

# SOLICITATION INFORMATION

September 19, 2011

**RFQ #7449049**

**TITLE: UNDERFLOOR RACEWAY WATER DAMAGE  
REMEDICATION, CANNON BUILDING, DOA**

**CLOSING DATE AND TIME: 10/20/11 AT 1:45 PM**

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

**DATE: 10/6/11 TIME: 10:00 AM**

**MANDATORY: NO**

**LOCATION: DOH – CANNON BUILDING  
(COURTYARD SIDE)  
3 CAPITOL HILL  
PROVIDENCE, RI**

Questions concerning this solicitation must be received by the Division of Purchases at: [construction@purchasing.ri.gov](mailto:construction@purchasing.ri.gov) no later than 10/11/11 at 12:00 Noon (ET). Questions should be submitted in a Microsoft Word attachment. Please reference the RFQ # on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**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**

Solicit doc  
Revised 10/8/10

SECTION 00020 - INVITATION TO BID/NOTICE TO CONTRACTORS

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

DEPARTMENT OF ADMINISTRATION  
OFFICE OF PURCHASES

DIVISION OF FACILITIES MANAGEMENT

**INVITATION TO BID  
NOTICE TO CONTRACTORS - BID NO. 7449049**

The State of Rhode Island Department of Administration, Division of Facilities Management, is soliciting bids for the Cannon Building Underfloor Raceway Water Damage Remediation, Providence, Rhode Island in accordance with plans and specifications dated, May 2011.

SEALED PROPOSALS ADDRESSED TO THE **STATE PURCHASING AGENT**, 1 CAPITOL HILL, PROVIDENCE, R.I. 02908-5855, SHALL BE RECEIVED UNTIL 10/20/11 AT 1:45 PM. At that time they will be opened and read in public.

**BIDS SHALL BE SUBMITTED ON THE FORMS PROVIDED WITH THE PLANS AND SPECIFICATIONS.** Plans and specifications for submitting bid proposals may be obtained from the Purchasing Website at www.purchasing.ri.gov.

A CERTIFIED CHECK OR BID BOND PAYABLE TO THE STATE OF RHODE ISLAND IN AN AMOUNT EQUAL TO FIVE PERCENT (5%) OF THE PROPOSAL SHALL BE SUBMITTED WITH THE BID.

A Performance and Payment Bond equal to one hundred percent (100%) of the contract price with a surety company registered and licensed in the State of Rhode Island shall be required of the successful bidder.

This project is subject to terms, conditions, and provisions of Chapters 2, 12, 13, and 14.1 of Title 37, Rhode Island General Laws 1956, as amended et. seq., and regulations promulgated thereunder, which require that ten percent (10%) of the dollar value of work performed on the project be performed by minority business enterprises, and prevailing wage rates to be paid under the Contract for this project must be in accordance with those prevailing wages on file in the Rhode Island Department of Labor, Office of the Director.

The included prevailing wage table may have been revised. It is the contractor's responsibility to use the current prevailing wage table. The table may be obtained at the RI Division of Purchases Home Page at www.purchasing.ri.gov.

Cannon Building  
Providence, Rhode Island

Underfloor Raceway Water Damage Remediation  
May, 2011

All bidders MUST register online at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). A RIVIP generated Bidder Certification Cover Form MUST accompany each bid. Should you need assistance in registering or downloading a bid, call (401) 222-2142 ext. 134. Failure to comply will result in disqualification

**A REPRESENTATIVE OF THE DEPARTMENT OF ADMINISTRATION, DIVISION OF FACILITIES MANAGEMENT AND/OR THE DESIGNER OF RECORD WILL BE PRESENT AT THE PROJECT SITE AT CANNON BUILDING, 3 CAPITOL HILL, COURTYARD SIDE PROVIDENCE, RI :**

**ON 10/6/11 AT 10:00 AM FOR A PRE-BID CONFERENCE.**

DEPARTMENT OF ADMINISTRATION  
OFFICE OF PURCHASES

By: John O'Hara II  
Senior Buyer

# UNDERFLOOR RACEWAY WATER DAMAGE REMEDICATION CANNON BUILDING

3 CAPITOL HILL  
PROVIDENCE, RI

MAY 2011

ENGINEER:

**Gaskell Associates**

A Division of Thielsch Engineering

1341 Elmwood Avenue | 120 Maple Street, Ste. 304  
Cranston, RI 02910 | Springfield, MA 01103  
Tel.: (401) 781-4000 Fax: (401) 781- 1411

SCHEDULE OF DRAWINGS	
DRAWING NO.	DRAWING NAME
E1.1	1ST FLOOR ELECTRICAL PLAN
E1.2	2ND FLOOR ELECTRICAL PLAN
E1.3	3RD FLOOR ELECTRICAL PLAN
E1.4	4TH FLOOR ELECTRICAL PLAN

**GENERAL NOTES:**

1. LOCATIONS SHOWN FOR CONNECTIONS TO EQUIPMENT ARE DIAGRAMMATIC. INSTALL FOR EASE OF MAINTENANCE AND TO SUIT EQUIPMENT.
2. COLOR CODE ALL WIRING.
3. CONCEAL ALL WIRING UNLESS OTHERWISE NOTED.
4. PROVIDE ALL GROUNDING INCLUDING GREEN EQUIPMENT GROUND IN ALL RACEWAYS.
5. CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE EXISTING CONDITIONS. NO CLAIM FOR EXTRA COMPENSATION SHALL BE ENTERTAINED FOR WORK WHICH A PRELIMINARY EXAMINATION WOULD HAVE REVEALED. THE SUBMISSION OF A BID WILL BE CONSIDERED AS ACKNOWLEDGMENT ON THE PART OF THE BIDDER OF HIS VISITATION TO THE SITE.
6. OBTAIN ALL NECESSARY PERMITS AND CERTIFICATES, PRESENT SATISFACTORY PROOF OF FINAL INSPECTION AND APPROVAL BY AUTHORITIES HAVING JURISDICTION.

