION 01006 – CONSTRUCTION PHASING AND SCHEDULING****PART 1 - GENERAL****1.00 GENERAL REFERENCE**

- A. The General Conditions, Supplementary General Conditions and Division 1 of these specifications are hereby included as part of this section.

**1.01 REQUIREMENTS INCLUDED**

- A. Coordination.
- B. Work Hours.
- C. Work Sequence and Scheduling.

**1.02 RELATED REQUIREMENTS**

- A. Section 01005 - Administrative Provisions: Cutting and patching.
- B. Section 01300 - Submittals: Construction schedules.
- C. Section 01500 - Construction Facilities and Temporary Controls: Temporary enclosures, protection of completed work, and cleaning.
- D. Section 02065 - Demolition: Demolition requirements.

**1.03 COORDINATION**

- A. Coordinate work of the various sections of specifications and all drawings, to assure efficient and orderly sequence of installation of construction elements, and with provisions for accommodating items installed later.
- B. Verify characteristics of elements of interrelated operating equipment are compatible; coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on drawings. Follow routing shown for pipes, ducts, and conduits, as closely as practicable; make runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas, conceal pipes, ducts, and wiring in the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Execute cutting and patching to integrate elements of Work, uncover ill-timed, defective, and non-conforming work, provide openings for penetrations of existing surfaces, and provide samples for testing. Seal all penetrations through floors, walls, and ceilings.
- F. **COOPERATION**
  - 1. Construction operation of various contracts will be proceeding concurrently. Contractor and Subcontractors shall make every effort to cooperate with the

other Contractors on the site and in such manner not to delay or interfere with carrying forward other Contractor's work.

2. Contractor and Subcontractors shall coordinate their work with adjacent work, and cooperate with other trades so as to facilitate general progress of work. Each trade shall afford other trades every reasonable opportunity for installation of their work and for storage of their materials. All material storage locations shall be approved by the Architect.

#### 1.04 WORKING HOURS

- A. In no case shall Contractor or any Subcontractor perform any work on project, except during regular working hours without in each instance, notifying the Architect and Owner's Representative in order that they may be present to assist during work. This shall not be interpreted as a measure to prevent the Contractor from working "overtime" under any circumstances, but merely to insure that the Architect or Owner's Representative may have the opportunity to be on hand to assist the Contractor, as may be required, to interpret Contract Documents, Plans or Specifications and to insure that construction operations will not interfere with Owner's Operations.
  1. Normal working hours for the purpose of this construction project shall be 7:00am to 4:00pm daily. Work performed outside of these hours must be approved by the Architect prior to performing work. The Owner's operations will take precedence over the Contractor's operations.
- B. If found necessary to reach a proper stopping place in any portion of the work, or to complete work within the Contract time limit, the Contractor shall work his forces and forces of his Subcontractors overtime without addition to the Contract Price. The Contractor shall insure that installation of Work under any subcontract does not interfere with nor delay progress of the building work, nor with progress of any independent contracts running concurrently.

#### 1.05 GENERAL WORK SEQUENCE and SCHEDULING REQUIREMENTS

- A. Contractor shall schedule and construct work in phases to accommodate Owner's continuous and uninterrupted use of the facility during the construction period.
  1. Individual phases of work shall be substantially complete before next phase of work can start.
  2. Construction scheduling, phasing and timing shall be developed around the owner's use of the entire building. The owner's requirements have priority over construction activities.
- B. The buildings will be occupied during all of the construction process. The construction schedule shall be developed around the understanding that the buildings are occupied and that they cannot be closed nor can the Owner's operations stop. The Contractor shall perform the work of this contract in a manner that causes no disruption to the continuous occupation of the buildings and sites for their intended purposes.
  1. NO EXITS SHALL BE CLOSED WITHOUT THE WRITTEN PERMISSION OF THE OWNER.
  2. Construction schedule shall be approved by the Owner.
  3. Owner's use of the buildings and sites shall have priority in the scheduling of work.

END OF SECTION

---

**SECTION 01120 – ALTERATION PROJECT PROCEDURES****PART 1 - GENERAL****1.00 GENERAL REFERENCE**

- A. The General Conditions, Supplementary General Conditions and Division 1 of these specifications are hereby included as part of this section.

**1.01 REQUIREMENTS INCLUDED**

- A. Procedural requirements.
- B. Rehabilitation and renovations of existing spaces and materials.

**1.02 RELATED REQUIREMENTS**

- A. Section 01005 - Administrative Provisions: Owner occupancy, maintenance of utility services, cutting and patching.
- B. Section 01006 - Construction Phasing and Scheduling: Work sequencing, scheduling and work hours.
- C. Section 01500 - Construction Facilities and Temporary Controls: Temporary enclosures, protection of installed work, barriers, security, utility services and cleaning.
- D. Section 02065 - Demolition: Removal and storage of products to be reinstalled in this Section.

**PART 2 PRODUCTS****2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK**

- A. New Materials: As specified in individual Sections.
- B. Match existing products and work for patching and extending work.
- C. Contractor shall determine type and quality of existing products by on site inspection and any necessary testing, and workmanship by use of existing as a standard. Presence of a product, finish, or type of work, requires that patching, extending, or matching shall be performed as necessary to make Work complete and consistent with existing quality.
  - 1. Contractor shall perform this inspection prior to bid so as to establish the scope of work and materials needed to comply with this paragraph.

**PART 3 EXECUTION****3.01 INSPECTION**

- A. Verify that demolition is complete, and areas are ready for installation of new work.
- B. Beginning of work means acceptance of existing conditions.

---

### 3.02 PREPARATION

- A. Cut, move, or remove items as necessary for access to alterations and renovations work; replace and restore at completion.
- B. Remove unsuitable material not marked for salvage, such as rotted wood, rusted metals, and deteriorated masonry and concrete; replace materials as specified for finished work.
- C. Remove debris and abandoned items from area and from concealed spaces.
- D. Prepare surfaces and remove surface finishes to provide for proper installation of new work and new finishes.
- E. Close openings in exterior surfaces to protect existing work and salvage items from weather and extremes of temperature and humidity. Insulate ductwork and piping to prevent condensation in exposed areas.
- F. Construct temporary walls between occupied area and new construction.

### 3.03 INSTALLATION

- A. Coordinate work to expedite completion and to accommodate Owner occupancy.
- B. Remove, cut, and patch work in a manner to minimize damage and to provide means of restoring products and finishes to original condition.
- C. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent new finishes.
- D. Install products as specified in individual Sections.

### 3.04 TRANSITIONS

- A. Where new work abuts or aligns with existing, make a smooth and even transition. Patched work shall match existing adjacent work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.

### 3.05 ADJUSTMENTS

- A. Where removal of partitions results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition for Architect review.
- B. Fit work at penetrations of surfaces as specified in Section 01005.

### 3.06 REPAIR OF EXISTING SURFACES

- A. Patch or replace portions of existing surfaces which are damaged, cut, lifted, discolored, or showing other imperfections.
- B. Repair substrates prior to patching finish.

## 3.07 FINISHES

- A. Finish surfaces as specified in individual Sections.
- B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

## 3.08 CLEANING

- A. In addition to cleaning specified in Section 01500, clean Owner occupied areas, that require it due to construction operations, daily.

END OF SECTION 01120

---

**SECTION 01200 – PROJECT MEETINGS****PART 1 - GENERAL****1.00 GENERAL REFERENCE**

- A. The General Conditions, Supplementary General Conditions and Division 1 of these specifications are hereby included as part of this section.

**1.01 REQUIREMENTS INCLUDED**

- A. Contractor participation in preconstruction conferences and progress meetings.
- B. Contractor administration of pre-installation conferences.

**1.02 RELATED REQUIREMENTS**

- A. Section 01006 - Construction Phasing: Coordination of Work, Scheduling and Phasing.
- B. Section 01300 - Submittals: Schedules, Shop Drawings, Product, Data and Samples.
- C. Section 01400 - Quality Control.
- D. Section 01700 - Contract Close-Out: Project record documents, Operation and Maintenance Data.

**1.03 PRECONSTRUCTION CONFERENCES.**

- A. Owner shall administer preconstruction conference for execution of Owner - Contractor Agreement and exchange of preliminary submittals.
- B. Architect shall administer site mobilization conference at Project site for clarification of Owner and Contractor responsibilities in use of site and for review of administrative procedures.
  - 1. Before start of each phase.

**1.04 PROGRESS MEETINGS**

- A. Contractor will schedule and administer project meetings throughout progress of the Work at weekly intervals.
- B. Contractor shall make physical arrangements for meetings. Contractor shall be responsible for recording meeting minutes and distribution to all concerned parties. Minutes shall be typed and distributed within two working days of the meeting.
- C. Attendance: Contractor, job superintendent, major subcontractors and suppliers; Owner's Representative, Architect and others as appropriate to agenda topics for each meeting.

**1.05 PRE-INSTALLATION CONFERENCES**

- A. When required in individual specification Section, Contractor shall convene a pre-installation conference prior to commencing work of the Section.
- B. Require attendance of entities directly affecting, or affected by, work of the Section.
- C. Review conditions of installation, preparation and installation procedures, and coordination with related work.

END OF SECTION 01200

---

**SECTION 01210 – ALLOWANCES****PART 1 - GENERAL****1.0 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.1 SUMMARY**

- A. This Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Unit price allowances.
- C. Related Sections include the following:
  - 1. Division 1 Section "Administration" for procedures for submitting and handling Change Orders for allowances.
  - 2. Division 1 Section "Unit Prices" for procedures for using unit prices.

**1.2 COORDINATION**

- A. Coordinate allowance items with other portions of the Work.

**1.3 UNIT PRICE ALLOWANCES**

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner under allowance and shall include freight, and delivery to Project site.
- B. The contractor shall include the cost of twenty thousand dollars (**\$30,000**) in their Base Bid Price above for additional work that may be required and approved by owner and architect. Funds will be drawn from allowances only by change order. At the closeout of Contract, funds remaining in allowances will be credited to Owner by Change Order.

**PART 2 - PRODUCTS (Not Used)****PART 3 - EXECUTION****3.0 EXAMINATION**

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

**3.1 PREPARATION**

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

END OF SECTION 01210

---

**SECTION 01300 - SUBMITTALS****PART 1 - GENERAL****1.00 GENERAL REFERENCE**

- A. The General Conditions, Supplementary General Conditions and Division 1 of these specifications are hereby included as part of this section.

**1.01 SECTION INCLUDES**

- A. Submittal procedures.
- B. Construction schedules.
- C. Proposed Products list.
- D. Shop drawings.
- E. Product data.
- F. Samples.
- G. Manufacturers' instructions.
- H. Manufacturers' certificates.
- I. Schedule of Values.
- J. Progress Reports
- K. Construction Cost Estimate

**1.02 RELATED SECTIONS**

- A. Section 01400 - Quality Control: Manufacturers' field services and reports.
- B. Section 01700 - Contract Close-Out: Contract Close-Out submittals.

**1.03 GENERAL SUBMITTAL PROCEDURES**

- A. Schedule of Submittals
  - 1. Within 30 days after receiving a notice to proceed, the contractor must submit to the Architect, in duplicate, a schedule listing all items that must be furnished for review and approval by the Owner.
- B. Transmit each submittal with AIA Form G810 or Architect accepted form.
- C. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.
- D. Contractor Review:
  - 1. Review submittals prior to transmittal; determine and verify field measurements, field construction criteria, manufacturer's catalog numbers, and conformance of submittal with requirements of Contract Documents.

CONTRACTOR'S FAILURE TO REVIEW AND APPROVE SUBMITTALS  
PRIOR TO SUBMISSION TO THE ARCHITECT WILL BE REASON FOR  
ARCHITECT'S REJECTION OF SUBMITTAL.

2. Coordinate submittals with requirements of Work and of Contract Documents.
  3. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and deliver to Architect at business address.
1. Transmit submittals in accordance with approved Progress Schedule and in such sequence to avoid delay in the Work or work of other contracts. Failure to do so will not justify an extension in contract time.
    - a. Submittals received by Architect after 1:00 P.M. will be dated received the next business day.
  2. Coordinate submittals into logical groupings to facilitate interrelation of the several items.
    - a. Finishes which involve Architect/Owner selection of colors, textures, or patterns. These items will not be selected separately. No colors will be selected until colors for ALL materials have been submitted to Architect.
    - b. Associated items which require correlation for efficient function or for installation.
- F. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- G. Provide space for Contractor, Architect and Engineer review stamps.
- H. Revise and resubmit submittals as required, identify all changes made since previous submittal. Failure to do so will be reason to reject submittal.
- I. Distribute copies of reviewed submittals to concerned parties.

1.05 CONSTRUCTION SCHEDULES

- A. The contractor is responsible for the scheduling of construction and must prepare a scheduling and charting system described below. This schedule is to ensure adequate planning and execution of the work by the contractor and to assist the Owner and Architect in appraising the reasonableness of the schedule and evaluating work progress.
- B. General Requirements of Schedule
  1. Submit initial schedule in duplicate within 10 days after date of Owner-Contractor Agreement for Architect review.

- 
2. Revise, update and resubmit 3 copies with monthly requisition.
- C. Format
1. Horizontal bar chart with separate line for each section of Work, identifying first work day of each week.
  2. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and under Allowances.
  3. Provide legend for symbols and abbreviations used.
  4. Major milestones must be indicated on the schedule, such as the Notice to Proceed date, 50 percent completion, substantial completion for liquidated damages purposes, and project completion. In addition, the schedule must indicate when utility connections are to be made, permits to be obtained, and all other internal or external activities that affect the work flow (including all activities of the Owner that affect progress and contract-required dates to be completed).
- D. Coordinate contents with Schedule of Values.
- E. Participate in joint review and evaluation of schedule with Architect.
- F. After review, revise as necessary as result of review, and resubmit 6 copies within 10 days.
- G. See General Conditions for additional requirements.
- 1.06 PROPOSED PRODUCTS LIST
- A. Within 10 days after date of Owner-Contractor Agreement, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number or each product.
  - B. Architect will reply, in writing, within 15 days stating whether there is reasonable objection to listed items. Failure to object to a listed item shall not constitute a waiver of requirements of Contract Documents.
- 1.07 SHOP DRAWINGS
- A. Submittal of shop drawings and related data must conform to the requirements of the general contract clauses and as specified in this section. The contractor must make any corrections required by the Architect. If the contractor considered any correction indicated on the drawings to constitute a change to the contract drawings or specifications, notice must be given to the Architect. The approval of the drawings by the Architect must not be construed as a complete check but indicates only that the general method of construction and detailing is satisfactory. Approval of the shop drawings does not relieve the contractor of the responsibility for any error that may exist because the contractor is responsible for the dimensions and design of adequate connections and details and satisfactory construction of all work.
    1. Sign or initial each sheet of shop drawings and product data, and each sample label to certify compliance with requirements of Contract Documents. Notify Architect, in writing, at time of submittal, of any

deviations from requirements of Contract Documents. Failure to do so will be reason for rejection of submittal or work in place.

- B. Present in a clear and thorough manner. Title each drawing with Project name and number; identify each element of drawings by reference to sheet number and detail, schedule, or room number of Contract Documents.
- C. Identify field dimensions; show relation to adjacent or critical features or Work or products.
- D. Minimum Sheet Size: Multiples of 8-1/2 x 11 inches.
- E. Number and type of copies as follows:
  - 1. Submit reproducible transparency.
  - 2. Submit the number of opaque reproductions which Contractor requires, plus three copies which will be retained by Architect.
  - 3. After review, reproduce and distribute in accordance with Article on Procedures above and for Record Documents described in Section 01700 - Contract Close-Out.

#### 1.08 PRODUCT DATA

- A. Submit the number of copies which the Contractor requires, plus three copies which will be retained by the Architect.
- B. Mark each copy of standard printed data to identify pertinent products, referenced to Specification Section and Article number. Show reference standards, performance characteristics, and capacities, wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances.
- C. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the Work. Delete information not applicable.
- D. Supplement manufacturers' standard data to provide information unique to this Project.
- E. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 01700 - Contract Close-Out.

#### 1.09 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Submit samples of finishes from the full range of manufacturers' standard colors and in custom colors selected, textures, and patterns for Architect's selection.
- C. Include identification on each sample, with full Project information.
- D. Submit the number of samples, minimum of two, specified in individual specification Sections; two of which will be retained by Architect.

---

### 1.10 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents. Perform no work until conflict has been satisfactorily resolved.

### 1.11 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturers' certificate to Architect for review, in quantities specified for Product Data. The contractor must review all certificates before submissions are made to the Architect to ensure compliance with the contract specification requirements and to ensure that the affidavit is properly executed prior to submission to the contracting officer. Certification must not be construed as relieving the contractor from furnishing satisfactory material if, after tests are performed on selected samples, the material is found not to meet the specific requirements.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect.