**SYMBOL LIST**

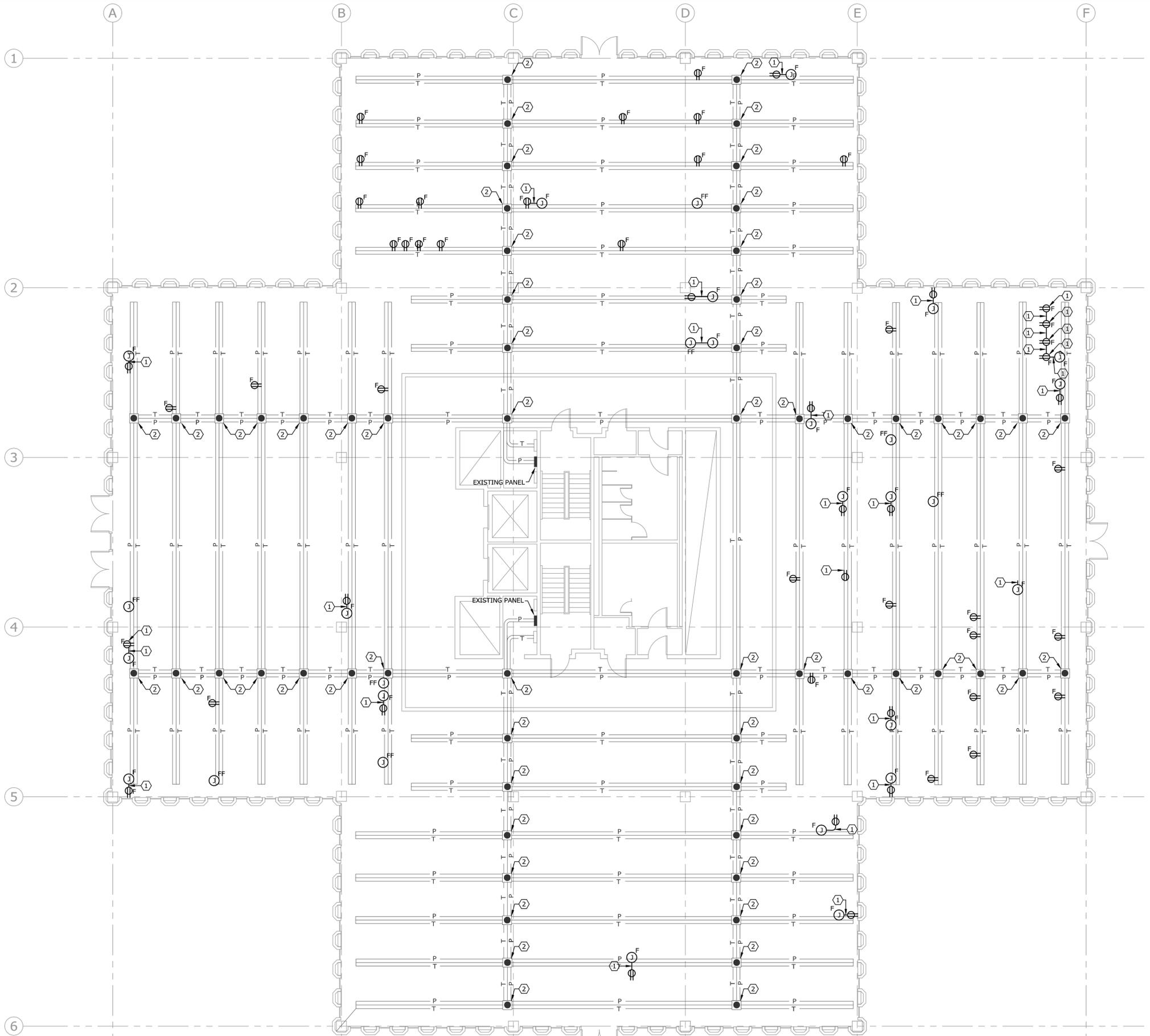
- ⊙<sub>F</sub> EXISTING UNDERFLOOR RACEWAY SERVICE FITTING, UNLESS OTHERWISE NOTED.
- ⊙<sub>FF</sub> EXISTING UNDERFLOOR RACEWAY SERVICE FITTING WITH FURNITURE FEED WHIP.
- ⊕ EXISTING DUPLEX RECEPTACLE, WALL MOUNTED.
- ⊕<sub>F</sub> EXISTING DUPLEX RECEPTACLE IN UNDERFLOOR RACEWAY SERVICE FITTING, UNLESS OTHERWISE NOTED.
- ⊙ EXISTING JUNCTION BOX
- EXISTING SURFACE MOUNTED PANELBOARD
- T—  
—P— EXISTING DIVIDED UNDERFLOOR RACEWAY. "P" INDICATES POWER, "T" INDICATES TELECOMMUNICATIONS.
- ⊕ EXISTING DIVIDED UNDERFLOOR RACEWAY ACCESS COVER.

**KEY NOTES**

- 1 SURFACE METAL RACEWAY. PROVIDE NEW GREEN INSULATED EQUIPMENT GROUNDING CONDUCTOR.
- 2 UNDERFLOOR RACEWAY ACCESS COVER. REMOVE EXISTING WIRENUTS, CUT EXISTING BARE WIRE ENDS OFF, STRIP INSULATION TO EXPOSE NEW COPPER AND PROVIDE NEW WIRENUTS FOR ALL SPLICES, PULL IN A GREEN INSULATED EQUIPMENT GROUNDING CONDUCTOR TO NEXT ACCESS COVER LOCATION.

**NOTES:**

1. PROVIDE A GREEN INSULATED EQUIPMENT GROUNDING CONDUCTOR IN ALL UNDERFLOOR RACEWAYS.
2. PROVIDE A GREEN INSULATED EQUIPMENT GROUNDING CONDUCTOR IN ALL SURFACE METAL RACEWAY EXTENSIONS OF THE UNDERFLOOR RACEWAY SYSTEM.
3. PROVIDE A GREEN INSULATED EQUIPMENT GROUNDING CONDUCTOR IN ALL EXPOSED RACEWAY EXTENSIONS OF THE UNDERFLOOR RACEWAY SYSTEM.
4. SIZE THE EQUIPMENT GROUNDING CONDUCTOR TO MATCH THE SIZE OF THE PHASE CONDUCTORS.



**1ST FLOOR ELECTRICAL PLAN**

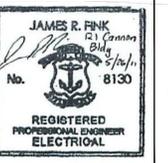
SCALE: 1/8"=1'-0"



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Gaskell Associates

**Gaskell Associates**  
A Division of Thielsch Engineering  
120 Maple Street, Suite 304  
Springfield, MA 01103  
1341 Elmwood Avenue  
Cranston, RI 02910



REVISIONS:

**UNDERFLOOR RACEWAY  
WATER DAMAGE  
REMEDATION**  
CANNON BUILDING  
3 CAPITOL HILL  
PROVIDENCE, RI 02908

**1ST FLOOR  
ELECTRICAL PLAN**  
PROJECT NO: 100105  
SCALE: AS NOTED  
DATE: 05/26/2011  
DWN. BY: GRH/ESO  
CKD. BY: JRF

SHEET 1 OF 4

**E1.1**

**GENERAL NOTES:**

1. LOCATIONS SHOWN FOR CONNECTIONS TO EQUIPMENT ARE DIAGRAMMATIC. INSTALL FOR EASE OF MAINTENANCE AND TO SUIT EQUIPMENT.
2. COLOR CODE ALL WIRING.
3. CONCEAL ALL WIRING UNLESS OTHERWISE NOTED.
4. PROVIDE ALL GROUNDING INCLUDING GREEN EQUIPMENT GROUND IN ALL RACEWAYS.
5. CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE EXISTING CONDITIONS. NO CLAIM FOR EXTRA COMPENSATION SHALL BE ENTERTAINED FOR WORK WHICH A PRELIMINARY EXAMINATION WOULD HAVE REVEALED. THE SUBMISSION OF A BID WILL BE CONSIDERED AS ACKNOWLEDGMENT ON THE PART OF THE BIDDER OF HIS VISITATION TO THE SITE.
6. OBTAIN ALL NECESSARY PERMITS AND CERTIFICATES, PRESENT SATISFACTORY PROOF OF FINAL INSPECTION AND APPROVAL BY AUTHORITIES HAVING JURISDICTION.

**SYMBOL LIST**

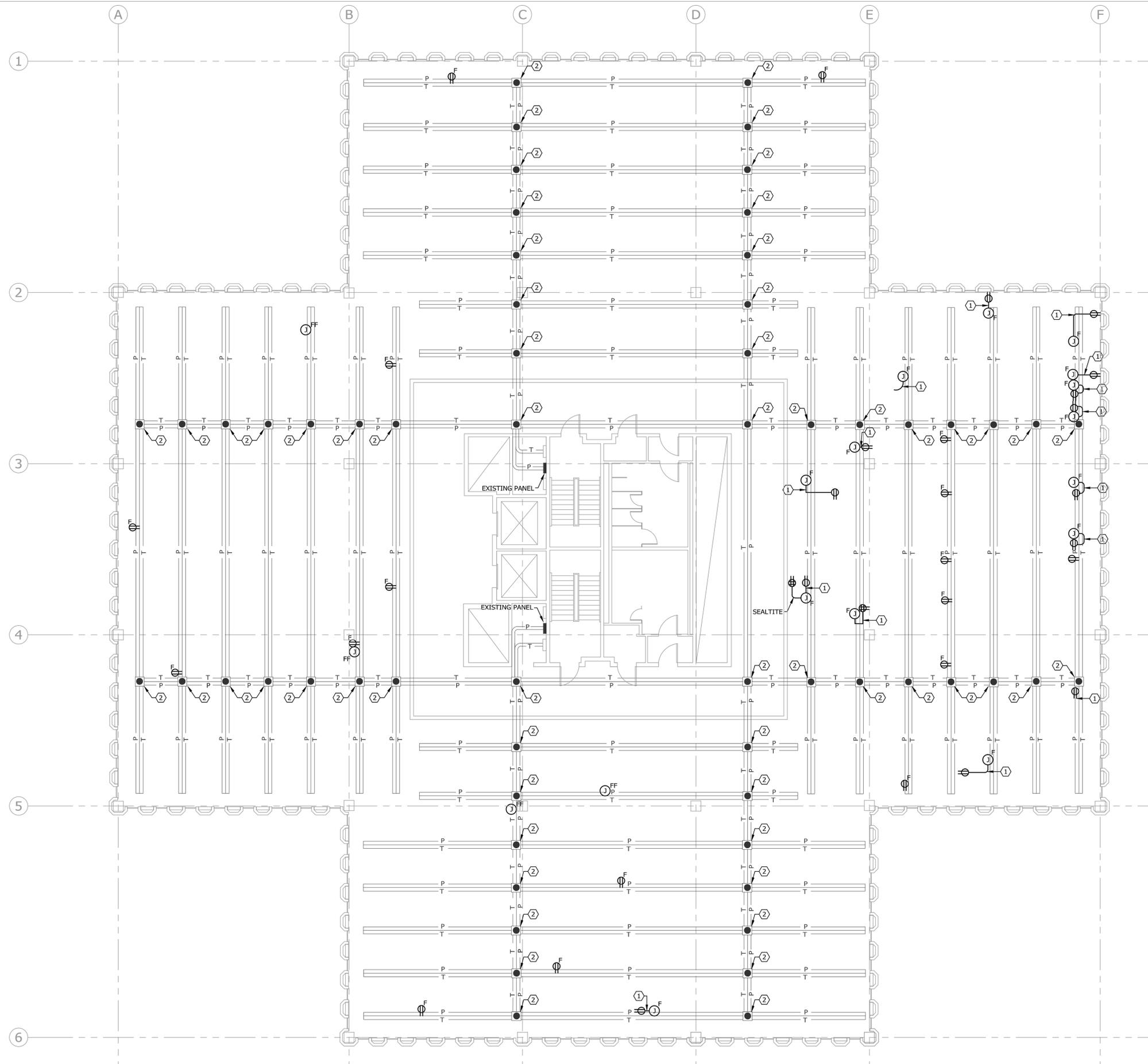
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- Ⓛ<sub>F</sub> EXISTING DUPLEX RECEPTACLE, WALL MOUNTED.
- Ⓛ<sub>F</sub> EXISTING DUPLEX RECEPTACLE IN UNDERFLOOR RACEWAY SERVICE FITTING, UNLESS OTHERWISE NOTED.
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- EXISTING SURFACE MOUNTED PANELBOARD
- T—  
—P— EXISTING DIVIDED UNDERFLOOR RACEWAY. "P" INDICATES POWER, "T" INDICATES TELECOMMUNICATIONS.
- Ⓛ EXISTING DIVIDED UNDERFLOOR RACEWAY ACCESS COVER.