### 1.12 SCHEDULE OF VALUES

- A. Requirements included:
  - 1. Contractor shall submit to the Architect a schedule of values allocated to the various portions of the work, within twenty days after the award of contract.
  - 2. Upon request of the Architect, support the values with data which will substantiate their correctness.
  - 3. Within two weeks of the award of contract submit a projected monthly cash flow schedule.
- B. Form and Content of Schedule of Values
  - 1. Per General Conditions.
  - 2. Schedule shall list the installed value of the component parts, by phase, of the work in sufficient detail to serve as a basis for computing values for progress payments during construction.
  - 3. Follow the table of contents of this project manual as the format for listing component items.
    - a. Identify each line item with the number and title of the respective major section of the specifications.
  - 4. For each major line item list sub-values of major products or operations under the item.
    - a. List all items that have a value of \$5,000 or more break out labor and material cost.

- b. For items on which progress payments will be requested for stored materials, break down the value into:
  1. The cost of the materials, delivered and unloaded.
  2. The total installed value.
5. The sum of all values listed in the schedule shall equal the total contract sum.

#### 1.13 REPORTS

- A. Furnish statement each week, in a form approved by the Architect, stating conditions, general progress of work, percentage of each kind of work that has been finished, general progress of work that is being executed away from the site, and approximate date when such work will be furnished and delivered.

#### PART 2 PRODUCTS

//////Not Used\\\\\\

#### PART 3 EXECUTION

- A. Failure of Contractor to follow submittal requirements specified herein will serve as reason to reject the submittal, material, product or work in place.
- B. Performing any work, ordering or furnishing materials/products prior to review will serve as justification to reject and refusal to make payment of same.

END OF SECTION 01300

---

**SECTION 01400 – QUALITY CONTROL****PART 1 - GENERAL****1.00 GENERAL REFERENCE**

- A. The General Conditions, Supplementary General Conditions and Division 1 of these specifications are hereby included as part of this section.
- B. The contractor is responsible for the overall quality of all its own work and the work performed by the subcontractors working under this contract. The quality of any part of the work installed must not be less than that required by the contract documents. If the Architect or Owner determines that the quality of work does not conform to the applicable specifications and drawings, the contractor will be advised in writing of the areas of nonconformance and within 7 days the contractor must correct the deficiencies and advise the Architect and Owner in writing of the corrective action taken.

**1.01 SECTION INCLUDES**

- A. Quality assurance and control of installation.
- B. References.
- C. Field samples.
- D. Inspection and testing laboratory services.
- E. Manufacturers' field services and reports.

**1.02 RELATED SECTIONS**

- A. Section 01300 - Submittals: Submission of Manufacturers' Instructions and Certificates.
- B. Section 01600 - Material and Equipment: Requirements for material and product quality.

**1.03 CONTRACTOR QUALITY ASSURANCE/CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

---

#### 1.04 REFERENCES

- A. Conform to reference standard by date of issue current on date of Contract Documents.
- B. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

#### 1.05 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications Sections for review.
- B. Acceptable samples shall represent a quality level for the Work.

#### 1.06 INSPECTION AND TESTING LABORATORY SERVICES

- A. Owner may appoint and employ services of an independent testing firm to perform inspection and testing.
- B. Limits of Testing Laboratory Authority
  - 1. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Laboratory may not approve or accept any portion of the Work.
  - 3. Laboratory may not assume any duties of Contractor.
  - 4. Laboratory has no authority to stop the Work.
- C. Contractor Responsibilities
  - 1. Deliver to laboratory at designated location, adequate samples of materials proposed to be used which require testing , along with proposed mix designs.
  - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturer's facilities.
  - 3. Provide incidental labor and facilities to provide access to Work to be tested, to obtain and handle samples at the site or at source of Products to be tested, to facilitate tests and inspections, storage and curing of test samples.
  - 4. Notify Architect and laboratory 72 hours prior to expected time for operations requiring inspection and testing services.
    - a. When tests or inspections cannot be performed after such notice, reimburse Owner for personnel and travel expenses incurred due to Contractor's negligence.
- D. Retesting required because of non-conformance to specified requirements shall be performed by the same independent testing firm on instructions by the Architect. Payment for retesting will be charged to the Contractor by deducting inspection or testing charges from the Contract Sum/Price.

- E. Should it be considered necessary or advisable by the Owner at any time before acceptance of the entire work to examine and /or test the work already completed, by removing or tearing out same, and/or performing special tests, the Contractor shall, on request promptly furnish all necessary facilities, labor, and material rerquired by independent testing laboratory. If such work is found to be defective or non-conforming to the Contract Documents, or laws, ordinances, rules, regulations, etc. of public authorities having jurisdiction, due to the fault of the Contractor or his subcontractors, he shall bear all costs of such examination and tests and the cost of satisfactory reconstruction including related additional Architect services. If, however, such work is found to meet the requirements of the contract, an equitable adjustment shall be made in the contract price.

1.07 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Submit report in duplicate within 15 days of observation to Architect for review.

END OF SECTION 01400

---

**SECTION 01500 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS****PART 1 - GENERAL****1.00 GENERAL REFERENCE**

- A. The General Conditions, Supplementary General Conditions and Division 1 of these specifications are hereby included as part of this section.
- B. The contractor must provide all temporary facilities and services required to complete the work and to comply with OSHA and other applicable regulations.

**1.01 SCOPE OF WORK THIS SECTION**

- A. Temporary Utilities: Electricity, lighting, heat, ventilation, telephone service, water, fire protection and sanitary facilities.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, water control and snow and ice control, dust control and hazards control. Maintenance of required means of egress from existing structure.
- C. Construction Facilities: Parking, progress cleaning, project signage, temporary offices, and bulletin boards.

**1.02 RELATED SECTIONS**

- A. Section 01005 - Administrative Provisions.
- B. Section 01006 - Construction Phasing and Scheduling: Phasing and sequencing construction.
- C. Section 01700 - Contract Close-Out: Final cleaning.

**1.03 TEMPORARY ELECTRICITY**

- A. Connect to existing power service. Power consumption shall not disrupt Owner's need for continuous service.
- B. Provide temporary electric feeder from existing electrical service at location as directed.
- C. Owner will pay cost of energy used.
- D. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required.
- E. Provide feeder switch at source distribution equipment.
- F. Permanent convenience receptacles may be utilized during construction work in the building.
- G. Provide all labor, materials and equipment required for installation of temporary electric lighting and power.

1. Provide temporary feeders of sufficient size from the service location to provide for temporary electric light and power requirements for the work.
  2. Temporary lighting shall be based on one (1) 200 watt lamp covering each 1,000 square feet of floor area. As a minimum each space/room shall have one lamp.
  3. Provide power for motors to a maximum of 1/2 HP only. Install sufficient wiring and outlets to insure proper lighting of all corridors.
  4. Connect to all temporary heating equipment requiring electricity.
- H. Temporary power for hoisting, welding or compressor equipment shall be provided and paid for by the Contractor.
- I. Each subcontractor shall furnish all extension cords, sockets, lamps, motors, and accessories required for the execution of his work.
- J. Lighting fixtures, lamps, feeders, and branch circuit wiring as indicated on contract plans shall not be used for temporary lighting.
1. Safety: The contractor must provide and maintain lights and signs to prevent damage or injury and must illuminate all hazardous areas. Safety lights must be kept burning from dusk to dawn.
- K. At the end of the day's work, close all lights and power other than the minimum required for exterior security lights.
- L. During construction the Contractor shall maintain the existing electrical system in operating condition in all areas. Contractor shall furnish and pay for all labor and materials required to maintain this system in a full operating condition.

#### 1.04 TEMPORARY SANITARY FACILITIES

- A. Existing facilities may be used by personnel working on this project. The Contractor shall be responsible for cleaning facilities and leaving them in acceptable condition determined by the Owner.

#### 1.05 BARRIERS AND BARRICADES

- A. Provide and maintain barriers to prevent unauthorized entry to construction areas, to allow for the continued uninterrupted use of existing buildings and sites, to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public access and use of existing buildings.
- C. Provide barriers to protect non-owned vehicular traffic, stored materials, site and structures from damage.
- D. Provide guardrails, barricades, handrails, and covers for floor, roof, and wall openings.
- E. Comply with OSHA with regard to standards and requirements for guardrails, openings and stairways.

#### 1.06 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification Sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
- C. Prohibit traffic from landscaped areas.

#### 1.07 SECURITY

- A. Provide security and facilities to protect Work from unauthorized entry, vandalism, or theft.
- B. Contractor shall keep all unauthorized visitors off construction site by such legal/approved means as he selects.
- C. Coordinate all security requirements with Capitol Police.

#### 1.08 STORAGE AREAS

- A. Construction material storage, offices, shops, etc. shall be located as directed and assigned by the Owner. Contractor shall relocate any material storage areas, temporary trailers, etc., as required during work execution.

#### 1.09 PARKING

- A. There are on site parking areas available for construction personnel at site.
- B. Do not allow vehicle parking in non-designated areas.

#### 1.10 PROGRESS CLEANING AND JANITORIAL SERVICES

- A. The contractor must furnish daily janitorial services for the project site and must perform any required maintenance of facilities and grounds deemed necessary by the Owner's Representative during the entire term of the contract. Services must be performed at such a time and in such a manner as to least interfere with the operations. Services must be performed to the satisfaction of the Owner's Representative. The contractor must provide daily trash collection and cleanup of the buildings and adjacent outside areas, and disposal of all discarded debris, aggregate samples and concrete test samples in a manner approved by the Owner's Representative. No separate payment may be made for these contractor-furnished services; all costs are incidental to the contract.
- B. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- C. Maintain premises and properties free from accumulation of waste, debris and rubbish caused by operations.
- D. Collect and deposit debris in such collation facilities.
- E. Remove all debris from the job site on a regular basis. Do not allow trash and debris to accumulate or remain on the site for longer than 48 hours.

#### 1.11 HOISTING FACILITIES

- A. Provide hoisting facilities as required for the vertical movement of all materials.
- B. Comply with OSHA for all hoists, conveyers, and elevators and maintain the facilities in compliance with the law.

#### 1.12 TEMPORARY CONTROLS

- A. Dust Control:
  - 1. The contractor must keep all work areas within or outside the project boundaries free from the dust that would cause the standards of air pollution to be exceeded or that would cause a hazard or nuisance to others. Dust must be controlled as the work proceeds and whenever a dust nuisance or hazard occurs. No separate or direct payment is made for dust control, and its cost is considered incidental to and included in the contract price.
- B. Hazards Control:
  - 1. Store volatile wastes in covered metal containers and remove from premises daily.
  - 2. Prevent accumulation of wastes which create hazardous conditions.
  - 3. Provide adequate ventilation during use of volatile or noxious substances.
- C. Cleaning and Disposal
  - 1. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
  - 2. Do not burn or bury rubbish and waste materials on project site.
  - 3. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drain.
  - 4. Do not dispose of wastes into streams or waterways.
  - 5. Maintain cleaning until project, or portion thereof, is occupied by Owner.

## PART 2 PRODUCTS

//////Not Used\\\\\\

## PART 3 EXECUTION

### 3.01 GENERAL

- A. Maintain and operate temporary utility systems to assure continuous service.
- B. Modify and extend temporary utility systems as work progress requires.

### 3.02 REMOVAL OF CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

- A. Completely remove temporary materials and equipment when their use is not longer required.
- B. Upon completion of work of all trades and before final acceptance of entire project, each trade shall remove at its own expense, all wiring, appurtenances and accessories used in performance of its respective work.

- C. Temporary utilities, barricades, signs and other appurtenances related to prosecution of the work and not incorporated in the permanent construction shall be completely removed from the site prior to acceptance of work by Owner.
- D. Clean and repair damage caused by temporary installations or use of temporary facilities.
- E. Restore permanent facilities used for temporary services to specified condition.

END OF SECTION 01500

---

**SECTION 01600 – MATERIAL AND EQUIPMENT****PART 1 - GENERAL****1.00 GENERAL REFERENCE**

- A. The General Conditions, Supplementary General Conditions and Division 1 of these specifications are hereby included as part of this section.

**1.01 SECTION INCLUDES**

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Manufacturer's Instructions

**1.02 RELATED SECTIONS**

- A. Section 01400 - Quality Control: Product quality monitoring.

**1.03 PRODUCTS**

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required and scheduled for re-use.
- B. Provide interchangeable components of the same manufacturer, for similar components.

**1.04 TRANSPORTATION AND HANDLING**

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that Products comply with requirements, quantities are correct, and Products are undamaged.
- C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

**1.05 STORAGE AND PROTECTION**

- A. Store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive Products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated Products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.

- D. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Protect from mixing with foreign matter.
- F. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of Products to permit access for inspection. Periodically inspect to assure Products are undamaged and are maintained under specified conditions.

#### 1.06 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description in the opinion of the Architect.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.
- D. Products specified by naming only one manufacturer: No option; no substitution allowed.

#### 1.07 MANUFACTURER'S INSTRUCTIONS

- A. When contract documents require installation of work to comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to the Owner's Representative. Maintain one copy of the instructions at the job site until project completion.
- B. Should project conditions, drawings or specification requirements conflict with manufacturer's instructions the Contractor shall advise the Architect for further instructions, prior to commencement of the work.
- C. Perform all work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure. If there are any conflict with the contract documents notify the Architect prior to proceeding with the work.

END OF SECTION 01600

---

**SECTION 01700 – PROJECT CLOSE-OUT****PART 1 - GENERAL****1.00 GENERAL REFERENCE**

- A. The General Conditions, Supplementary General Conditions and Division 1 of these specifications are hereby included as part of this section.

**1.01 SECTION INCLUDES**

- A. Close-Out Procedures.
- B. Final Cleaning.
- C. Adjusting.
- D. Project Record Documents.

**1.02 RELATED SECTIONS**

- A. Section 01500 - Construction Facilities and Temporary Controls: Progress cleaning.

**1.03 SUBSTANTIAL COMPLETION**

- A. When the Contractor considers the work is substantially complete, he shall submit to the Architect:
  - 1. A written notice that the work, or designated portion thereof, is substantially complete.
  - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, the Architect will make an inspection to determine the status of completion.
- C. Should the Architect determine that the work is not substantially complete:
  - 1. Architect will promptly notify the Contractor in writing giving the reasons therefor.
  - 2. Contractor shall remedy the deficiencies in the work and send a second written notice of substantial completion to the Architect.
  - 3. Architect will re-inspect the work, upon written notice from the Contractor that all deficiencies have been corrected.
- D. When the Architect concurs that the work is substantially complete he will:
  - 1. Prepare a certificate of substantial completion, accompanied by the Contractor's list of items to be completed or corrected, as certified by the Architect.
  - 2. Submit the certificate to the Contractor for his written acceptance of the responsibilities assigned to them in the certificate.

**1.04 FINAL INSPECTION**

- A. When the Contractor considers the work is complete, he shall submit a written certification that:
  - 1. Contract documents have been reviewed.
  - 2. Work has been inspected for compliance with the contract documents.
  - 3. Work has been completed in accordance with contract documents.
  - 4. Equipment and systems have been tested in the presence of the Owner's Representative and are operational.
  - 5. Work is complete and ready for final inspection.
- B. Architect will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should Architect consider that the work is incomplete or defective:
  - 1. Architect will promptly notify the Contractor in writing listing the incomplete or defective work.
  - 2. Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certificate to the Architect that the work is complete.
  - 3. Architect will re-inspect the work.

#### 1.05 RE-INSPECTION FEES

- A. Should Architect perform re-inspections due to failure of the work to comply with the claims or status of completion made by the Contractor:
  - 1. Owner will compensate the Architect for such additional services.
  - 2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

#### 1.06 CLOSE-OUT SUBMITTALS REQUIRED OF CONTRACTOR

- A. Evidence of compliance with requirements of governing authorities:
  - 1. Certificates of inspection
- B. Project record documents, see paragraph 1.11 this section.
- C. Operation and maintenance data:
  - 1. Instruct the Owner's personnel with regard to equipment, systems and operating specialties for all equipment, systems, operating devices and specialties.
  - 2. Submit brochures indicating operating instructions and maintenance schedule for all equipment, systems, operating devices and specialties.
  - 3. Submit detail maintenance methods and schedules for all materials and equipment provided in this project.
- D. Warranties, Guarantees, and Bonds
  - 1. In addition to the warranty and guarantee requirements of the General Conditions, provide all other guarantees, bonds, affidavits and certificates required throughout the specifications.
- E. Maintenance instructions for the Owner.
- F. Contractor's affidavit of payment of debts and claims.

- G. Contractor's affidavit of release of liens.
- H. Consent of surety to final payment.
- I. Certificate of insurance for products and completed operations.

#### 1.07 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to Architect.
- B. Statement shall reflect all adjustments to the contract sum.
- C. Architect will prepare a final Change Order reflecting approved adjustments to the contract sum which were not previously made by Change Orders.

#### 1.08 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final application for payment in accordance with procedures and requirements stated in the conditions of the contract.

#### 1.09 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean window frames and glass both interior and exterior.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces. Loam and sod all grassed areas damaged during construction.
- D. Remove waste and surplus materials, rubbish, and construction facilities from the site.