**KEY NOTES**

- ① SURFACE METAL RACEWAY. PROVIDE NEW GREEN INSULATED EQUIPMENT GROUNDING CONDUCTOR.
- ② UNDERFLOOR RACEWAY ACCESS COVER. REMOVE EXISTING WIRENUTS, CUT EXISTING BARE WIRE ENDS OFF, STRIP INSULATION TO EXPOSE NEW COPPER AND PROVIDE NEW WIRENUTS FOR ALL SPLICES. PULL IN A GREEN INSULATED EQUIPMENT GROUNDING CONDUCTOR TO NEXT ACCESS COVER LOCATION.

**NOTES:**

1. PROVIDE A GREEN INSULATED EQUIPMENT GROUNDING CONDUCTOR IN ALL UNDERFLOOR RACEWAYS.
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4. SIZE THE EQUIPMENT GROUNDING CONDUCTOR TO MATCH THE SIZE OF THE PHASE CONDUCTORS.



**2ND FLOOR ELECTRICAL PLAN**

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

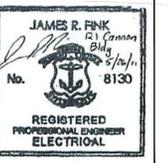


NORTH

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REVISIONS:

**UNDERFLOOR RACEWAY  
WATER DAMAGE  
REMEDATION**  
CANNON BUILDING  
3 CAPITOL HILL  
PROVIDENCE, RI 02908

**2ND FLOOR  
ELECTRICAL PLAN**  
PROJECT NO: 100105  
SCALE: AS NOTED  
DATE: 05/26/2011  
DWN. BY: GRH/ESO  
CKD. BY: JRF

SHEET 2 OF 4

**E1.2**

### GENERAL NOTES:

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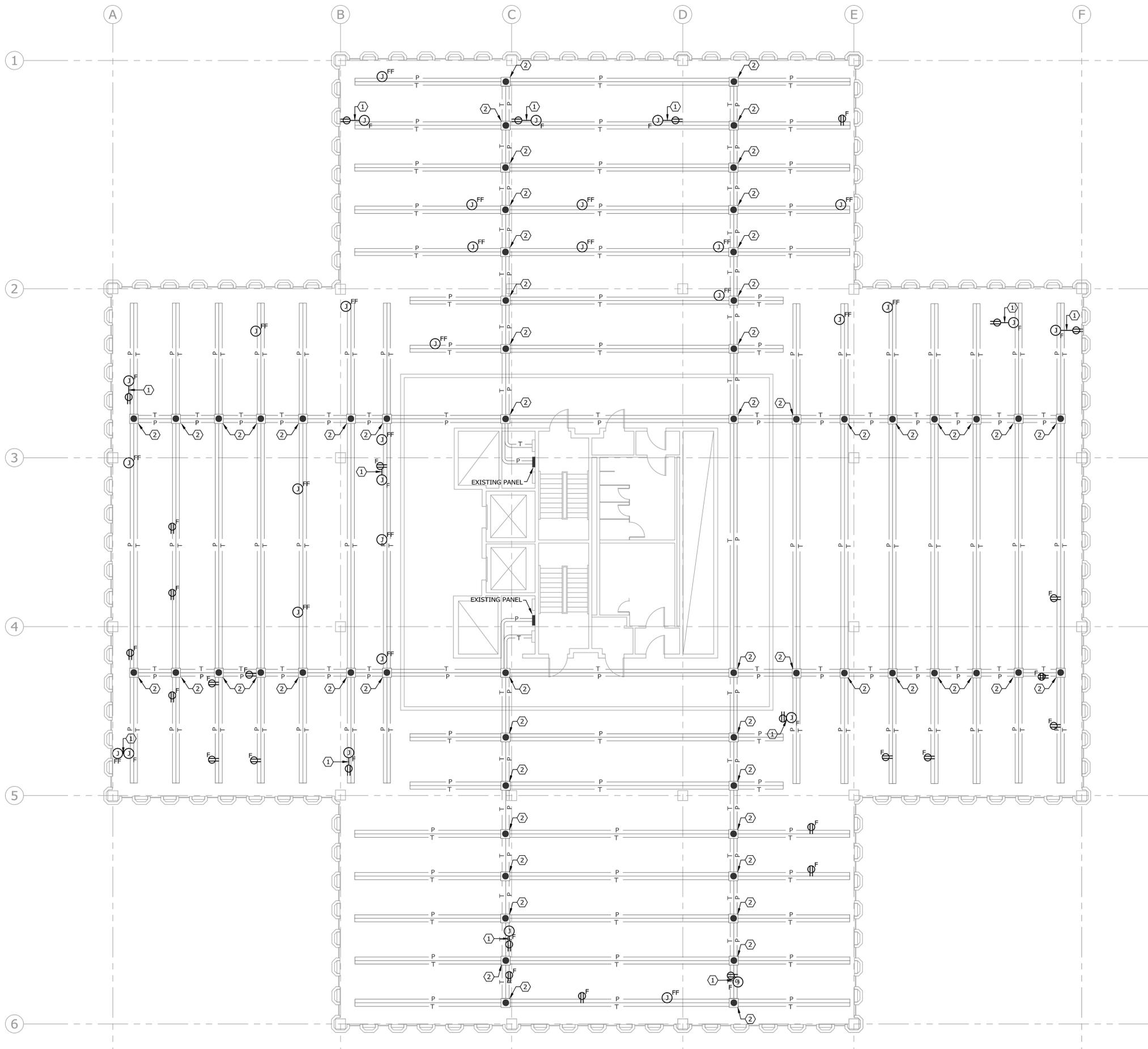
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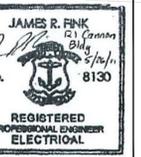


**3RD FLOOR ELECTRICAL PLAN**  
 SCALE: 1/8"=1'-0"  
 NORTH

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REVISIONS:

**UNDERFLOOR RACEWAY  
 WATER DAMAGE  
 REMEDIATION**

CANNON BUILDING  
 3 CAPITOL HILL  
 PROVIDENCE, RI 02908

**3RD FLOOR  
 ELECTRICAL PLAN**

PROJECT NO: 100105  
 SCALE: AS NOTED  
 DATE: 05/26/2011

SHEET 3 OF 4

**E1.3**

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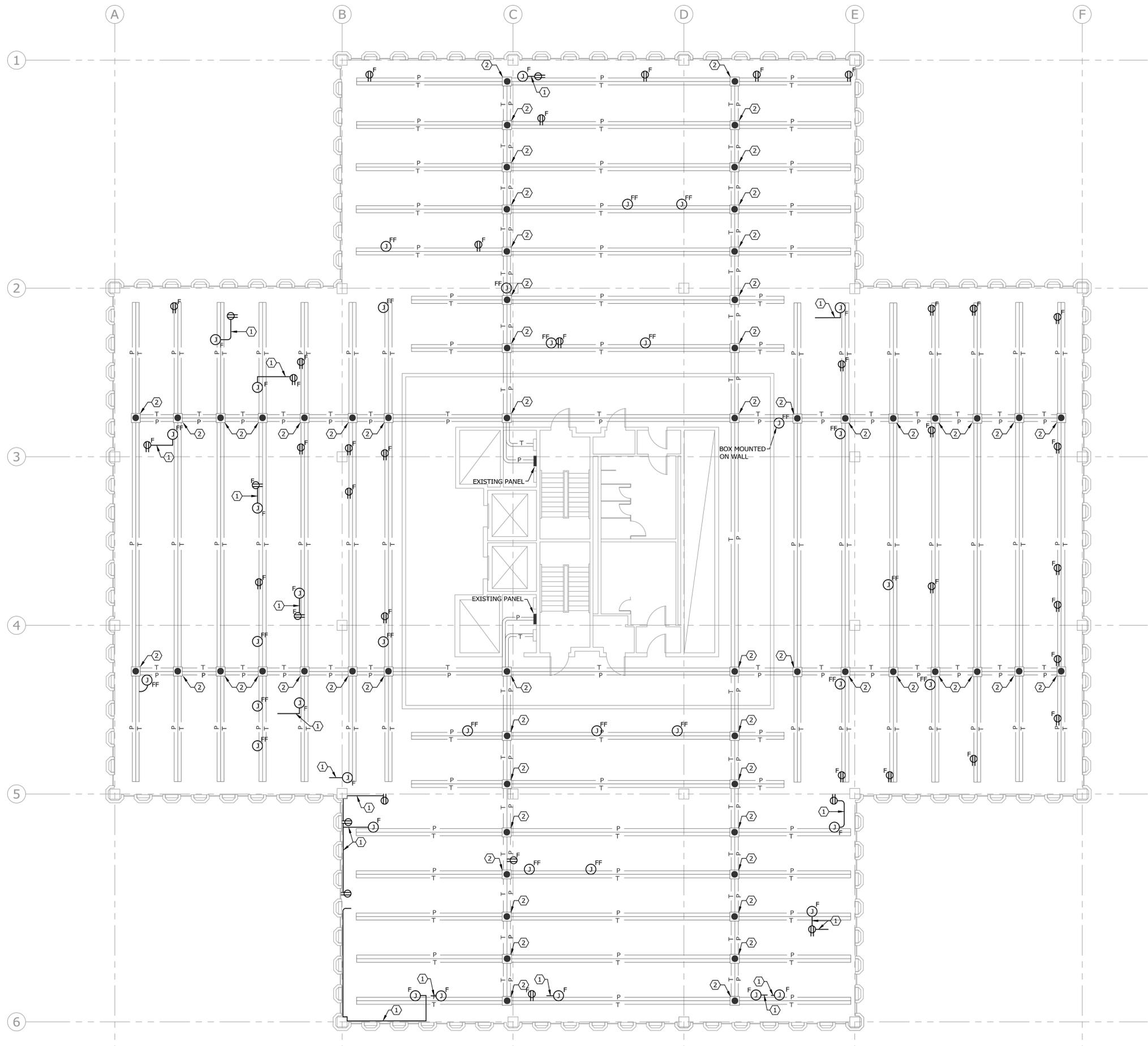
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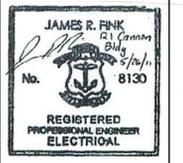


**4TH FLOOR ELECTRICAL PLAN**  
 SCALE: 1/8"=1'-0"  
 NORTH

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REVISIONS:

**UNDERFLOOR RACEWAY  
 WATER DAMAGE  
 REMEDIATION**  
 CANNON BUILDING  
 3 CAPITOL HILL  
 PROVIDENCE, RI 02908

**4TH FLOOR  
 ELECTRICAL PLAN**  
 PROJECT NO: 100105  
 SCALE: AS NOTED  
 DATE: 05/26/2011  
 DWN. BY: GRH/ESO  
 CKD. BY: JRF