#### 1.10 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions (as-built) to the Work:
  - 1. Contract Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other Modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and Modifications.
- E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:

1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  3. Field changes of dimension and detail.
  4. Details not on original Contract Drawings.
- F. Delete Architect/Engineer title block and seal from all documents.
- G. Submit documents to Architect with claim for final Application for Payment.

END OF SECTION 01700

SECTION 02065 – MINOR DEMOLITION

PART 1 - GENERAL

1.00 GENERAL REFERENCE

- A. The General Conditions, Supplementary General Conditions and Division 1 of these specifications are hereby included as part of this section.

1.01 WORK INCLUDED

- A. Complete demolition of designated areas and construction.
  - 1. Removal and disposal of existing concrete sidewalks, stairs, landings, pipe rails, lightpole bases as indicated on the drawings. Existing light fixture are to be removed, stored and re-installed on new concrete bases.
- B. Disposal, off site, all removed materials.

1.02 RELATED WORK

- A. Section 01005 - Administrative Provisions: Owner occupancy, Construction phasing and scheduling. Security, cleaning during construction temporary barriers and enclosures.
- B. Section 01500 – Temporary Facilities and Controls; cleaning during construction, temporary barriers and enclosures.
- C. Section 01700 - Contract Close-Out: Project record documents.

1.03 SUBMITTALS

- A. Submit demolition and removal procedures and schedule under provisions of Section 01300.

1.04 EXISTING CONDITIONS

- A. Conduct demolition to minimize interference with adjacent building areas. Maintain protected egress and access at all times.
- B. Provide, erect, and maintain temporary barriers and security devices.

PART 2 PRODUCTS

//////Not Used\\\\\\

PART 3 EXECUTION

3.01 PREPARATION

- A. Protect existing items which are not indicated to be altered. Maintain in full operating condition all M.E.P. equipment and systems of areas not under construction.

## 3.02 EXECUTION GENERAL

- A. Demolish in an orderly and careful manner. Protect walls and surfaces scheduled to remain.
- B. Except where noted otherwise, immediately remove demolished materials from site.
- C. Remove materials to be re-installed or retained in manner to prevent damage. Store and protect under provisions of Section 01600.
- D. Remove demolished materials from site as work progresses. Upon completion of work, leave areas of work in clean condition.

END OF SECTION 02065

---

**SECTION 02100 – SITE PREPARATION****PART 1 – GENERAL****1.1 SECTION INCLUDES**

- A. Requirements for removal of vegetation, fences, walls, benches, tables, poles, posts, signs, topsoil, and other items required to fully prepare the site for the proposed construction.
- B. Work includes items not specifically covered by other sections of the specifications.

**1.2 DEFINITIONS**

- A. Clearing: Removal of trash, vegetation, trees, or organic matter alive or dead.
- B. Grubbing: Removal of vegetation including stumps, buried logs and roots.
- C. Scalping: Removal of grass turf to a depth of 3 inches.

**1.3 QUALITY ASSURANCE**

- A. Obtain Engineer's approval of staked work limits prior to starting the clearing, grubbing, and stripping.

**1.4 PROJECT/SITE CONDITIONS**

- A. Environmental Requirements
  - 1. Install erosion and sediment controls prior to starting the work. Erosion and sediment controls shall be maintained in accordance with all state and local requirements.
- B. Existing Conditions
  - 1. Temporarily remove property improvements, to the minimum extent necessary, to complete the work and restore improvements to condition which existed prior to construction.
  - 2. Temporary chain link fence shall be installed around the Contractor's staging area. Additional temporary chain link fence shall be installed, as required, around all work areas prior to work being conducted.

**1.5 REFERENCES**

- A. Materials and construction methods shall conform, insofar as applicable, to the requirements of the Standard Specifications for Road and Bridge Construction of the Rhode Island Department of Transportation, dated 2004, together with all errata, addenda, additional revisions, and supplemental specifications, all of which are hereinafter referred to as the Rhode Island Standard Specifications.

---

**PART 2 - PRODUCTS**

NOT USED

**PART 3 - EXECUTION****3.1 PROTECTION**

- A. Do not cut or injure any trees or other vegetation outside the limits of disturbance and/or permanent easements, as indicated on the Drawings.
- B. Trees, shrubbery, or plantings along the traveled roads, shall not be removed except with the written approval of the Engineer.
- C. Preserve certain vegetation such as trees, shrubs, hedges and plants within the construction area, as indicated on the Drawings to be protected or as directed by the Engineer.
- D. Work In Improved Property
  - 1. Protect trees, cultivated hedges, lawns, shrubs, and plants that might be damaged by the Contractor's operations.
  - 2. Temporarily replant and care for trees under 4 inches in diameter which would be damaged by the construction operation. After the construction operations have been substantially completed, replant in their original positions and care for until growth is reestablished. If trees, cultivated hedges, lawns, shrubs, and plants are injured to such a degree as to affect their growth or diminish their beauty or usefulness, they shall be replaced at the Contractor's expense by items of kind and quality existing at the start of the work.
  - 3. Do such handwork as may be required to prevent damage to buildings and improvements.
  - 4. Protect fences and stone walls and if needed to be removed to facilitate construction or if damaged, upon completion of the work, properly restore or repair to at least as good a condition as existed prior to start of the work.

**3.2 CLEARING**

- A. Cut or remove all trees, saplings, brush, and vines, windfalls, logs, and trees lying on the ground, dead trees and stubs more than 1 foot high above the ground surface.
- B. Except where clearing is done by uprooting with machinery or where stumps are left longer to facilitate subsequent grubbing operations, trees, stumps, and the stubs to be cleared shall be cut as close to the ground surface as practicable, but no more than 6 inches above the ground surface in the case of small trees, and 12 inches in the case of larger trees. Saplings, brush, and vines shall be cut off close to the ground.
- C. Selective Trimming
  - 1. Cut back limbs and branches of trees to be preserved only to the extent necessary for construction.
  - 2. Trim neatly, and cleanly so that the remaining tree will not be damaged and healing will be facilitated. Where limbs and branches over 1 inch in diameter have been cut, the newly cut area of the tree shall be given a thorough application of approved tree-healing paint.

**3.3 GRUBBING**

- A. Remove completely all stumps.

- B. Remove to a depth of 12 inches all roots 3 inches and larger in diameter.
- C. Remove to a depth of 6 inches all roots less than 3 inches in diameter.
- D. Measure depths from the existing ground surface, or the proposed finished grade, or the proposed grade of the gravel borrow sub-base, whichever is the lower.

#### 3.4 DISPOSAL OF CLEARED AND GRUBBED MATERIALS

- A. Dispose of cleared and grubbed materials off site at authorized disposal location.
- B. Such disposal shall be carried on as promptly as possible after removal of material in the clearing and grubbing operations and shall not be left until the final period of cleaning up.
- C. Elm bark whether stripped from the wood or intact with the wood shall be either buried at least 1 foot below grade in approved dumping areas or burned in a suitable incinerator off-site with satisfactory anti-pollution and fire prevention controls to prevent the spread of Dutch Elm Disease.

#### 3.5 REMOVAL AND DISPOSAL MISCELLANEOUS OBJECTS

- A. Remove and dispose of miscellaneous items such as fences, posts and railings, guardrail, mail boxes and posts, private signs, and any other object not specifically covered by another section of the Specifications, specifically indicated on the plans to be removed or required to be removed for the construction of the new work.

END OF SECTION 02100

---

**SECTION 02200 – EARTH EXCAVATION, BACKFILL AND GRADING****PART 1 - GENERAL****1.1 SUMMARY****A. Section Includes**

1. Requirements for excavating in earth for plaza facilities, wall construction, utility trenches, sidewalks, walkways, stairways and structures; backfilling excavations; furnishing necessary material; compaction; constructing embankments and fills; miscellaneous earth excavations and miscellaneous grading.

**B. Related Sections**

1. Section 01400 – Quality Control.
2. Section 02100 - Site Preparation.
3. Section 03300 - Cast-In-Place Concrete.

**1.2 REFERENCES**

- A. American Society for Testing and Materials (ASTM).
- B. D1557, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2700 kN-m/m<sup>3</sup>)).
- C. Materials and construction methods shall conform, insofar as applicable, to the requirements of the Standard Specifications for Road and Bridge Construction of the Rhode Island Department of Transportation, dated 2004, together with all errata, addenda, additional revisions, and supplemental specifications, all of which are hereinafter referred to as the Rhode Island Standard Specifications.

**1.3 DEFINITIONS**

- A. Relative Compaction: The ratio, in percent, of the as-compacted field dry density to the laboratory maximum dry density as determined by ASTM D1557. Corrections for oversize material may be applied to either the as-compacted field dry density or the maximum dry density, as determined by the Engineer.
- B. Optimum Moisture Content: Determined by the ASTM standard specified to determine the maximum dry density for relative compaction.
- C. Relative Density: As defined by ASTM D4253 or D4254.
- D. Prepared Ground Surface: The ground surface after clearing, grubbing, stripping, excavation, and scarification and/or compaction.
- E. Completed Course: A course or layer that is ready for the next layer or next phase of the work.
- F. Well-Graded: A mixture of particle sizes that has no specific concentration or lack thereof of one or more sizes. Well-graded does not define any numerical value that must be placed on the coefficient of uniformity, coefficient of curvature, or other specific grain size distribution parameters. Well-

graded is used to define a material type that, when compacted, produces a strong and relatively incompressible soil mass free from detrimental voids.

- G. Influence Area: The area within planes sloped downward and outward at an angle of 60 degrees from the horizontal from (a) 1 foot outside the outermost edge at the base of foundations or slabs; or (b) 1 foot outside the outermost edge at the surface of roadways or shoulder: or (c) 0.5 foot outside the exterior edge at the spring line of pipes and culverts.
- H. Unclassified Excavation: The nature of materials to be encountered has not been identified or described herein.
- I. Imported Material: Material obtained by the Contractor from sources off the site.
- J. Excess Material: Material generated during this project that is not suitable for reuse as determined by the Owner/Engineer.
- K. Boulder: Rock material greater than 1 cubic yards in volume that cannot be removed with a standard backhoe or excavator without significant effort.
- L. Rock: Rock material in beds, ledges, un-stratified masses, and conglomerate deposits and boulders of rock material exceeding 1 cubic yards that cannot be removed by rock excavating equipment and systematic drilling, ram hammering, ripping or hydraulic splitting.

#### 1.4 PROCEDURES

##### A. Test Pits

1. Call Dig Safe 1-888-DIG-SAFE (1-888-344-7233) 72 hours before commencing with any excavation, in order that all pertinent utility companies become informed of such work. Coordinate with the Owner for locating their onsite utilities.
2. Where determination of the exact location of pipe or other underground structure or utility is necessary for doing the work properly, the Contractor may be required to excavate test pits to determine such locations. When such test pits may be properly considered as incidental to other excavation, the Contractor shall receive no additional compensation, the work being understood to be included as part of the excavation. When the Engineer orders test pits beyond the limits of excavation he considers a part of the work, such test pits shall be paid for under excavation.

#### 1.5 QUALITY CONTROL

##### A. Provide the following Submittals:

1. Certification, test results, source, and samples for all imported earth materials.
2. Catalog and manufacturer's data sheets for compaction equipment.
3. Manufacturer's certificate of compliance attesting that geotextile/geogrid meets the requirements of these specifications. Provide mill certificates stating the length and width of fabric/geogrid contained on each roll.

#### 1.6 PROJECT/SITE CONDITIONS

##### A. Existing Conditions

1. There are pipes, drains, and other utilities in locations not indicated on drawings, no attempt has been made to show all services and completeness or accuracy of information given is not guaranteed.

#### 1.7 MAINTENANCE

- A. Maintain all work in accordance with Section 01782.

#### 1.8 EXCAVATION SAFETY

- A. The Contractor shall be solely responsible for making all excavations in a safe manner, in accordance with any Federal, State, local, and/or Owner safety standards. Provide appropriate measures to retain excavation side slopes and prevent earth slides to ensure that persons working in or near the excavation are protected.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Select Backfill Material shall be excavated onsite granular material, free from stones, roots, and organic material and of suitable gradation for satisfactory compaction. If excavated material at a particular location is not satisfactory, as determined by the Owner/Engineer, use imported Granular Material conforming to Item M.01.02, Grading 1a, of the Standard Specifications.
- B. Filter Stone shall be imported material conforming to Item M.01.07, Column V of the Standard Specifications.
- C. Gravel Borrow shall be imported material conforming to Item M.01.02.1(a) of the Standard Specifications.
- D. Common Borrow shall be onsite or imported material conforming to Item M.01.01 of the Standard Specifications.
- E. Pipe Bedding shall be onsite or imported material conforming to Item M.01.02, Column I, Material 1(a), except 100 percent should pass the 1.5 inch sieve.
- F. Pipe Zone material shall be onsite or imported material conforming to Item M.01.02, Column 1, Material 1(a), except 100 percent should pass the 1.5 inch sieve.
- G. Trench Backfill shall be onsite or imported material conforming to Item M.01.02, Column 1, Material 1(a).
- H. Flowable Fill for constructing mud mats shall conform to Section 603.07 of the Standard Specifications, Class 3 Flowable and non-excavatable.
- I. Water for compaction shall be furnished by the Contractor. Water for compaction from sources other than potable sources shall be as approved by the Engineer.
- J. Geotextile Fabric shall be nonwoven and needle punched pervious sheets of polyester, polyethylene, nylon, or polypropylene filaments formed into a uniform pattern. Geotextile fabric shall be Style 4512 as manufactured by Amoco Fabrics and Fibers Company or approved equal (Contact Mr. Jim Lee/A.H. Harris, 785-0113). The geotextile fabric shall have the following minimum properties when measured in accordance with the referenced standards.

Test	Method	Specified
Mass per Unit Area (oz/yd <sup>2</sup> )	ASTM D-3776	12
Grab Tensile Strength (lbs)	ASTM D-4632	300
Puncture Strength (lbs)	Modified ASTM D-3787 Using 5/16-inch flat tipped rod	150
Mullen Burst (lbs/in <sup>2</sup> )	ASTM D-3786	450
Elongation at Required Strength (%)	ASTM D-4642	50
UV Resistance	ASTM D-4355	70% at 500 hr.
Equivalent Opening (US Standard Sieve)	ASTM D-4751	30-140
Permittivity (sec-1)	ASTM D-4491 with 60 mm Falling Head	1.0
Water Flow Rate (gal/min/ft <sup>2</sup> ) at 50 mm Constant Head	(2)	65

- (1) All numerical values represent minimum/maximum average roll values (i.e., the average of minimum test results on any roll in a lot should meet or exceed the minimum specified values).
- (2) Water flow rate in gal/min/ft<sup>2</sup> shall be determined by multiplying permittivity in sec<sup>-1</sup> as determined by ASTM D-4491 by a conversion factor of 74.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify all existing utilities and facilities prior to excavation.

#### 3.2 PROTECTION

##### A. Utilities

- Support and protect from damage existing pipes, poles, wires, fences, curbing, property line markers, and other structures, which the Engineer decides must be preserved in place without being temporarily or permanently relocated.
- Restore items damaged during construction without compensation, to a condition at least equal prior to construction.

##### B. Trees

- Enclose the trunks of trees adjacent to work with substantial wooden boxes of height necessary to protect trees from injury from piled material, equipment, operations or otherwise.

2. Employ excavating machinery and cranes of suitable type and size and operate with care to prevent injury to trees not to be cut and particularly to overhanging branches and limbs.
3. When trimming is required, make all cuts smooth and neat without splitting or crushing.
4. Cover cut areas with an application of grafting wax or tree healing paint.
5. Branches, limbs, and roots shall not be cut except by permission of the Engineer.

C. Plantings

1. Protect or temporarily replant and maintain cultivated hedges, shrubs, and plants which may be injured by the Contractor's operations.
2. Replant in their original positions and care for until growth is re-established, once the construction operations have been substantially completed.
3. If cultivated hedges, shrubs, and plants are injured to such a degree as to affect their growth or diminish their beauty or usefulness, they shall be replaced by items of kind and quality at least equal to which existed prior to the start of the work.

D. Paved surfaces

1. Do not use or operate tractors, bulldozers, or other power-operated equipment with treads or wheels shaped as to cut or damage paved surfaces.
2. All surfaces which have been damaged by the Contractor's operations shall be restored to a condition at least equal to which existed prior to start of the work.
3. Suitable materials and methods shall be used for such restoration.

### 3.3 PREPARATION

A. Top Soil Removal

1. From areas which excavations are to be made, loam and topsoil shall be carefully removed and separately stored to be used again as directed.

B. Sub-grade

1. Remove loam and topsoil, loose vegetable matter, stumps, large roots, etc., from areas where embankments will be built or material will be placed for grading.
2. Shape as indicated on the drawings and prepare by forking, furrowing, or plowing to bond first layer of the new material placed.