SHEET 4 OF 4

**E1.4**

**PROJECT MANUAL  
Including Specifications  
for Construction of**

**Underfloor Raceway  
Water Damage Remediation  
Cannon Building  
3 Capitol Hill  
Providence, Rhode Island**

**For  
State of Rhode Island  
Department of Administration  
Division of Facilities Management  
One Capitol Hill  
Providence, Rhode Island 02908**

**Date of Release:  
May 2011**

Cannon Building  
Providence, Rhode Island

Underfloor Raceway Water Damage Remediation  
May, 2011

SECTION 00002 - PROJECT DIRECTORY

OWNER: State of Rhode Island and Providence Plantations  
Department of Administration  
Division of Facilities Management  
One Capitol Hill  
Providence, Rhode Island 02908

DIRECTOR: Richard Licht

DEPUTY CHIEF: Arthur Jochmann

ENGINEER: Gaskell Associates. A Division of Thielsch Engineering

SECTION 00005 - TABLE OF CONTENTS

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS:

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00002	Project Directory
00005	Table of Contents
00020	Invitation to Bid/Notice to Contractors
00100	Information for Bidders
00310	Bid Proposal Form
00500	Contract Agreement
00610	Bid Bond
00620	Performance Bond
00630	Payment Bond
00700	AIA Document A201, <i>General Conditions of the Contract for Construction</i>
00800	Supplementary Conditions
00830	Equal Employment Opportunity Program/Minority Employment and EEO Compliance
00840	Prevailing wage rates and Davis Bacon Wage Determination Reference Materials Available at <a href="http://www.purchasing.ri.gov">www.purchasing.ri.gov</a> ( <a href="http://www.purchasing.ri.gov/RI_VIP/Info.asp">http://www.purchasing.ri.gov/RI_VIP/Info.asp</a> )

DIVISION 01 - GENERAL REQUIREMENTS:

01010	Summary of Work
01200	Project Meetings
01300	Submittals
01500	Construction Facilities & Temporary Controls
01700	Contract Closeout

DIVISION 16 - ELECTRICAL:

16010	General
16060	Grounding and Bonding
16120	Conductors and Cables

SECTION 00100 - INFORMATION FOR BIDDERS

1. PREPARATION AND SUBMISSION OF BID PROPOSAL

**A. The State of Rhode Island and Providence Plantations ("The State") invites General Bids on Cannon Building Underfloor Raceway Water Damage Remediation, Providence, Rhode Island.**

B. Submit bids on the forms provided. All blank spaces must be filled in, in ink or typewritten, in words and figures, and with the total of the bid proposal. Unauthorized conditions, limitations, or provisions attached to the bid will be cause for rejection of the bid. All bidders MUST register online at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). A RIVIP-generated Bidder Certification Cover Form MUST accompany each bid. Should you need assistance in registering or downloading a bid, call (401)222-2142, ext. 134. Failure to comply will result in disqualification.

C. Bids shall be submitted in sealed envelopes bearing on the outside the name and address of the bidder and the name of the project for which the bid is submitted, the bid number, and date and time of opening.

D. The sealed envelope containing the bid, shall be addressed to the State of Rhode Island, Office of Purchases, 1 Capitol Hill, Providence, RI, 02908-5855 and designated as bid for **Cannon Building Underfloor Raceway Water Damage Remediation, Providence, Rhode Island** (If sent by mail, the sealed envelope containing the bid, and marked as directed above, must be enclosed in another envelope addressed to the Office of Purchases, 1 Capitol Hill, Providence, RI, 02908-5855 and sent by registered mail). **SUBMIT ONLY THE ORIGINAL SIGNED COPIES OF THE BID.** NOTE: BIDS sent by registered mail, courier service, or hand-delivered **must** show the bid number, date and time of opening on envelopes and outside wrappings.

E. The State shall consider informal any bid not prepared and submitted in accordance with these provisions and shall waive any informality in or reject any and all bids. A bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement. A bid received after the time and date specified shall not be considered. No bidder shall withdraw a bid within 90 days after the actual date of the opening.

F. All defined terms herein are as set forth in the Supplementary Conditions, Article 1.1 Basic Definitions.

2. RECEIPT OF BIDS

A. Bids shall be received by the State at the Office of Purchases, 1 Capitol Hill, Providence, RI, 02908-5855, at the time and date specified in the "INVITATION TO BID, NOTICE TO

**CONTRACTORS "**

B. The following documents must accompany all bids on the forms specified:

1. **BID PROPOSAL**
2. **BID BOND**

3. ADDENDA AND INTERPRETATIONS

A. Interpretations of the drawings, specifications, or other contract documents shall not be made orally. Requests for such interpretations shall be in writing addressed to the Department of Administration, Division of Facilities Management, One Capitol Hill, Providence, RI, 02908, and to be given consideration shall be received at least 12 WORKING DAYS prior to the date of the bid opening.

B. Interpretations and any supplemental instructions shall be in the form of written addenda to the specifications which will be mailed by the Office of Purchases to all prospective bidders not later than 5 working days prior to the date of the bid opening. All addenda issued shall become part of the contract documents.

4. BIDDERS TO ACKNOWLEDGE ADDENDA

Bidders shall acknowledge receipt of addenda to the contract documents on the Bid Proposal Form. Failure to acknowledge addenda may cause the bid to be rejected.

5. ALTERNATES

There are no alternates for this contract.

6. QUALIFICATIONS OF PRIME BIDDERS

A. The State of Rhode Island (Department of Administration) shall make such investigations as is deemed necessary to determine the ability of the bidder to perform the work in accordance with R.I.G.L. Title 5, Chapter 65.

B. A bidder shall be required on the Bid Proposal Form to furnish evidence satisfactory to the State that the bidder and the proposed subcontractors have sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner.

C. **POWER OF ATTORNEY:** Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

D. The successful bidder, upon failure or refusal to execute and deliver the documentation

required by the State within the time allotted by the State after receipt of the Notice of Tentative Award, shall forfeit to the State, as liquidated damages for such refusal, the surety deposited with the bid. The State will then proceed to terminate the Notice of Tentative Award.

**7. SUBSTITUTIONS:**

A. 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.

B. No Substitution will be considered prior to receipt of Bids unless written request for Approval has been received by the Architect at least 10 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.

C. 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.

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

**8. BID SURETY AND BOND:**

A. Bids shall be accompanied by a certified check or Bid Bond in an amount equal to five percent (5%) of the bid proposal. Checks or bonds shall be returned to those Bidders not considered for award within seven (7) days. Others will be returned at the time of award of the Contract. The successful Bidder's Surety will be returned upon execution of the Contract. Bids may be held for a period of 90 days after the bid opening. All checks and Bid Bonds shall be returned, if no contract is executed.

B. POWER OF ATTORNEY: Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

C. RETENTION OF BID SURETY: The State reserves the right to retain the surety of all bidders until the successful bidder enters into the Contract or until such time as the award or cancellation of the Contract is announced at which point Sureties will be returned to all bidders by the State of Rhode Island, Office of Purchases.

D. Prior to signing the Contract, the State should require the successful bidder to secure and post a Labor and Materials Payment Bond and a Performance Bond, each in the amount of 100% of the Contract Sum, and each on the form provided in the Project Manual. Such bonds shall be issued by Surety acceptable to the State and licensed to conduct business in the State of Rhode Island.

E. The successful bidder, upon failure or refusal to execute and deliver the documentation required by the State within the time allotted by the State after receipt of the Notice of Tentative Award, shall forfeit to the State, as liquidated damages for such failure or refusal, the surety deposited with the bid. The State will then proceed to terminate the Notice of Tentative Award.

#### 9. EXAMINATION OF DOCUMENTS AND SITE OF WORK

A. Before submitting a bid, each bidder shall examine the Drawings carefully, shall read the Specifications and all other proposed Contract Documents, and shall visit the site of the Work. Each bidder shall be fully informed prior to bidding as to existing conditions and limitations under which the Work is to be performed, and shall include in the bid a sum to cover the cost of items necessary to perform the Work as set forth in the proposed Contract Documents. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

B. It is intended that all figures and dimensions on the drawings shall agree, but the Contractor shall confirm the same before commencing the work and shall report all discrepancies to the State for adjustment. Failure to confirm the figures and dimensions before commencing the work, shall render the Contractor completely responsible for rectifying the work so affected to the complete satisfaction of the State. Cost of such work shall be at the Contractor's expense.

C. Work shown on the plans for which there are no particular specifications, or omissions from the plans and specification of items which are obviously needed to properly perform the work, shall not relieve the Contractor or subcontractor involved from furnishing and installing same. The Contractor shall carefully review the plans for miscellaneous items not mentioned. All such work shall be performed with materials and workmanship satisfactory to the State, at no additional expense.

#### 10. STATE PROCEDURES AND REQUIREMENTS FOR EXECUTION OF CONTRACT

Upon receipt of a "Tentative Notice of Award" from the State of Rhode Island, Office of Purchases, the successful bidder must contact the Office of Purchases and commence to provide the following information to the State of Rhode Island, Office of Purchases within a period of 15 days:

1. Certification from the Office of Equal Employment Opportunity (EEO)

2. Materials and Labor Bond
3. Performance Bond
4. Certificates of Insurance
5. Power of Attorney
6. Any other contractual documents required by the State.

Upon completion of items 1 through 6 above, the successful bidder shall then be notified by the State of Rhode Island, Office of Purchases regarding execution of the contract for the project.

Work on the project must begin within 10 days after issuance of a Purchase Order by the State of Rhode Island, Division of Purchases.

#### 11. NOTICE OF SPECIAL REQUIREMENTS

A. Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

1. **Non-Collusive Affidavit**
2. **Insurance Requirements**
3. **Wage Rates (Schedule of Occupation Classification and Minimum Hourly State Certifications**
4. **State Certifications**
  - A. Bidder's Certification - Rhode Island Plan
  - B. Certification of Non-Segregated Facilities
5. **R.I. Affirmative Action Plan**
6. **Federal Procurement Regulations**
7. **Minority Employment and EEO Compliance**
8. **Occupational Safety and Health Act (OSHA) of April 28, 1971 with latest**
9. **Copeland Anti-Kick Back Law**
10. **Clean Air Act of 1970**

B. The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the State with particular regard to these special requirements.

#### 12. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable state and municipal laws, orders, rules, and regulations of all authorities having jurisdiction over construction work or otherwise in the locality of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full. However, where the drawings or specifications call for a more costly method of doing the work than is required by

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local law, the work is to be done as shown on the drawings or described in the specifications.

13. METHOD OF AWARD

The contract shall be awarded on the basis of the lowest base bid price or the lowest combination of base bid and selected alternates that produces an amount within the limits of funds available. If at the time the contract is to be awarded the lowest formal base bid submitted by a responsible bidder exceeds the funds available for the contract, the State reserves the right to reject all bids.

14. TIME OF COMPLETION

A The Contract Agreement will include a stipulation that the Work be completed within a period of 120 days following receipt of the Notice to Proceed.

\*\*\*\*\*END OF INFORMATION TO BIDDERS\*\*\*\*\*

SECTION 00310 - BID PROPOSAL

BID PROPOSAL - GENERAL BIDS

TO THE CHIEF PURCHASING OFFICER OF THE STATE OF RHODE ISLAND, acting in the name and on behalf of the Department of Administration, Division of Facilities Management.

The undersigned proposes to furnish all labor and materials required for Cannon Building Underfloor Raceway Water Damage Remediation, Providence, Rhode Island in accordance with the accompanying Contract Documents, plans and specifications prepared by the Department of Administration, Division of Facilities Management for the Bid Price specified below, subject to additions and deductions according to the terms of the contract documents.