### 3.4 RELOCATION AND REPLACEMENT OF EXISTING STRUCTURES

A. The structures to which the provisions of this article apply include pipes, wires, and other structures that meet all of the following:

1. Are not indicated on the Drawings or otherwise provided for.
2. Encroach upon or are encountered near and substantially parallel to the edge of the excavation.

3. In the opinion of the Engineer, it will impede progress to such an extent that satisfactory construction cannot proceed until they have been changed in location, removed (to be later restored), or replaced.
  - B. In removing existing pipes or other structures, the Contractor should use care to avoid damage to materials, and the Engineer shall include for payment only those new materials which, in his judgment, are necessary to replace those unavoidably damaged.
  - C. Whenever the Contractor encounters certain existing structures as described above and is so ordered in writing, he shall do the whole or such portions of the work as he may be directed to change the location of, remove and later restore, or replace such structures, or to assist the Owner thereof in so doing. For all such work, the Contractor shall be paid under such items of work as may be applicable, otherwise as extra work.
  - D. When fences interfere with the Contractor's operations, he shall remove and (unless otherwise specified) later restore them to a condition that existed prior to the start of the work, all without additional compensation. The restoration of fences shall be done as promptly as possible and not left until the end of the construction period.

### 3.5 DEWATERING

- A. Ensure proper conditions at all times during construction, provide and maintain ample means and devices (including spare units kept ready for immediate use in case of breakdowns) to intercept and/or remove promptly and dispose properly all water entering trenches and other excavations. Keep excavations dry until the structures, pipes, and appurtenances to be built therein have been completed to such extent that they will not be floated or otherwise damaged.
- B. Dispose of all water pumped or drained from the work in a suitable manner without undue interference with other work, damage to pavements, other surfaces, or property. Provide suitable temporary pipes, flumes, or channels for water that may flow along or across the site of the work.
- C. Provide adequate sedimentation and/or erosion control methods at all times to ensure soil stabilization and protection of surrounding areas including any designated wetlands and/or waterways encountered.
- D. Underdrains
  1. Temporary underdrains, if used, shall be laid in trenches beneath the grade of the structure. Trenches shall be of suitable dimensions to provide room for the chosen size of underdrain and its surrounding gravel.
  2. Underdrains, if used, shall be laid at a suitable distance below the bottom of the normal excavation and backfilled in Filter Stone completely wrapped in Geotextile Fabric to prevent the admission of sand or other soil into the underdrains. The distance between the bottom of the pipe or structure and the top of the bell of the underdrain pipe shall be at least 3 inches unless otherwise permitted. The space between the underdrain and the pipe or structure shall be backfilled with Gravel Borrow which should have a surface suitable for laying the pipe or building the structure.
- E. Drainage Wellpoint System
  1. If necessary, dewater the excavations by means of an efficient drainage wellpoint system which will drain the soil and prevent saturated soil from flowing into the excavation.
  2. The installation of the wellpoints and pump shall be done under the supervision of a competent representative of the manufacturer. The Contractor shall do all special work such

as surrounding the wellpoints with sand or gravel or other work which is necessary for the wellpoint system to operate for the successful dewatering of the excavations.

### 3.6 EXCAVATION

- A. Execute operation of dewatering and sheeting and bracing without undermining or disturbing foundations of existing structures or of work previously completed under this Contract.
- B. Excavate to widths that provide suitable room for:
  - 1. Building structures or laying and jointing piping.
- C. Render bottom of excavations firm, dry and acceptable in all respects.
- D. Do not plow, scrap or dig by machinery, earth at finished subgrade which results in disturbance of material below subgrade, unless indicated or specified, and remove with pick and shovel, last of material to be excavated, just before placing pipe, masonry or other structure.
- E. Make all excavations in open, except as otherwise specified or permitted.
- F. Excavation Near Existing Facilities
  - 1. As the excavation approaches pipes, conduits, or other underground structures, digging by machinery shall be discontinued and the excavation shall be done by means of hand tools. Such manual excavation when incidental to normal excavation shall be included in the work to be done under items involving normal excavation.
- G. Unauthorized Excavation
  - 1. If the bottom of any excavation is taken out beyond the limits indicated or prescribed, the resulting void shall be backfilled at the Contractor's expense with thoroughly compacted Gravel Borrow.
- H. Unsuitable Material
  - 1. If material unsuitable for foundation (in the opinion of the Engineer) is found at or below the grade to which excavation would normally be carried in accordance with the Drawings and/or Specifications, the Contractor shall remove such material to the required width and depth and replace it with thoroughly compacted Gravel Borrow.

### 3.7 TRENCHING

- A. Trench Excavation
  - 1. Where pipe is to be laid in gravel bedding or concrete cradle, the trench may be excavated by machinery to, or to just below, the designated subgrade, provided that the material remaining at the bottom of the trench is no more than slightly disturbed.
  - 2. Where pipe is to be laid directly on the trench bottom, the lower part of trenches in earth shall not be excavated to subgrade by machinery, but, just before the pipe is to be placed, the last of the material to be excavated shall be removed by means of hand tools to form a flat or shaped bottom, true to grade, so that the pipe will have a uniform and continuous bearing and support on firm and undisturbed material between joints except for limited areas where the use of pipe slings may have disturbed the bottom.

- B. Depth of Trench
  - 1. Excavate trench to depths permitting the pipe to be laid at the elevations, slopes, or depths of cover indicated on the Drawings, and at uniform slopes between indicated elevations.
- C. Width of Trench
  - 1. Excavate trench as narrow as practicable and do not widen by scraping or loosening materials from the sides. Every effort shall be made to keep the sides of the trenches firm and undisturbed until backfilling has been completed and consolidated.
- D. Trench Excavation in Fill
  - 1. If pipe is to be laid in embankments or other recently filled material, the material shall first be placed to the top of the fill or to a height of at least 1 foot above the top of the pipe, whichever is the lesser. Particular care shall be taken to ensure maximum consolidation of material under the pipe location. The pipe trench shall then be excavated as though in undisturbed material.
- E. Length of trench open at any one time will be controlled by conditions, subject to any limits that may be prescribed by Engineer.
- F. Trench Excavation for Gas Main Installation
  - 1. Refer to National Grid specifications for gas line requirements.

### 3.8 BACKFILLING

- A. General
  - 1. Frozen material shall not be placed in the backfill nor shall backfill be placed upon frozen material. Previously frozen material shall be removed or shall be otherwise treated as required, before new backfill is placed.
- B. Fill and Backfill Under Structures
  - 1. The fill and backfill materials shall be placed in loose lifts not exceeding 6 inches in thickness. Unless otherwise indicated or specified, each layer shall be compacted to 95 percent relative compaction.
- C. Backfilling Around Structures
  - 1. Do not place backfill against or on structures until they have attained sufficient strength to support the loads (including construction loads) to which they will be subjected, without distortion, cracking, or other damage. As soon as practicable after the structures are structurally adequate and other necessary work has been done, special leakage tests, if required, shall be made. Promptly after the completion of such tests, the backfilling shall be started and then shall proceed until its completion. The best of the excavated materials shall be used in backfilling within 2 feet of the structure. Unequal soil pressures shall be avoided by depositing the material evenly around the structure.
  - 2. The material shall be placed and compacted to 95 percent relative compaction unless otherwise indicated or specified.

**D. Backfilling Pipe Trenches**

1. As soon as practicable after the pipes have been laid and the joints have acquired a suitable degree of hardness, if applicable, or the structures have been built and are structurally adequate to support the loads, including construction loads to which they will be subjected, the backfilling shall be started and thereafter it shall proceed until its completion.
2. With the exception mentioned below in this paragraph, trenches shall not be backfilled at pipe joints until after that section of the pipeline has successfully passed any specified tests required. Should the Contractor wish to minimize the maintenance of lights and barricades and the obstruction of traffic, he may, at his own risk backfill the entire trench, omitting or including backfill at joints as soon as practicable after the joints have acquired a suitable degree of hardness, if applicable, and the related structures have acquired a suitable degree of strength. He shall, however, be responsible for removing and later replacing such backfill, at his own expense, should he be ordered to do so in order to locate and repair or replace leaking or defective joints or pipe.
3. No stone or rock fragment larger than that specified under MATERIALS shall be placed in the backfill nor shall large masses of backfill material be dropped into the trench in such a manner as to endanger the pipeline. If necessary, a timber grillage shall be used to break the fall of material dropped from a height of more than 5 feet. Pieces of bituminous pavement shall be excluded from the backfill unless their use is expressly permitted, in which case they shall be broken up as directed.
4. Zone Around Pipe
  - a. Backfilled with the materials and to the limits indicated on the drawings.
  - b. Material shall be compacted to 95 percent relative compaction by tamping.
5. Remainder of Trench
  - a. Compact by tamping, in accordance with the nature of the material and the previously specified compaction requirements.
6. Excavated material which is acceptable to the Engineer for surfacing or pavement sub-base shall be placed at the top of the backfill to such depths as may be specified elsewhere or as directed. The surface shall be brought to the required grade and stones raked out and removed.

**E. Backfilling Gas Main Trenches**

1. The Contractor shall refer to the specifications provided by National Grid.
2. The Contractor is responsible for furnishing and installing the sand envelope around the gas main as indicated on the drawings.
3. The Contractor is responsible for lowering the new gas main into the trench. This will only be allowed utilizing a non-metallic sling to prevent damage to the new gas main.
4. Following installation of the gas main the Contractor will be responsible for installing and grading the remainder of the sand envelope, installing the caution tape as required, and backfilling and compacting the remainder of the trench.

**F. Placing and Compacting Embankment Material**

1. After the subgrade has been prepared as hereinbefore specified, the material shall be placed thereon and built up in successive layers until it has reached the required elevation.

2. Loose lifts shall not exceed 12 inches in thickness before compaction. In embankments at structures, the layers shall have a slight downward slope away from the structure; in other embankments the layers shall have a slight downward slope away from the center. In general, the finer and less pervious materials shall be placed against the structures or in the center, and the coarser and more pervious materials, upon the outer parts of embankments.
3. Each layer of material shall be compacted by the use of approved rollers or other approved means so as to secure a dense, stable, and thoroughly compacted mass. At such points as cannot be reached by mobile mechanical equipment, the materials shall be thoroughly compacted by the use of suitable power-driven tampers.
4. Previously placed or new materials shall be moistened by sprinkling, if required, to ensure proper bond and compaction. No compacting shall be done when the material is too wet, from either rain or too great an application of water, to compact it properly; at such times the work shall be suspended until the previously placed and new materials have dried out sufficiently to permit proper compaction, or such other precautions shall be taken as may be necessary to obtain proper compaction.
5. The portion of embankments constructed below proposed structures shall be compacted to 95 percent relative compaction. The top 2 feet of an embankment below a pavement base shall be compacted to 95 percent relative compaction. All other embankments shall be compacted to 90 percent relative compaction.

### 3.9 DISPOSAL OF SURPLUS EXCAVATED MATERIALS

- A. No excavated materials shall be removed from the site of the work or disposed of by the Contractor except as directed or permitted by the Engineer. All onsite materials are the property of the Owner unless deemed unsuitable by the Engineer, in which case the Contractor shall remove the materials from the site and dispose of the material in an appropriate manner, at no additional cost to the Owner.
- B. Surplus excavated materials suitable for backfill shall be used to backfill normal excavations in rock, to construct embankments, for any other fill as required for construction of the project, or to replace other materials unacceptable for use as backfill. Said materials shall be neatly deposited and graded so as to make or widen fills, construct embankments, flatten side slopes, or fill depressions; or shall be neatly deposited for other purposes at a stockpile location as directed by the Engineer; all as directed or permitted and without additional compensation.
- C. Surplus excavated materials not needed as specified above shall be stockpiled by the Contractor, at appropriate locations determined by the Owner, and in accordance with arrangements made by him.
- D. All excess materials deemed "suitable" by the Engineer are the property of the Owner. The Contractor shall place these materials at a location specified by the Owner. The materials shall be placed in a manner that utilizes the available space efficiently and to the satisfaction of the Owner. Reworking the dumped materials to efficiently use stockpile area is considered incidental to the contract and no separate payment will be made.

### 3.10 DUST CONTROL

- A. During the progress of the work, maintain the area of activities, by sweeping and sprinkling of streets to minimize the creation and dispersion of dust. If the Engineer decides that it is necessary to use calcium chloride for more effective dust control, the Contractor shall furnish and spread the material, as directed at no additional cost to the Owner.

- B. If the Engineer decides that it is necessary to use water for dust control, the Contractor shall furnish and apply the water as directed at no additional cost to the Owner.

### 3.11 BRIDGING TRENCHES

- A. Provide suitable and safe bridges and other crossings where required for the accommodation of travel, and to provide access to private property during construction. Remove once bridges and crossings are no longer needed.

### 3.12 COMPACTION TESTING

- A. The Contractor shall make all necessary excavations and preparations for testing in accordance with Section 01400. Excavations for density tests shall be backfilled with material similar to that excavated, and compacted to the specified density by the Contractor. Failure of the backfill material to achieve the specified density will be just cause for rejection of any or all portions of the excavation section tested. The Contractor will not be granted an extension of time or additional compensation for testing or repair of backfill ordered by the Owner/Engineer.

### 3.13 CARE AND RESTORATION OF PROPERTY

- A. Restoration of existing property or structures done as promptly as practicable and not left until the end of the construction period.

END OF SECTION 02200

---

**SECTION 02276 – SILT FENCE****PART 1 - GENERAL****1.1 SECTION INCLUDES**

- A. Requirements to perform all operations in connection with the silt fence, as indicated on the Drawings and as herein specified.

**1.2 REFERENCES**

- A. American Society for Testing and Materials (ASTM)
  - 1. D 3786, Test Method for Hydraulic Bursting Strength of Knitted Goods and Nonwoven Fabrics.
  - 2. D 4491, Test method for Water Permeability of Geotextile by Permittivity.
  - 3. D 4533, Test Method for Trapezoid Tearing Strength of Geotextiles.
  - 4. D 4632, Test Method for Grab Breaking Load and Elongation of Geotextiles.
- B. Materials and construction methods shall conform, insofar as applicable, to the requirements of the Standard Specifications for Road and Bridge Construction of the Rhode Island Department of Transportation, dated 2004, together with all errata, addenda, additional revisions, and supplemental specifications, all of which are hereinafter referred to as the Rhode Island Standard Specifications.

**1.3 SUBMITTALS**

- A. In accordance with Section 01330 - Submittal Procedures.

**PART 2 - PRODUCTS****2.1 ACCEPTABLE MANUFACTURER**

- A. Silt Fence as manufactured by Amoco Fabrics and Fibers, or acceptable equivalent.

**2.2 MATERIALS**

- A. The silt fence shall be comprised of a sediment control fabric and reinforced netting stitched together with heavy-duty thread top and bottom, stapled to hardwood posts.
- B. Hardwood posts shall be 4 feet long, spaced a maximum 10 feet apart with lower ends tapered to facilitate driving into compacted soil.
- C. A 6-inch flap at the bottom of the fence shall be used to toe in the sediment control barrier to prevent silt migration under the barrier.
- D. Each section of fence shall be supplied with a coupling to attach adjoining sections.
- E. Silt fence shall conform to the following test requirements.

<u>Property</u>	<u>Test Method</u>	<u>Value</u>
Grab Tensile	ASTM D4632	100 lbs.
Grab Elongation	ASTM D4632	15 %
Trapezoid Tear Strength	ASTM D4533	50 lbs.
Mullen Burst Strength	ASTM D3786	275 psi.
Equivalent Opening Size	US Std. Sieve	20/30
Ultraviolet Resistance	ASTM D4355	70 %

- F. Roll Width: 3 feet.
- G. Roll Length: 100 feet.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install silt fence in accordance with manufacturer's written recommendations.
- B. Install silt fence at locations shown on the Drawings or as directed by the Engineer.
- C. Silt fence shall be installed and inspected prior to the start of construction.

#### 3.2 MAINTENANCE

- A. Silt fence shall be cleaned and maintained throughout the duration of construction operations and until all exposed soils are satisfactorily stabilized after construction is complete.
- B. Silt fence shall be inspected and cleaned after all storm events and upon the request of the Owner or Engineer.
- C. The Contractor shall maintain an adequate supply of silt fence on site to be installed where failures have occurred or as deemed necessary by the Engineer.

#### 3.3 REMOVAL

- A. The Contractor shall remove all sediment collected by the silt fence, remove the silt fence, and restore the area to pre-construction condition to the satisfaction of the Engineer.

END OF SECTION 02276

---

**SECTION 02530 - SIDEWALKS****PART 1- GENERAL****1.1 SUMMARY****A. Section Includes**

1. This work consists of constructing sidewalks and driveways on prepared gravel bases at the locations indicated on the Plans or as directed by the Engineer, all in accordance with these Specifications.

**B. Related Sections**

1. Section 02200 – Earth Excavation, Backfill and Grading
2. Section 03300 – Cast-In-Place Concrete

**1.2 REFERENCES**

- A. Materials and construction methods shall conform, insofar as applicable, to the requirements of the Standard Specifications for Road and Bridge Construction of the Rhode Island Department of Transportation, dated 2004, together with all errata, addenda, additional revisions, and supplemental specifications, all of which are hereinafter referred to as the Rhode Island Standard Specifications.

**1.3 SUBMITTALS**

- A. In accordance with Section 01330 – Submittal Procedures.

**PART 2 - PRODUCTS****2.1 MATERIALS**

- A. Materials for bituminous and cement concrete sidewalks, driveways, and wheelchair ramps shall conform to the requirements of Section 905 of the Rhode Island Standard Specifications and its amendments unless otherwise specified below.
- B. Sand – Sand shall be a washed clean, hard durable, medium sand. The sand shall be well graded with a maximum diameter of ½”.
- C. Exposed Aggregate Sidewalk – Material to match existing materials and appearance on site.

**PART 3- EXECUTION****3.1 DELIVERY, STORAGE AND HANDLING**

- A. All materials for the work of this section shall be delivered, stored and handled to prevent damage. Manufactured materials shall be delivered and stored in their original containers, plainly marked with product and manufacturer name. Coordinate delivery of brick and associated items to the project site to prevent delays.

### 3.2 PROJECT CONDITIONS

- A. The Contractor shall protect partially completed masonry work against weather damage and moisture when work is not in progress.
- B. The Contractor shall adhere to the following in cold weather conditions:
  - 1. Precondition masonry materials to maintain minimum 50°F temperature when installed.
  - 2. Protect the masonry from freezing when air temperature is 40°F and below. Heat materials and provide temporary protection of completed work.
  - 3. No masonry work will be permitted when air temperature is below 25°F.
  - 4. Do not use frozen materials or those mixed or coated with ice or frost.
  - 5. Do not build on frozen work. Remove and replace masonry work damaged by frost or freezing.
  - 6. Protect completed work against freezing for not less than 4 days after laying.
- C. The Contractor shall protect adjacent work from damage, soiling, and staining during masonry operation.

### 3.3 INSTALLATION

#### A. Cement Concrete

- 1. Installation of cement concrete sidewalks, driveways and wheelchair ramps shall conform to the requirements of Section 905 of the Rhode Island Standard Specifications.
- 2. Wheelchair ramps shall be installed in accordance with the 1998 Rhode Island Standard Details and all revisions.
- 3. The Contractor shall establish grade elevations at all wheelchair ramp locations, and shall set transition lengths according to the appropriate table from the wheelchair ramp details in the 1998 Rhode Island Standard Details and all revisions.
- 4. All wheelchair ramp joints and transition sections, which define grade changes shall be formed, staked and checked prior to placing cement concrete. All grade changes are to be made at joints.
- 5. Sidewalks shall be divided into sections by dummy joints formed by a jointing tool or other acceptable means as directed. The new sections of sidewalk shall match the size of the existing sidewalk sections.
- 6. Construction joints shall be formed around all appurtenances such as manholes, utility poles, etc., extending into and through the sidewalk. Premoulded expansion joint filler ¼-inch thick shall be installed in these joints. Expansion joints shall be placed every 20 feet.
- 7. Expansion joint filler shall be installed between concrete sidewalks and any fixed, smooth structure such as a building or wall. This expansion joint material shall extend for the full depth of the walk. If the sidewalk abuts an irregular wall, foundation or stationary object, the expansion joint filler shall be placed 4 inches from the irregular surface and concrete placed between the irregular surface and the expansion joint material.

#### B. Bituminous Concrete

- 1. Installation of bituminous concrete sidewalks and driveways shall conform to the requirements of Section 905 of the Rhode Island Standard Specifications.

END OF SECTION 02530

---

**SECTION 02930 – LOAM AND SEED****PART 1 - GENERAL****1.1 SECTION INCLUDES**

- A. Requirements for loaming, fertilizing, seeding, and related work in areas disturbed in the process of performing the work under this contract.
  - 1. The principal work associated with seeding includes, but may not be limited to, the following:
    - a. Application of seed.
    - b. Application of weed control.
    - c. Acceptance of seeding.
- B. Related Sections
  - 1. Section 02100 - Site Preparation.
  - 2. Section 02200 - Earth Excavation, Backfill, Grading.

**1.2 QUALITY ASSURANCE**

- A. Subcontract seeding work to a firm specializing in such work unless Contractor is fully experienced and qualified.
- B. Each seed bag or container shall display a label which identifies the contents as a true representation of the seed mix and percentages required by specification. No seed shall be applied to a site until the Owner's Representative has determined the mixture meets all requirements.
- C. Do not make substitutions without written approval. If specified seed mixes are not available, obtain approval for substitution from the Owner's Representative.

**1.3 SUBMITTALS**

- A. In accordance with Section 01300 - Shop Drawings submit the following:
  - 1. Certifications and/or labels of proposed seed mixtures stating common and scientific names of grasses, percentages by weight, and percentages or purity and germination.
  - 2. Submit test samples of loam or borrow material being used.
  - 3. Product information for all proposed weed control chemicals.

**1.4 DELIVERY, STORAGE AND HANDLING**

- A. Fertilizer
  - 1. Delivered mixed as specified in standard size, unopened containers showing weight, analysis, and name of manufacturer.

2. Store in weatherproof place.
- B. Seed
1. Protect all products from weather or other damaging or deteriorating conditions.
  2. Seed mixes which have been damaged or have deteriorated in transit or storage are not acceptable.
- 1.5 WARRANTY
- A. Maintenance of seeding to be performed by installer includes:
1. Watering.
  2. Regrading and replanting eroded areas.
  3. Seeding or patching sparse or bare areas.
- B. Maintain seeded areas immediately after placement until grass is accepted.

## PART 2 - PRODUCTS

### 2.1 LOAM

- A. Fertile, natural topsoil, typical of locality, without admixture of subsoil, refuse or other foreign materials, and obtained from well-drained arable site. Mixture of sand, silt and clay particles in equal proportions. Free of stumps, roots, heavy or stiff clay, stones large than 1 inch in diameter, lumps, coarse sand, noxious weeds, sticks, brush or other deleterious matter.
- B. Not less than 4 percent nor more than 20 percent organic matter as determined by loss on ignition of oven-dried samples.
- C. Loam test samples dried to constant weight at temperature of 230° F, plus or minus nine degrees.
- D. Use loam, having prior vegetative growth that did not contain toxic amounts of either acid or alkaline elements.
- E. Approved suitable material from excavation within the project limits shall be used before new material is furnished.

### 2.2 COMPOST

- A. Compost shall be made from aged organic material, free from stick, stones and/or other substances which would be injurious to healthy plant growth. The compost shall be screened to remove all materials one inch and larger.

### 2.3 LIME, FERTILIZER AND SEED

- A. Ground agricultural limestone containing not less than 85 percent of total carbonates.
- B. Complete fertilizer, at least 50 percent of nitrogen derived from natural organic sources of urea form and containing following percentages by weight:
1. Nitrogen 10%

- 2. Phosphorus 10%
  - 3. Potash 10%
- C. Pure, live, fresh seed from commercial sources meeting and labeled in accordance with State and Federal laws, rules and regulations. All seed to have a minimum germination rate of 85 percent.
- 1. Seeding mixture for lawn areas shall conform to the following grass types and percentages:

<u>Name</u> <u>Germination</u>	Minimum Proportion	Percent by Weight	Percent Purity
Palmer Perennial Ryegrass	20%	99%	90%
Ranger Perennial Ryegrass	20%	99%	90%
Baron Kentucky Bluegrass	30%	95%	85%
Merion Kentucky Bluegrass	30%	95%	85%
Inert Materials 2.5% (maximum)			

2.4 WEED CONTROL

- A. Post-emergent weed control for seeding: apply "Trimec," or approved equal. Use of material must be approved prior to application.

2.5 WATER

- A. Clean, fresh potable water.

PART 3 - EXECUTION

3.1 GENERAL

- A. Supply suitable quantities of water, hose and appurtenances.

3.2 LIME, FERTILIZER AND SEEDING

- A. Apply lime by mechanical means at rate of 3000 pounds per acre.
- B. Apply fertilizer at rate of 1200 pounds per acre.
  - 1. Remove weeds or replace loam and reestablish finish grades, if any delays in seeding lawn areas and weeds grow on surface or loam is washed out prior to sowing seed and without additional compensation.
  - 2. The approved seed mixture shall be applied at a rate of 6 pounds per 1000 square feet by means of seeder device capable of penetrating ground to a depth of 1 inch. Seed machine shall be equipped with disc-type penetrating action and seeder tubes that plant seeds. Seeder shall be similar to Jacobson Model 524-100, 548-100 or equal.
  - 3. Distribute seed over area in two separate passes, each one perpendicular to the other (north-south, east-west orientation). Each pass shall be in a linear progression, and shall conform to the field direction that permits the longest, straight line application procedure.

4. Broadcast seeding will be permitted only with written permission of the Owner. All requests shall be in writing with detailed and itemized procedure to be followed.
- C. Water lawn areas adequately at time of sowing and daily thereafter with fine spray, and continue throughout maintenance and protection period.
- D. Seed during approximate time periods of March 15 to May 15 and August 15 to October 1, and only when weather and soil conditions are suitable for such work, unless otherwise permitted.

### 3.3 APPLICATION OF WEED CONTROL

- A. Apply post-emergent weed control to new seeding areas only.
- B. Apply post-emergent weed control at 1.2 to 1.5 ounces per 1,000 square feet, or according to manufacturer's recommendations.

### 3.4 ACCEPTANCE OF SEEDING

- A. Provisional Acceptance: Provisional acceptance period shall be defined as the elapsed time between application of seed and the establishment of a good, healthy uniform growth of grass.
  1. Provisional acceptance will not occur until the seeded areas are well established, exhibiting a vigorous growing condition, devoid of bare spots greater than 1 square foot and have been mown at least twice.
  2. It will be the Contractor's responsibility to maintain seeding areas in an approved condition until provisional acceptance.
  3. The Contractor shall keep all seeded areas watered and in good condition, reseeding if and when necessary during the provisional acceptance period.
  4. The following guidelines shall be adhered to when mowing all newly seeded areas. These guidelines, while inclusive of all four growing seasons, does not necessarily imply that the contractor is responsible for mowing throughout all four seasons, as provisional acceptance may be granted if grass is determined to be satisfactory after as few as two complete mowings.
    - a. Initial or spring mowing: Shall take place when lawn areas (new seeding, established lawns,) have grown to a blade height of 2 inches. Turf shall be cut using a mower with sharp cutting blades. Height of cut shall be set at 1-1/2 inches. This height of cut shall be maintained through spring period of growth (April through min-June). Frequency of mowing during this growth period shall be at every 7 days, or whenever grass growth exceeds 1-1/2 inches. Regardless of how quickly the turf grows during this period, NO MORE THAN ONE-THIRD of the leaf shall be removed in any one mowing. Adherence to this procedure shall require additional and more frequent mowings beyond the established regimen (once every 7 days, etc.), especially during and after rainy periods, or climatic conditions promoting rapid growth.
    - b. Summer: The height of cut shall be raised to 2 to 2-1/2 inches commencing with the start of summer. This height of cut shall be maintained until the return of cooler temperatures in early September. Frequency of mowing during this summer period shall be once every 7 to 10 days. A longer interval than 7 days may be necessary if turf growing rate slows down in response to summer heat, drought, etc.; Contractor shall be responsible for determining the proper cutting interval that conforms best to local growing conditions and climatic factors, but period between cuts shall not exceed 10 days without prior approval of Owner.

- c. Fall: The height of cut shall be reduced to 1-1/2 inches in mid-September when there is a noticeable change towards cooling daytime temperatures, usually between September 10 and 20. Beginning on September 10, the frequency of cut shall be set at 1 cut every 7 days. This schedule shall remain in effect until mid-October.
  - d. Late Fall: Between mid-October (October 15) and November 10, the Contractor shall begin to lower the height of cut in incremental stages so that the final cut shall establish the winter dormant height of turf at 1 inch. Mowing frequency during this period shall be set at one cut every 12 to 15 days depending on turf growth rates. Starting on October 15, it is expected that the Contractor shall need no more than 3 cuts to lower the grass to its final height of 1 inch. NO more than one-third of the leaf shall be removed in any one mowing operation. Final cut shall be performed on or prior to November 10, unless an extension date is approved by Owner.
  - e. Grass clippings shall be returned to the turf surface during regular mowing operations.
5. During this period, water turf as necessary to maintain an adequate supply of moisture within the root zone. An adequate supply of moisture is the equivalent of 1 inch of absorbed water per week that is delivered at weekly intervals in the form of natural rain or is augmented as required by periodic watering.
  6. It shall be the Contractor's responsibility to obtain necessary documentation to show that provisional acceptance has been granted. This shall be done upon written request to inspect grass work on site submitted by the contractor to the Engineer. Provisional acceptance will not be granted until contractor has obtained, in writing, a statement from the Engineer indicating that grass is satisfactory under the terms of the provisional acceptance.
- B. Final Acceptance: Final acceptance period shall be defined as the elapsed time between provisional acceptance and final closeout of the project.
1. All seeded areas shall be guaranteed by the Contractor for not less than one growing season from the time of provisional acceptance. Growing season shall be defined as follows:
    - a. If provisional acceptance is received during April, May, June or July, next growing season shall end on October 15.
    - b. If provisional acceptance is received during September, October, November or December, next growing season shall end on June 1.
  2. At the end of the guarantee period, inspection will be made by the Engineer upon written request submitted by the Contractor at least 10 days before the anticipated date. Lawn areas not demonstrating satisfactory stands as outlined above, (except if damaged by vandalism) as determined, by the Engineer shall be renovated, re-seeded, and maintained meeting all requirements as specified herein.
  3. After all necessary corrective work has been completed, the Engineer shall certify in writing the final acceptance of the lawn area.
  4. Decision of Owner as to necessity to replace lawns or repair any defects on workmanship, or cause of any destruction or loss, impairment or failure to flourish, shall be conclusive and binding upon Contractor. Replacements shall be the same as specified. All replacements shall be planted as specified herein at Contractor's expense.
  5. "Vandalism," as noted above, is intended to mean any acts, whether intentional or accidental, by other persons, which clearly result in damage, and which may reasonably be considered to be beyond the Contractor's reasonable control, as determined by the Owner's Representative.

- C. Maintain lawn areas and other seed areas at maximum height of 2-1/2 inches by mowing at least three times. Weed thoroughly once and maintained until time of final acceptance. Reseed and refertilize with original mixtures, watering or whatever is necessary to establish over entire area of lawn and other seeded areas a close stand of grasses specified, and reasonably free of weeds and undesirable coarse native grasses.

## 3.05 TEMPORARY COVER CROP

- A. Sow a temporary cover crop of buckwheat, domestic rye grass or other acceptable seed if there is insufficient time in the planting season to complete seeding, fertilizing, and permanent seeding at the option of Contractor or order of Engineer. Cut and water cover crop as necessary until the beginning of the following planting season, at which time it shall be plowed or harrowed into soil, the areas shall be fertilized and permanent seed crop sown as specified.

END OF SECTION

---

**SECTION 03000 – CAST-IN-PLACE CONCRETE****PART 1 - GENERAL****1.1 SECTION INCLUDES**

- A. Requirements for furnishing and installing forms, reinforcing steel, concrete and expansion and/or construction joints for the construction of the concrete stairways, infilling the recessed lighting bays, planter walls, and light pole bases as shown on the Plans or as directed by the Engineer.
- B. Work under this section shall conform to the requirements Section 808 "Cast-in-Place Structure Concrete Masonry" of the latest edition of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.
- C. Work includes furnishing all labor, materials and equipment for the construction of the concrete stairways, infilling the recessed lighting bays, planter walls, and light pole bases as shown on the Plans or as directed by the Engineer.
- D. All cast-in-place concrete shall be of a color, texture and have aggregates from approved sources that closely match the predominant color, texture and aggregates of the existing adjacent structures.
- E. The removal and resetting of the existing light poles, including all associated electrical work, shall be considered incidental to work under this Section.

**1.2 REFERENCES**

- A. American Society for Testing and Materials (ASTM)
  - 1. A82, Specification for Steel Wire, Plain, for Concrete Reinforcement
  - 2. A615, Specification for deformed and Plain Billet-Steel Bars for Concrete Reinforcement
  - 3. C31, Practice for Making and Curing Concrete Test Cylinders in the Field
  - 4. C33, Specification for Concrete Aggregates
  - 5. C39, Test Method for Compressive Strength of Cylindrical Concrete Specimens
  - 6. C42, Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
  - 7. C94, Specification for ready Mixed Concrete
  - 8. C143, Test Method for Slump of Hydraulic Cement Concrete
  - 9. C150, Specification for Portland Cement
  - 10. C172, Practice for Sampling Freshly Mixed Concrete
  - 11. C231, Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
  - 12. C260, Test Method for Air-Entraining Admixtures for Concrete
  - 13. C494, Specification for Chemical Admixtures for Concrete
  - 14. C920, Specification for Elastomeric Joint sealants

15. D994, Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type)
16. D1056, Specification for Flexible Cellular Materials-Sponge or Expanded Rubber
17. D1751, Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)

B. American Concrete Institute (ACI):

1. ACI 301, Specification for Structural Concrete for Buildings
2. ACI 304, Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete
3. ACI 305, Recommended Practice for Hot Weather Concreting
4. ACI 306, Recommended Practice for Cold Weather Concreting
5. ACI 315, Building Code Requirements for Reinforced Concrete
6. ACI 347, Guide to Formwork for Concrete

C. Concrete Reinforcing Steel Institute (CRSI):

1. Manual of Standard Practice

### 1.3 SUBMITTALS

A. Submit Shop Drawings in accordance with SECTION 01300 for the following:

1. Reinforcing Steel
  - a. Furnish in detail and completeness that all fabrication and placement at the site can be accomplished without the use of contract drawings for reference.
  - b. Include number of pieces, sizes, and grade of reinforcing steel, accessories, and any other information required for fabrication and placement.
  - c. Show joint layout and design.
  - d. Check structural and site drawings for anchor bolts, anchors, inserts, conduits, sleeves, and any other items which are required to be embedded in concrete, and make necessary provisions as required so that reinforcing steel will not interfere with the placement of such embedded items.
2. Concrete mix designs.
3. Grout manufacturer/design mix (if included in this section).
4. Manufacturer's data for ancillary materials such as joint fillers and sealants, epoxy bonding compound.

### 1.4 QUALITY ASSURANCE

A. Selection of testing laboratory in accordance with SECTION 01400.

B. Sample and Test Concrete as follows:

1. Test Specimens: Make, cure, and have tested, a minimum of one set of four test specimens from the concrete of each day's pour and for each fifty cubic yards of concrete cast in accordance with

ASTM C172, C31 and C39. One cylinder shall be broken after seven days and three cylinders after twenty-eight days.

2. Slump: A slump test shall be made for each truckload of concrete in accordance with ASTM C143. Slumps greater than design mix limit will be grounds for rejection of the concrete.
3. Air Content: An air content test shall be made from each day's pour of concrete by the pressure method in accordance with ASTM C231. Air contents above or below the limits specified will be grounds for rejection of the concrete.
4. In the event the compressive strength of the cylinders, when tested, is below the specified minimum, the Engineer may require test cores of the hardened structure to be taken by the Testing Laboratory in accordance with ASTM C42. If such test indicates that the core specimen is below the required strength, the concrete in question shall be removed and replaced without cost to the Owner. Any other work damaged as a result of this concrete removal shall be replaced with new materials to the satisfaction of the Engineer at no additional cost to the Owner. The cost of coring will be deducted from the contract amount. Where the Testing Laboratory has taken core cylinders and the concrete proves to be satisfactory, core holes shall be filled in a manner satisfactory to the Engineer at no additional cost to the Owner.
5. The Contractor shall coordinate the date and location of tests with the Engineer before any concrete work is started.

## 1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

### A. Reinforcing steel

1. Transport to the site, store, and cover in a manner which will ensure that no damage shall occur to it from moisture, dirt, grease, or any other cause that might impair bond to concrete or chip protective epoxy coating.
2. Store on the site at all times, a supply of approved reinforcing steel to ensure that there will be no delay of the work.
3. Identification of steel shall be maintained after bundles are broken.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

#### A. Portland Cement

1. In accordance with ASTM C150, Type II of U.S. manufacture.
2. Only one brand of cement shall be used on the project.

#### B. Aggregates

1. Fine aggregate, in accordance with ASTM C33, clean and graded from 1/4 inch to fines.

- 
2. Coarse aggregate, in accordance with ASTM C33, clean and graded from 1/4 inch to maximum sizes hereinafter specified.
- C. Air Entraining Agent
1. In accordance with ASTM C260.
- D. Water Reducing Agent
1. In accordance with ASTM C494 Type A.
- E. Microsilica Admixture
1. Packaged in easily dispersing form.
- F. Water
1. Clean and potable,
  2. Free of impurities detrimental to concrete.
- G. Reinforcing Bars
1. New, deformed billet steel bars, in accordance with ASTM A615, Grade 60.
- H. Welded Wire Fabric
1. ASTM A185, wire of 75 ksi minimum tensile strength, furnished in flat sheets only, rolled sheets not permitted.
- I. Accessories
1. Reinforcement accessories, consisting of spacers, chairs, ties, and similar items shall be provided as required for spacing, assembling, and supporting reinforcement in place.
  2. All accessories shall be dielectric coated steel or approved plastic accessories, conforming to the applicable requirements of the CRSI Standards.
- J. Tie wire
1. 16 gauge or heavier dielectric coated steel or approved plastic accessories, conforming to the applicable requirements of ASTM A82.
- K. Form Ties and Spreaders
1. Standard metal form clamp assemble and plastic cone, of type acting as spreaders and leaving no metal within 1 inch of concrete face.
  2. Provide form tie with water stop for all walls to be in contact with earth or liquid.
  3. Inner tie rod shall be left in concrete when forms are removed.
  4. No wire ties or wood spreaders will be permitted. Use ½" x 1" C.T. plastic cones for sinkages.
- L. Form Coatings

1. Non-grain raising and non-staining type that will not leave residual matter on surface of concrete or adversely affect proper bonding of subsequent application of other material applied to concrete surface.
2. "Nox-Crete Form Coating" as manufactured by Nox-Crete Company, or approved equal.
3. Coatings containing mineral oils or the non-drying ingredients will not be permitted.

M. Grout

1. High-strength, non-shrink grout with saltwater resistance.
2. Five Star Special Grout 120 or equivalent.

## 2.2 CONCRETE STRENGTHS AND PROPORTIONS

- A. Cast-in-place concrete shall have the minimum compressive strength at 28 days as indicated on the Drawings.
- B. The exact proportions for the mix, including amounts admixture (if any), and water, shall be determined by the concrete supplier.
- C. The proportions of aggregate to cement for any concrete shall be such as to produce a mixture which will work readily into the corners and angles of the forms and around reinforcement with the method of placing employed not he work, but without permitting the materials to segregate or excess free water to collect on the surface.
- D. Air-Entrainment: The air content in all concrete shall be maintained at 5 to 7 percent.

## 2.3 PREMOLDED JOINT FILLER

A. Bituminous Type

1. In accordance with ASTM D994 or D1751.

B. Sponge Rubber Type

1. Neoprene, closed-cell, expanded in accordance with ASTM D1056, Type 2C5, with a compression deflection, 25 percent deflection (limits), 17 to 24 psi (119 to 168 kPa) minimum.

## 2.4 POURABLE JOINT FILLERS

A. Filler for Nonpotable Water Structures

1. Specific Gravity: Greater than 1.0 for cured, in-place filler.
2. Vertical and Sloped Joints: Furnish gun grade material that will remain as placed in joints and will not run down slope.
3. Suitable for continuous immersion and exposure to liquid being contained in the structure.

## 2.5 JOINT SEALANTS

### A. In slabs

1. In accordance with ASTM C920 for poured 2-component polyurethane sealant.
2. Sikaflex-2c, as manufactured by Sika Corporation or approved equivalent.

### B. In walls

1. Type II, Class A, compound conforming to Interim Federal Specification TT-S-00227E (3) (COM-NBS) for Sealing Compound; Elastomeric Type, Multi-Component (for Caulking, Sealing, and Glazing in Buildings and Other Structures).
2. Sikaflex-1a, as manufactured by Sika Corporation or approved equivalent.

## 2.6 EPOXY BONDING COMPOUND

- A. The epoxy bonding compound shall be a three-component, solvent-free, moisture-tolerant, epoxy modified, cementitious product specifically formulated as a bonding agent and anti-corrosion coating. The product shall have suitable contact time, fluidity, and application temperature for this type of application.

## PART 3 - EXECUTION

### 3.1 FORMWORK

#### A. Falsework for Forms

1. Build and maintain necessary false work for the forms.

#### B. Construction of Forms

1. General
  - a. Construct in accordance with ACI 347.
  - b. Construct of sound material, to the correct shape and dimensions, mortar tight, of sufficient strength, and so braced and tied together that the movement of men, equipment, materials, or placing and vibrating the concrete will not throw them out of line or position.
2. Embedded Items
  - a. Make provisions for pipes, sleeves, anchors, inserts, reglets, anchor slots, nailers, water stops, and other features.
  - b. Do not embed wood, other than necessary nailing blocks, in concrete.
  - c. Extended complete cooperation to suppliers of embedded items in their installation.
  - d. Secure information for embedded items from other trades as required.
  - e. Securely anchored embedded items in correct location and alignment prior to placing concrete.
3. Openings for Items Passing Through Concrete

- a. Establish exact locations, sizes, and other conditions required for openings and attachment of work specified under other sections.
  - b. Coordination work of this nature in order that there will be no unnecessary cutting and patching of concrete.
  - c. Cutting and repairing of concrete as a result of failure to provide for such openings shall be paid for by the Contractor at no additional expense to the Owner.
- C. Removing Forms and False work
1. Forms shall not be removed for at least 72 hours after concrete has been placed.
  2. Forms shall not be removed until the concrete has attained sufficient strength to insure stability.

### 3.2 REINFORCING STEEL

A. General

1. Place reinforcing steel in accordance with the drawings and approved shop drawings and the applicable requirements of the CRSI, Manual of Practice.
2. Install reinforcement accurately and secure against movement, particularly under the weight of workmen and the placement of concrete.

B. Reinforcing Steel Supports

1. Support bars on approved plastic or dielectric-coated metal chairs or spacers, accurately placed and securely fastened to forms or steel reinforcement in place.
2. Supply additional bars, whether specifically shown on the drawings or not, where necessary to securely fasten reinforcement in place.
3. Support legs of accessories in forms without embedding in form surface.
4. Spacing of chairs and accessories shall conform to CRSI, Manual of Standard Practice. Accurately space hoops and stirrups and wire to the reinforcement.
5. Permit no loose wood inside forms.
6. Lifting of welded wire fabric into proper position while concrete is being poured rather than supporting fabric on chairs will not be permitted.

C. Placing and Tying

1. Set in place, space, and rigidly and securely tie or wire with tie wire at all splices and at all crossing points and intersections in the positions shown, or as directed.
2. Rebending of bars on the job to accommodate the job to accommodate existing conditions will not be permitted without the written approval of the Engineer.
3. Point ends of wire ties away from forms.

D. Spacing

1. Minimum center to center distance between parallel bars shall be in accordance with the details on the drawings, or, where not shown, the clear spacing shall be 2 times the bar

diameter but in no case less than 1½ inches or less than 1½ times the maximum size aggregate.

E. Splices

1. Maximum 50% of steel spliced occurring within lap length.
2. Top bars shall be 1.3 times values given in 3.01.D.5.c.
3. Splice lengths
  - a. #6 bars and smaller: 50-bar diameter
  - b. #7 bars and larger: 60-bar diameter

F. Concrete Covering

1. In accordance with ACI 315, except where shown otherwise on drawings.

3.3 CONCRETE

A. Mixing of Concrete

1. All concrete shall be ready-mixed concrete, and shall be mixed and delivered in accordance with ASTM C 94. The batch plant of the concrete producer shall be certified for compliance with the standards established by the National Ready-Mixed Concrete Association.
2. In the event concrete is mixed at a central batching plant, the delivery shall be arranged so that intervals between batches are kept to a minimum, and in any event not more than thirty (30) minutes. Trucks shall be in first class condition and kept in constant rotation during delivery.
3. Concrete shall be placed within 90 minutes after cement has been mixed with aggregate or 45 minutes after addition of water and admixtures.
4. No admixtures, except those mentioned in paragraph 2.1 shall be used. Calcium chloride will not be permitted.
5. Truck delivery slips of all concrete delivered to the job shall indicate the quantity and quality of concrete, additives, date and time of batching and delivery, and the location of placement. Delivery slips shall be forwarded to the Engineer at the end of each pour.

B. Cold Weather Concreting

1. In accordance with ACI 306.
2. Concrete shall not be mixed or placed when the temperature is below 40 degrees F, or when conditions indicate that the temperature will fall below 40 degrees F within 72 hours unless precautions are taken to protect the concrete.
3. Concrete temperature shall be maintained, when deposited, at not less than 60 degrees F. Reinforcement, forms, and ground which concrete will contact must be completely free of frost.
4. Concrete and formwork must be kept at a temperature of not less than 50 degrees F. for not less than 96 hours after placing.
5. Calcium chloride shall not be used.

C. Hot Weather Concreting

1. In accordance with ACI 305.
  2. The maximum temperature of the concrete, when deposited, shall be 85 degrees F. If the weather causes the placing temperature to exceed 85 degrees F., the mix shall be cooled by methods approved by the Engineer.
  3. No concrete shall be deposited when the air temperature is greater than 90 degrees F.
- D. Conveying and Placing Concrete
1. In accordance with ACI 304.
  2. Notification: Before placing concrete, forms shall be thoroughly inspected. All chips, dirt, etc., shall be removed, all temporary bracing and cleats taken out, all openings for pipes, etc., properly boxed, all forms properly secured in their correct position and made tight, all reinforcement, anchors, and embedded items secured in their proper places. Concrete which may be on the forms or reinforcement, and which is set and dry, shall be cleaned off, and the forms and steel washed off before proceeding. Remove all foreign matter from forms and excavations.
  3. Water shall be removed from place of deposit before concrete is placed unless otherwise permitted by the Engineer. Any flow of water into an excavation shall be diverted through proper side drains into a sump, or shall be removed by other approved methods which will avoid washing away the freshly deposited concrete.
  4. Soil on which concrete will be poured shall be thoroughly wetted (except in freezing weather).
  5. Anchors and Embedded Items: Anchors, bolts, sleeves, inserts, wood blocking, and any other items to be embedded in concrete shall be accurately secured in position before the concrete is placed. Aluminum shall not be embedded in concrete.
  6. Handling and Depositing
    - a. Before any concrete is placed, notify all whose work is in any way connected with or influenced by the concrete work, and give them reasonable time to complete all portions of their work that must be completed before concrete is deposited.
    - b. Immediately before concrete is placed, inspect all forms to insure that they are in proper position, sufficiently rigid, thoroughly clean, properly oiled and free from foreign materials, and that all reinforcement is in proper position.
    - c. Concreting, once started, shall be carried on as a continuous operation until the section of approved size and shape is completed.
    - d. Concrete shall be conveyed as rapidly as practicable from the mixer to the place of final deposit by methods that prevent the separation or loss of ingredients. It shall be deposited, as nearly as practicable, in its final position to avoid rehandling or flowing.
    - e. Concrete shall not be dropped freely where reinforcement will cause segregation, nor shall it be dropped freely more than six (6) feet. Concrete shall be deposited to maintain a plastic surface approximately horizontal.
    - f. Concrete that has partially hardened shall not be deposited in the work.
  7. Pumping
    - a. Concrete may be placed by pumping if first approved in writing by the Engineer for the location proposed.
    - b. Equipment for pumping shall be of such size and design as to ensure a practically continuous flow of concrete at the delivery end without separation of materials.

- c. The concrete mix shall be designed to the same requirements as herein before specified, and may be richer in lubricating components in order to allow proper pumping.
  - d. Concrete shall not be pumped through aluminum pipes.
8. Vibrating and Compacting
- a. All concrete shall be thoroughly consolidated and compacted by suitable means during the operation of placing, and shall be thoroughly worked around reinforcement, embedded items, and into the corners of the forms. All concrete against forms shall be thoroughly spaded. Internal vibrators shall be used under experienced supervision, and shall be kept out of contact with reinforcement and wood forms. Vibrators shall not be used in a manner that forces mortar between individual form members.
  - b. Vibrators shall be flexible electric type or approved compressed air type, adequately powered and capable of transmitting to the concrete not less than seven thousand (7,000) impulses per minute. Vibration shall be sufficiently intense to cause the concrete to flow or settle readily into place without separation of the ingredients. A sufficient number of vibrators shall be employed so that complete compaction is secured throughout the entire volume of each layer of concrete. At least one (1) vibrator shall be kept in readiness as a spare for emergency use. Vibrators shall be such that the concrete becomes uniformly plastic with their use.
  - c. Vibration shall be close to the forms but shall not be continued at one spot to the extent that large areas of grout are formed or the heavier aggregates are caused to settle. Care shall be taken to not disturb concrete that has its initial set.
  - d. Where conditions make compacting difficult, or where the reinforcement is congested, batches of mortar containing the same proportions of cement to sand as used in the concrete shall first be deposited in the forms, to a depth of at least one inch.
  - e. The responsibility for providing fully filled out, smooth, clean, and properly aligned surfaces free from objectionable pockets shall rest entirely with the Contractor.

### 3.4 CONSTRUCTION JOINTS

- A. Construction joints shall be located a maximum of 40 feet apart. If, for any reason, the contractor feels a change is necessary, he shall prepare a placing plan and submit it to the Engineer for approval.
- B. Where a joint is to be made, the surface of the concrete shall be sandblasted or thoroughly picked, thoroughly cleaned, and all laitance removed. In addition to the foregoing, joints shall be thoroughly wetted, but not saturated, and slushed with a coat of grout immediately before the placing of new concrete.
- C. Approved keys shall be used at all joints, unless detailed otherwise.
- D. Forms shall be retightened before placing of concrete is continued. There shall be an interval of at least 48 hours between adjacent pours.
- E. Bonding Concrete at Construction Joints
  - 1. To new concrete construction joints:
    - a. Thoroughly clean and saturate joint with water.
    - b. Cover horizontal wall surfaces as specified in this Section, and immediately place concrete.
    - c. Limit concrete lift placed immediately on top of bonding compound to 12 inches thick.

- d. Thoroughly vibrate to mix and consolidate bonding compound and concrete together.
- F. Bonding new concrete to old concrete:
1. Mechanically roughen existing concrete surfaces to a clean, rough surface using appropriate mechanical means to remove the existing concrete surface, and provide a minimum roughness profile of ¼-inch.
  2. Saturate surface with water for 24 hours, cover with epoxy bonding compound and place concrete as specified for new concrete.
- G. Expansion Joints
1. Expansion joints shall be located as shown on contract drawings.
  2. The joint shall include a joint filler, a bond breaker and joint sealant and installed as indicated on contract drawings.
- H. Joint Sealants.
1. Prepare surface in accordance with manufacturers directions.
  2. Apply primer as recommended by sealant manufacturer.
  3. Install sealant with the proper tools and methods as directed by the sealant manufacturer.
- I. Patching
1. Immediately after stripping forms, patch minor defects, form-tie holes, honeycombed areas, etc., before concrete is thoroughly dry.
  2. Repair gravel pockets by cutting out to solid surface, form key, and thoroughly wet before placing patching mortar consisting of 1 part cement to 2 parts fine sand; compact into place and neatly finish. Honeycombed areas or gravel pockets which, in the Engineer's opinion are too large and unsatisfactory for mortar patching as described above, shall be cut out to solid surface, keyed, and packed solids with matching concrete to produce firm bond and surface.
  3. The Contractor shall do all the cutting as required by himself or other trades. All such work shall be of the minimum size required. No excessive cutting will be permitted, or shall any structural members or reinforcement be cut.
  4. The Contractor shall do all patching after work by other trades has been installed, where required, using Portland Cement Mortar 1:2 mix.
- J. Protection and Curing
1. Protect concrete from injurious action of the elements and defacement of any nature during construction operations.
  2. Keep concrete in a thoroughly moist condition from the time it is placed until it has cured, for at least (7) days.
  3. Carefully protect exposed concrete corners from damage.
  4. Allow no slabs to become dry at any time until curing operations are complete. In general, slabs shall be cured with non-staining curing paper, hosing or fog spray; vertical surfaces shall be curing with Burlene or fog spray or an approved curing compound.

5. Protect fresh concrete from drying winds, rain, damage, or spoiling. Curing paper shall be lapped 4 inches minimum at joints and sealed with waterproof tape.

K. Concrete Finishes

1. Unexposed Surfaces: All unexposed surfaces shall have any form finish, at the Contractor's option.
2. Wearing Surface Finish: Float the surface by hand using a wooden or magnesium float. Finish with a flexible bristle broom. Permit surface to harden sufficiently to retain the scoring or ridges. Broom transverse to traffic or at right angles to the slope of the slab.
3. Addition of Material: The addition of cement, sand, water, or mortar to slab surfaces while finishing concrete is strictly prohibited.

L. Defective Work

1. The following concrete work shall be considered defective and may be ordered by the Engineer to be removed and replaced at Contractor's expense:
  - a. Incorrectly formed.
  - b. Not plumb or level.
  - c. Not specified strength.
  - d. Containing rock pockets, voids, honeycomb, or cold joints.
  - e. Containing wood or foreign matter.
  - f. Otherwise not in accordance with the intent of the Drawings and Specifications.

END OF SECTION 03300

---

**SECTION 03320 - CONCRETE SEALANT****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Requirements to seal the stairways to the Department of Administration Building as shown on the Plans or as directed by the Engineer.
- B. Work under this section shall conform to the requirements Section 820 "Concrete Surface Treatment Protective Coating" of the latest edition of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.

**1.02 REFERENCES**

- A. American Society for Testing and Materials (ASTM).
  - 1. C309, Specification for Liquid Membrane-Forming Compounds for Curing Concrete.

**1.03 SUBMITTALS**

- A. In accordance with Section 01300.
- B. Shop Drawings:
  - 1. Curing methods proposed.
  - 2. Manufacturer's data for the following products:
    - a. Exposed aggregate finish retardant on formed surface.
    - b. Evaporation retardant.
    - c. Curing compound.
    - d. Clear sealer.
    - e. Clear floor hardener.
- C. Quality Control Submittals:
  - 1. Curing Compound: Manufacturer's Certificate of Compliance showing moisture retention requirements.
  - 2. Retardants for Exposed Aggregate Finish: Manufacturer's Certification of Compliance.

**PART 2 PRODUCTS****2.10 MATERIALS**

- A. Curing Compound:
  - 1. Solvent-based, high chlorinated rubber solids content curing compound meeting requirements of ASTM C309.
    - a. Moisture Loss: 0.030 gm/square cm/72 hours maximum.
    - b. Capable of meeting moisture retention with one coat.
  - 2. Manufacturers and Products:
    - a. Master Builders Co., Cleveland, OH; Masterkure CR.
    - b. Euclid Chemical Co., Cleveland, OH; Euco Super Floor Coat.
    - c. Or equal.
- B. Evaporation Retardant:
  - 1. Optional: Fluorescent color tint that disappears completely upon drying.

2. Manufacturers and Products:
  - a. Master Builders Co., Cleveland, OH; CONFILM.
  - b. Euclid Chemical Co., Cleveland, OH; Eucobar.
  - c. Or equal.
- C. Clear Sealer (One-Component Penetrating Silane Siloxane Sealer):
  1. Manufacturers and Products:
    - a. Master Builders, Inc.; MASTERSEAL SL.
    - b. Euclid Chemical Co.; Eucoguard 200.
    - c. Or equal.
- D. Clear Floor Hardener:
  1. Colorless, aqueous premixed solution of zinc and magnesium fluosilicate.
  2. Each gallon of fluosilicate solution shall contain minimum 2 pounds of crystals.
  3. Manufacturers:
    - a. Master Builders Co., Cleveland, OH.
    - b. Euclid Chemical Co., Cleveland, OH.
    - c. Sonneborn, Minneapolis, MN.
- E. Water: Clean and potable, containing less than 50 ppm of chlorides.

## PART 3 EXECUTION

### 3.10 CURING OF CONCRETE

- A. Use one of the following methods as approved by ENGINEER:
  1. Walls:
    - a. General: Where walls are to receive coatings, painting, cementitious material, or other similar finishes, or where solvent-based coatings are not permitted, use only water curing procedures.
    - b. Method 1: Leave concrete forms in place and keep entire surfaces of forms and concrete wet for 7 days.
    - c. Method 2: Apply curing compound, where allowed, immediately after removal of forms.
    - d. Method 3: Continuously sprinkle with water 100 percent of exposed surfaces for 7 days starting immediately after removal of forms.
  2. Slabs and Curbs:
    - a. Method 1: Protect surface by water ponding for 7 days.
    - b. Method 2: Cover with burlap or cotton mats and keep continuously wet for 7 days.
    - c. Method 3: Cover with 1-inch layer of wet sand, earth, or sawdust, and keep continuously wet for 7 days.
    - d. Method 4: Continuously sprinkle exposed surface for 7 days.
    - e. Other agreed upon method that will keep moisture present and uniform at all times on surface of slabs. Do not use curing compounds.
    - f. Where water curing for slabs during cold weather is not possible, use an ENGINEER-approved curing compound at manufacturer's recommended coverage per gallon.
    - g. Where curing compound cannot be used, special methods using moisture shall be agreed upon prior to placing the concrete slabs.
    - h. Protect slabs during cold weather with plastic sheets or other materials inside required heated enclosure if foot traffic is permitted on slabs.

- B. Use only water curing on potable water structures.
- C. Use only water curing methods where solvents in the curing compounds are prohibited by state or federal air quality laws.
- D. Use only water curing where additional finishes such as clear sealer, hardeners, painting, and other special coatings are required.

### 3.20 EVAPORATION RETARDANT APPLICATION

- A. Spray onto surface of fresh flat work concrete immediately after screening to react with surface moisture.
- B. Reapply as needed to ensure a continuous moist surface until final finishing is completed.

### 3.30 CLEAR SEALER APPLICATION

- A. Apply where indicated in Finish Schedule.
- B. Before application, water cure concrete walls and floors to receive sealer for a minimum of 28 days, keep clean, unpainted, free from membrane curing compounds, with Work above them completed.
- C. Apply with stiff brush, short nap roller, squeegee, garden sprayer, or conventional paint spray equipment.
- D. Apply at a coverage rate of 125 to 200 square feet per gallon and cure the sealer on slabs for the following minimum cure time at the ambient temperatures shown prior to allowing foot traffic:
  - 1. 90 degrees F - 2 hours.
  - 2. 75 degrees F - 4 hours.
  - 3. 50 degrees F - 8 hours.
  - 4. 35 degrees F - 16 hours.

### 3.40 CLEAR HARDENER APPLICATION

- A. Before application, water cure floors to receive hardener for minimum 28 days, keep clean, unpainted, free to membrane curing compounds, and perfectly dry with all work above them completed.
- B. Apply hardener evenly, using three coats, allowing 24 hours between coats.
  - 1. First coat 1/3 strength, second coat 1/2 strength, and third coat 2/3 strength, mix with water.
  - 2. Apply each coat so as to remain wet on surfaces for 15 minutes.
  - 3. Apply approved hardeners in accordance with manufacturer's instructions.
  - 4. After final coat is completed and dry, remove surplus hardener from surface by scrubbing and mopping with water.

### 3.50 MANUFACTURER'S SERVICES

- A. Provide manufacturer's representative at site for installation assistance, inspection, and certification of proper installation for products specified.

- B. Provide clear sealer manufacturer's representative to demonstrate proper application of product.
- C. Provide floor hardener manufacturer's representative to demonstrate proper mixing and application of product.
- D. Provide curing compound manufacturer's representative to demonstrate proper application of curing compound to show coverage in one coat.

END OF SECTION

---

**SECTION 05500 - METAL FABRICATIONS****PART 1 GENERAL****1.01 SUMMARY****A. Section Includes**

1. Requirements to fabricate, furnish, erect, set, fasten and install miscellaneous metalwork as indicated on the Drawings and as specified.

**B. Related Sections**

- a. Section 03300 – Cast In Place Concrete
- b. Section 05500 – Metal Fabrications

**1.02 REFERENCES****A. American Society for Testing and Materials (ASTM)**

1. A36, Specification for Carbon Structural Steel.
2. A48, Specification for Gray Iron Castings.
3. A53, Specification for Pipe, Steel, Black and Hot-Dipped, Zinc Coated, Welded Seamless.
4. A123, Specification for Zinc (Hot-Dipped Galvanized) Coatings on Iron and Steel Products.
5. A153, Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
6. A167, Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
7. A276, Specification for Stainless Steel Bars and Shapes.
8. A307, Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength.
9. A325, Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.
10. A489, Specification for Carbon Steel Lifting Eyes.
11. A500, Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
12. A501, Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
13. B209, Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
14. B221, Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
15. B308, Specification for Aluminum-Alloy 6061-T6 Standard Structural Profiles.
16. B429, Specification for Aluminum-Alloy Extruded Structural Pipe and Tube.
17. B632, Specification for Aluminum-Alloy Rolled Tread Plate.
18. B660, Standard Practices for Packaging/Packing of Aluminum and Magnesium Products.
19. F436, Specification for Hardened Steel Washers.
20. F468, Specification for Nonferrous Bolts, Hex Cap Screws, Studs for General Use.
21. F593, Specification for Stainless Steel Bolts, Hex Cap Screws and Studs.
22. F594, Specification for Stainless Steel Nuts.
23. F844, Specification for Washers, Steel, Plain (Flat), Unhardened for General Use.

**1.03 SUBMITTALS**

- A. In accordance with Section 01300 submit the following:

1. Manufacturer's technical data sheets for the following:
  - a. Bitumastic coating.
  - b. Grout.
  - c. Chemical Anchors
2. Shop Drawings:
  - a. Details of the fabrication and erection of each metal fabrication indicated on the Drawings.
  - b. Plans, elevations, sections, and details of metal fabrications and their connections.
  - c. Anchorage and accessory items.
  - d. The shop drawings shall furnish the required information in sufficient detail and completeness that the work may be accomplished without the use of the Contract Drawings as a reference.
3. Welding Certificates: Copies of certificates for welding procedures and personnel.
4. Qualification Data: Firms and persons specified in the "Quality Assurance" Article shall demonstrate their capabilities and experience. Firms shall include a list of at least three (3) recently completed projects with project names and addresses. The name, address, and phone number of a contact (architect, engineer, or owner) shall be provided for each project in the list, as well as any other required information hereinafter or hereinbefore specified.

#### 1.04 QUALITY ASSURANCE

##### A. Fabricator Qualifications:

1. Fabrication Company to be experienced in the production of metal fabrications similar to those indicated for this Project, with a record of successful in-service performance.
2. Fabrication Company to possess sufficient production capacity to produce the work required and complete the work within the duration of the contract.

##### B. Welding:

1. Procedures and personnel shall be qualified according to the latest revisions of the following American Welding Society designation:
  - a. AWS D1.1, Structural Welding Code - Steel.
  - b. AWS D1.2, Structural Welding Code - Aluminum.
  - c. AWS D1.6, Structural Welding Code - Stainless Steel.
  - d. Certification shall be provided stating that each welder has passed the AWS qualification tests for the welding processes involved and has maintained that certification as required by AWS.

#### 1.05 DELIVERY STORAGE AND HANDLING

- ##### A. Aluminum to be delivered to the fabricator in accordance with ASTM B 660, complying with the commercial packing and preservation requirements.

##### B. Epoxy Adhesive

1. Store epoxy cartridges on pallets or shelving in a covered storage area.
2. Control temperature above 60 degrees F and dispose of cartridges if shelf life has expired.

##### C. Vinyl Ester Products

1. Store components on pallets or shelving in a covered storage area with locking door.
2. Control temperature within 41 to 77 degrees F and dispose of product if shelf life has expired.

## 1.06 PROJECT CONDITIONS

- A. Field Measurements: Where metal fabrications are indicated to fit within reinforced concrete walls and other construction, dimensions shall be verified by field measurements before fabrication. The fabrication schedule shall be coordinated with the Construction Progress Schedule to avoid delaying the Work.
1. Established Dimensions: Where field measurements cannot be made without delaying the Work, proceed with fabricating metal fabrications upon receipt of Engineer reviewed and approved shop drawings, without field measurements. Allowance shall be made for trimming and fitting.

## 1.07 SCHEDULING

- A. Installation of anchorages for metal fabrications shall be coordinated with the Contractor. Setting drawings, templates, and instructions for installing anchorages, including sleeves, concrete inserts, anchor bolts, items with integral anchors, and any items that are to be embedded in concrete shall be provided to the Contractor. Items to be embedded in concrete shall be delivered to Project site sufficiently in advance to allow time for installation, as determined by the Contractor.

## PART 2 PRODUCTS

## 2.01 MATERIALS

- A. Steel, in accordance with the following ASTM Designations unless otherwise indicated:
1. Steel plates and structural shapes                   ASTM A36.
  2. Steel Pipe   A501 or A53, Type E or S,  
  Grade B
  3. Structural Steel Tubing                             A500, Grade B
  4. Steel Bolts and Nuts:
    - a. Carbon Steel   A307 or A36
    - b. High-Strength   A325, Type 3
    - c. Galvanized Steel Bolts and Nuts             A307 or A36, with A153  
  Zinc Coating, and ANSI B1.1
    - d. Eyebolts   A489
    - e. Threaded Rods   A36
    - f. Flat Washers (Unhardened) F844; use A153 for Zinc  
  Coating
    - g. Flat Washers (Hardened)                     F436
- B. Stainless Steel, Type 316 and in accordance with the following ASTM designations unless otherwise indicated:
1. Bars and Shapes   A276, AISI Type 316
  2. Plate, Sheet, and Strip                             A167, AISI Type 316
  3. Bolts and Threaded Rods                         F593, AISI Type 316,
  4. Nuts   F594, AISI Type 316,
  5. Welding Rods and Bare Electrodes: Compatible with the material to be welded per the AWS D1.6 specifications.

## 2.02 FASTENERS

- A. Provide Stainless steel fasteners for all connections unless indicated otherwise

- B. Bolts:
  - 1. Stainless steel in accordance with ASTM F 593, Alloy Group 2, Type 316,
  - 2. CW with hexagonal heads shall be provided for connections.
- C. Nuts:
  - 1. Stainless steel in accordance with ASTM F 594, Alloy Group 2, Type 316,
  - 2. CW with hexagonal heads, and thread designation to match stainless steel bolts shall be provided for connections.
- D. Washers:
  - 1. In accordance with ASTM F 436, except that the material shall be Type 316 stainless steel in accordance with ASTM A 276.
- E. Stainless steel fasteners for framing connections
  - 1. Provide bolts, nuts, and washers of the size and quantity as indicated on the Drawings. One nut shall be provided per each bolt unless otherwise indicated on the Drawings. A washer shall be provided at the contact surface between framing members or clips and the heads of bolts and nuts, minimum two (2) washers per bolt.
- F. Machine Screws:
  - 1. Stainless steel in accordance with ASME B18.6.3, Type 316.

## 2.03 ABRASIVE NOSINGS

- A. Aluminum.
  - 1. In accordance with ASTM B221 for extrusions.
  - 2. Class 30 for cast aluminum tread plate.
- B. Abrasive, Two (2) part Epoxy combined with aluminum oxide grit.

## 2.04 ANCHOR BOLTS

- A. To be Stainless Steel.
- B. Configuration and specific type as specified, as listed in the associated equipment specifications and as detailed on the Contract Drawings.
- C. Provide Antiseizing Lubricant for all stainless steel threads.
- D. Anchor Bolt Sleeves
  - 1. High Density Polyethylene Plastic:
    - a. Single unit construction with deformed sidewalls such that the concrete and grout lock in place.
    - b. The top of the sleeve shall be self-threading to provide adjustment of the threaded anchor bolt projection.
    - c. Material requirements:
      - 1) Plastic: High density polyethylene.
      - 2) Density: ASTM D 1505
    - d. Manufacturer:
      - 1) Sinco West, Simi Valley, CA
      - 2) Or equal
  - 2. Fabricated Steel Sleeve
    - a. A 36 steel.

### E. Neoprene Gasket

1. ASTM D 1056 RE-41-E, soft, closed-cell, neoprene gasket material, suitable for exposure to sewage and sewage gases, unless otherwise shown.
2. Thickness: Minimum 1/4 inch.
3. Furnish without skin coat.
4. Furnish two spare gaskets for each location shown requiring neoprene gaskets, and furnish one roll of 4-inch wide by 50-foot long neoprene gasket material with 1 pint of manufacturer's recommended adhesive.
5. Manufacturers and Product:
  - a. Rubatex Division of Great American Industries, Bedford, VA; Rubatex No. R-411-N.
  - b. Garlock Manufacturing, San Francisco, CA.
  - c. Or equal.

## 2.05 CHEMICAL ANCHORING SYSTEMS

### A. Epoxy Anchors

1. Anchor Rod: Stainless steel threaded rod free of grease, oil or other deleterious material with a 45-degree chisel point.
2. Epoxy Adhesive:
  - a. ASTM C 881, Type 1, Grade 3, Class A, B, or C.
  - b. Two-component, 100 percent solids, nonsag, paste, insensitive to moisture, designed to be used in adverse freeze/thaw environments and gray in color.
  - c. Cure Temperature, Pot Life, and Workability: Compatible for intended use and environmental conditions.
3. Mixed Epoxy Adhesive: Nonsag paste consistency, with ability to remain in a 1-inch diameter overhead drilled hole without runoff, having the following properties:
  - a. Slant Shear Strength, ASTM C 881, No Failure In Bond Line, Dry/Moist Conditions: 5,000 psi.
  - b. Compressive Strength, ASTM D 695; 14,000 psi, minimum.
  - c. Tensile Strength, ASTM D 695: 4,500 psi.
  - d. Heat Deflection Temperature, ASTM D 648 E2: 135 degrees F, minimum.
4. Epoxy Adhesive Packaging:
  - a. Disposable, self-contained cartridge system capable of dispensing both epoxy components in the proper mixing ratio, and fit into a manually or pneumatically operated caulking gun.
  - b. Cartridge Markings: Include manufacturer's name, batch number, mix ratio by volume, product expiration data, ANSI hazard classification, and appropriate ANSI handling precautions.
5. Manufacturer's and Products:
  - a. Adhesives Technology Corp.; Anchor-It Fastening Systems, HS 200 Epoxy Resin.
  - b. ITW Ramse/Red Head; Epcon Ceramic 6 Epoxy Anchor System.
  - c. Covert Operations; CIA Epoxy Anchors with viscosity to suit application.
  - d. Rawplug Co., Inc.; Rawl/Sika Foil Fast Epoxy Injection Gel System.

### B. Adhesive Anchors

1. Two-component vinyl ester adhesive, insensitive to moisture, designed to be installed in adverse freeze/thaw environments.

---

## 2.06 FABRICATION

### A. General

1. Metals shall be sheared and punched cleanly and accurately. Burrs shall be removed.
2. Exposed edges shall be rounded to a radius of approximately 1/32 inch, unless otherwise indicated. Bent-metal corners shall be formed to the smallest radius possible without causing grain separation or otherwise impairing the work.
3. Corners and seams shall be welded continuously to comply with the following:
  - a. Materials and methods shall be used that minimize distortion and develop strength and corrosion resistance of the base metals.
  - b. Fusion shall be obtained without undercut or overlap.
  - c. Welding flux shall be removed immediately.
  - d. At exposed connections, exposed welds and surfaces shall be finished smooth and blended so that no roughness is apparent and the contour of the welded surface matches that of the adjacent surface.
4. Joints that will be exposed to weather shall be fabricated in a manner to exclude water. Drain holes shall be provided where water may accumulate.
5. Fabrications exposed to view in the completed Work, shall be provided with smooth, flat surfaces without blemishes.
6. Fabrications with exposed pitting, seam marks, roller marks, rolled trade names, or roughness shall not be used.

### B. Shop Assembly:

1. Items shall be preassembled in shop to greatest extent possible to minimize field splicing and assembly.
2. Units shall be disassembled only as necessary for shipping and handling limitations.
3. Connections shall maintain the structural value of joined pieces through the use of properly sized holes, proper spacing and gage distances, tolerances, and other requirements as determined in the applicable codes listed elsewhere in this specification.
4. Units shall be clearly marked for reassembly and coordinated installation.

## 2.07 FINISHES

### A. Fabrications shall be finished after shop assembly.

### B. Anodized aluminum finishes to be in accordance with the Aluminum Association's standards for Anodized Architectural Aluminum as published by the American Architectural Manufacturer's Association (AAMA).

### C. Anodized finishes damaged in the field during installation or transit shall be repaired using brush anodizing to restore the coating to its specified Class and thickness.

### D. Galvanizing

1. Items of miscellaneous ironwork and steel work indicated on the Drawings or specified to be galvanized shall be zinc-coated by the hot-dip process in accordance with ASTM Standard Specification for Zinc (Hot-Galvanized) Coatings on Products Fabricated from Rolled, Pressed, and Forged Steel Shapes, Plates, Bars, and Strip, Designation A123; or ASTM Standard Specifications for Zinc Coating (Hot-Dip) on Iron and Steel Hardware, Designation A153, as appropriate.

---

**PART 3 EXECUTION****3.01 INSTALLATION****A. Field Assembly:**

1. Metal fabrications shall be cut, reinforced, drilled, and tapped cleanly and accurately to receive finish hardware, screws, and similar items.
2. Exposed work shall be formed true to line and level, with accurate angles and surfaces, and straight rounded edges.
3. Sharp or rough areas shall be removed on exposed traffic surfaces.
4. Exposed connections shall be formed with hairline joints, flush and smooth, using concealed fasteners where possible.
5. Exposed fasteners of type indicated on the Drawings shall be used; when not indicated, Phillips flat-head (countersunk) screws or bolts shall be used. Joints shall be located where least conspicuous.

**B. Erection Tolerances**

1. Maximum Variation from Plumb: 1/4 inch per story, noncumulative.
2. Maximum Offset from True Alignment: 1/4 inch.

**C. Anchorage:**

1. Coordinated type of anchorage with supporting structure.
2. Anchoring devices shall be fabricated and spaced to secure metal fabrications in place and to support indicated loads.

**D. Fastening to In-Place Construction:**

1. Anchorage devices and fasteners shall be provided where necessary for securing metal fabrications to in-place construction.

**E. Cutting, Fitting, and Placement:**

1. Cutting, drilling, and fitting for the installation of metal fabrications shall be performed as required.
2. Metal fabrications shall be set accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

**F. Temporary bracing or anchors shall be provided in formwork for items that are to be built into concrete.****G. Exposed connections shall fit together to form hairline joints. Welded connections that can not be made in the shop due to shipping limitations shall be made in the field. Do not weld, cut, or abrade surfaces of exterior units that have been anodized after fabrication and are for bolted or screwed field connections.****H. Field Welding: Comply with the following requirements:**

1. Materials and methods shall be used that minimize distortion and develop strength and corrosion resistance of base metals.
2. Fusion shall be obtained without undercut or overlap.
3. Welding flux shall be removed immediately.

4. At exposed connections, welds and surfaces shall be finished smooth and blended so that no roughness shows after finishing and the contour of the welded surface matches that of adjacent surface.

### 3.02 SETTING BEARING AND LEVELING PLATES

- A. Concrete bearing surfaces shall be cleaned of bond-reducing materials, and roughened to improve bond to surfaces. The bottom surface of plates shall be cleaned.
- B. Bearing and leveling plates shall be set on wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, anchor bolts shall be tightened. Wedges and shims shall not be removed but, if protruding, shall be cut off flush with the edge of bearing plate before packing with grout.
  1. Provide grout in accordance with SECTION 03300.
  2. Grout shall be solidly packed between bearing surfaces and plates to ensure that no voids remain.

### 3.03 ANCHOR BOLTS (CAST IN PLACE)

- A. Accurately locate and hold anchor bolts in place with templates at the time concrete is placed.
- B. Use sleeves for location adjustment and provide two nuts and one washer per bolt of same material as bolt. Minimum bolt size: 1/2-inch diameter by 12 inches long, unless otherwise shown.
- C. All anchors and anchor bolts shall be properly located and shall be built into the connecting work when the work is built. Expansion bolts shall be inserted into drilled holes.

### 3.04 ANCHORING SYSTEMS (CURED CONCRETE)

- A. Begin installation only after concrete or masonry receiving anchors have attained design strength.
- B. Do not install an anchor closer than six times its diameter to either an edge of concrete or masonry, or to another anchor, unless specifically shown otherwise.
- C. Install in accordance with manufacturer's specific quality control submittal instructions. Hole diameters are critical to installation, use only drills recommended by anchor manufacturer. Follow manufacturer's safe handling instructions.
- D. Epoxy or Adhesive Anchors: Do not install when temperature of concrete is below 40 degrees F or above 100 degrees F, unless stated otherwise in manufacturer's written instructions.
- E. Follow specific manufacturer safe handling practices when handling and installing concrete anchors.

### 3.05 ABRASIVE NOSINGS

- A. Provide abrasive nosings on concrete steps not being supplied or coated with another type of nosing or nonskid material.

## 3.06 CLEANING AND TOUCHUP

- A. Painted Surfaces: Clean and touchup galvanized painted field welds, bolted connections, and abraded areas of shop paint as required or as approved by the Engineer.
- B. Anodized Surfaces: Clean field welds, bolted connections, and abraded areas and repair anodizing to match the quality of the coating provided by the shop.
- C. After aluminum has been erected, it shall be cleaned with mild soap and water, followed by a clear water rinse.

END OF SECTION

---

SECTION 16000 – ELECTRICAL BASIC MATERIALS AND METHODS

## PART 1 - GENERAL

## 1.0 GENERAL REFERENCE

- A. The General Conditions, Supplementary General Conditions and Division 1 of these specifications are hereby included as part of this section.
- B. INTENT: It is the intent of the plans and these specifications that all design/build, equipment, materials and workmanship used on this project be in complete conformance with all local, state and national codes, ordinances and standards. It is the contractor's responsibility to submit only those items that meet these codes. Should an item be inadvertently specified by model number that is not in conformance with local and state codes, the contractor shall notify the proper authorities prior to any submittals of this item. Regardless of any approval action given, it is the contractor's responsibility to install only those items that are in conformance with the codes. Should any nonconforming code items be installed, they shall be replaced by the contractor at no additional cost to the owner.

## 1.1 SECTION INCLUDES

- A. Provision of a complete design build electrical system per contract documents including, but not limited to removing and replacing existing exterior electrical light poles, relamping with bulbs to match existing, wiring lights and fixtures as required.
- B. Testing and Permits

## 1.2 QUALITY ASSURANCE

- A. Work shall be accomplished licensed electricians.
- B. Work shall be accomplished in a first class, thorough and workmanlike manner.

## 1.3 REFERENCE STANDARDS

- A. All work to be in accordance with the standards, codes and ordinances listed hereinafter.
  - 1. National Electrical Code, 1987 Edition
  - 2. NFPA Standards
  - 3. ANSI Standards
  - 4. U.L. Standards
  - 5. National Electrical Safety Code
  - 6. OSHA Standards
  - 7. AIEE
  - 8. NEMA
  - 9. Rhode Island State Building Code
  - 10. Rhode Island State Safety Code
  - 11. Local Codes and Ordinances
  - 12. Federal Specifications

## 1.4 SUBMITTALS

- A. Submit shop drawings, manufacturer's data and certificates for all equipment, devices and materials.

## 1.5 PERMITS

- A. Obtain all required electrical and other related permits and pay all fees for same.

## 1.6 INSPECTION AND TESTS

- A. During the progress of the work it shall be subject to the inspection of the Owner and to such other inspectors as may have jurisdiction.

## 1.7 CUTTING AND PATCHING

- A. Arrange to have conduit, boxes and such other pertinent parts set in place ahead of construction, such that they will be built in, thus eliminating the need for cutting and patching. Failure to conform to this paragraph will require that this Contractor shall perform any cutting and patching required for his work. Patching shall meet or exceed quality of adjacent surfaces. Cutting must be accomplished as not to weaken adjacent structural members and must be approved by the Architect before proceeding.

## 1.8 GUARANTEE

- A. Leave each entire electrical system in proper working order and without additional expense to the owner, replace any work, materials or equipment provided under this contract which develops defect, except from ordinary wear and tear, within one year from the date of final certificate of approval and acceptance by the Architect.
- B. Guarantee all systems, including fixtures, to be free from short circuits, open circuits, loose connections, over-heating and such other defects.
- C. Promptly remedy any defects in work and pay for any damage to other work resulting therefrom which appear during the one year guarantee period.

## PART 2 - PRODUCTS

### 2.1 WIRE AND CABLE

- A. All wiring and cabling shall be in strict compliance with the NEC and it's latest revisions, both with respect to material and workmanship.
- B. Wiring for branch circuit, power, control and lighting systems shall be copper, conforming to Fed. Spec. J-C-30A and multi-rated as follows:
  - 1. Type THHN - 90°C.; Dry Locations
  - 2. Type THWN - 90°C.; Wet Locations
- C. All conductors No. 3 AWG and larger for large equipment shall be copper conforming to Fed. Spec. J-C-30A and U.L. Standard UL 44, chemically cross-linked polyethylene, Type XHHW.
- D. Conductors No. 10 AWG and smaller shall be solid No. 8AWG and larger shall be stranded.
- E. Bare copper ground wire shall meet Fed. Spec. QQ-W-343.
- F. Equipment grounding conductor shall be type TW or THW with green insulation conforming to Fed. Spec. J-C-129C.
- G. Fixture wiring shall be Type TFF, or TFFN Copper, No. 12 AWG minimum, solid.
- H. Branch Circuit Wire and Cable: American Insulated Wire, ITT/Royal, Rome Cable, or Triangle.
- I. Feeder Cable: American Insulated Wire, ITT/Royal, Rome Cable or Triangle.

- J. Fixture Wire: American Insulated Wire, ITT/Royal, or Carol Cable.
- K. All wiring shall be in metallic conduit. If acceptable to authority having jurisdiction type MC with full size ground wire may be used for wiring of new bathroom GFI outlet.

## 2.2 WIRING ACCESSORIES

- A. Wire nuts shall be Ideal Industries "Wing-Nut" series 451 through 453.
- B. Insulated spade terminals shall be ideal Industries Series SN16X or SN12X, T & B Series RB14 or RC10.
- C. Electrical Tape shall be Scotch No. 33 or Plymouth #4472.

## PART 3 - EXECUTION

### 3.1 INSTALLATION GENERAL

- A. All work shall be in accordance with UL and NEC.
- B. The minimum size wire for power and lighting branch circuits and all circuits emanating from panelboards shall be minimum No. 12 AWG. Larger sizes of wire shall be installed so that the voltage drop between any lighting fixture, device, motor, etc., and its panelboard shall not exceed 2% where connected loads and actual length of branch circuit runs as installed required its use.
- C. Joints between conductors No. 14 AWG through No. 8 AWB at fixtures, devices and junction points shall be made with insulated spring type wire nuts of the wing-nut design.

END OF SECTION