A. ADDENDA

This bid includes Addenda numbered: \_\_\_\_\_ and dated: \_\_\_\_\_

This bid includes Addenda numbered: \_\_\_\_\_ and dated: \_\_\_\_\_

B. BASE BID

Total proposed Base Bid Price and including the Owner controlled contingency is:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )  
 (Price in Words) (Numbers)

BASE BID BREAKDOWN:

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	In dollars and cents AMOUNT BID
1	General Contract Requirements	Lump Sum	NA	NA	_____
2					_____
3					_____
4					_____
5					_____
6					_____
7					_____
8					_____
9					_____
10					_____
11					_____
12					_____
13	Owner Controlled Contingency	Lump Sum	NA	NA \$5,000.00	_____

**Total of Base Bid Breakdown** \$ \_\_\_\_\_  
 NOTE: The sum of the price of all 13 Base Bid Items should equal the Total Proposed Base Bid Price.

In case of a conflict the Total Proposed Base Bid Price shall govern.

C. ALTERNATIVES:

There are no alternatives

D. GENERAL CONTRACTOR AND SUBCONTRACTOR BASE BID PRICE BREAKDOWN

The PROPOSED BASE BID PRICE IS SUBDIVIDED AS FOLLOWS:

ITEM 1. The work of the General Contractor, being all work performed by the General Contractor's own work force:

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Price in words) (Numbers)

ITEM 2. The work of the General Contractor, being all work performed by a subcontractor not part of the General Contractor's own work force covered by ITEM 1 above:

SUB-TRADE	NAME	OF SUBCONTRACTOR	AMOUNT
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

TOTAL OF ITEM NO. 2: \_\_\_\_\_ \$ \_\_\_\_\_  
(Price in Words) (Price in Numbers)

E. QUALIFICATIONS OF SUBCONTRACTORS

The undersigned agrees that each of the above-named will be used for the work indicated at the amounts stated, unless a substitution is made with prior written approval of the Owner.

The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by the subcontractors as required herein and that all of the cost of all such premiums is included in the amount set forth in item 1 of this bid.

F. LEGAL ORGANIZATION

The undersigned is a (an) \_\_\_\_\_ (Individual- Partnership-Corporation-Joint Venture). Attach copies of articles of incorporation or partnership agreement, and Rhode Island Secretary of State's Certificate of Good Standing.

G. QUALIFICATIONS TO PERFORM WORK

The undersigned offers the following information as evidence of its organizational qualifications to perform the work as bid upon according to all requirements of the plans and the specifications.

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1. The undersigned has been in business as a General Contractor under present business name for \_\_\_ years.
  
2. List at least two and no more than five recent projects on which the undersigned served as the General Contractor for work of similar character as required for the above named project, along with the date of the project, the name of the Architect/Engineer, and the contract price

PROJECT NAME	DATE	ARCHITECT/ENGINEER	CONTRACT PRICE
1. _____	_____	_____	\$ _____
2. _____	_____	_____	\$ _____
3. _____	_____	_____	\$ _____
4. _____	_____	_____	\$ _____
5. _____	_____	_____	\$ _____

- 3 List all construction contracts between the undersigned and the State of Rhode Island in the past five (5) years:

PROJECT NAME	DATE	STATE AGENCY	STATE CONTACT PERSON	CONTRACT PRICE
1.				\$
2.				\$
3.				\$
4.				\$
5.				\$
6.				\$
7.				\$
8.				\$
9.				\$
10				\$

H. VIOLATION OF RI/DEM LAWS AND REGULATIONS

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The undersigned is / is not (Please circle one) currently cited as being in violation of any law or regulation administered by the Department of Environmental Management.  
If Yes please explain \_\_\_\_\_

**I. REQUIREMENT FOR LICENSE NUMBER**

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

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

**The undersigned acknowledges by signature below that the undersigned has read and understands the information to Bidders, the terms of which are hereby incorporated into this Proposal.**

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

BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature Title

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_

FEIN NO.: \_\_\_\_\_

\*\*\*\*\*END OF PROPOSAL\*\*\*\*\*

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**SECTION 00500 - CONTRACT AGREEMENT**

**THIS AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2011, and executed in the City of Providence in the State of Rhode Island;

**BETWEEN** the OWNER: The State of Rhode Island and Providence Plantations, by and through the Department of Administration, Office of Purchases, hereinafter called OWNER.

and the CONTRACTOR:  
(Name and Address)

The PROJECT is: Cannon Building Underfloor Raceway Water Damage Remediation, Providence, Rhode Island.

The ARCHITECT/ENGINEER is:

Gaskell Associates, A Division of Thielsch Engineering  
1341 Elmwood Avenue  
Cranston, RI 02910

OWNER and CONTRACTOR, in consideration of the contract sum and the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. WORK.**

1.1. The CONTRACTOR agrees to furnish all equipment, machinery, tools, and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvement; and to perform all work required for Department of Environmental Management, Division of Planning and Development Project No. 4-11, Named Cannon Building Underfloor Raceway Water Damage Remediation, Providence, Rhode Island in strict conformity with the provisions of this contract agreement.

**ARTICLE 2. CONTRACT DOCUMENTS.**

2.1. 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,

Invitation To Bid (Notice to Contractors), Bid Proposal, Information For Bidders, Performance and Payment Bonds, other documents listed in this Agreement and all Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or incorporated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

#### ARTICLE 3. CONTRACT TIME.

3.1. The CONTRACTOR shall be prepared to begin the Work to be performed under this contract as set forth in the proposal within ten (10) days after execution of the Purchase Order Voucher or the Notice To Proceed. The Work shall be prosecuted from as many different points, in such part or parts and at such time as necessary and shall be conducted in such a manner and with such materials, equipment, and labor as are necessary to insure completion within the time set forth below. Should the prosecution of the Work for any reason be discontinued, the CONTRACTOR shall notify the OWNER at least twenty-four (24) hours before again resuming operations.

3.2. The Work will be substantially completed within one hundred and twenty (120) days from the date when the Contract Time commences to run as provided in the General Conditions, and completed and ready for final payment in accordance with the General Conditions within thirty (30) days from the date of Substantial Completion.

#### ARTICLE 4. CONTRACT SUM

4.1. The OWNER shall pay the CONTRACTOR in current funds for the CONTRACTOR's performance of the Contract the Contract Sum of Dollars (\$ \_\_\_\_\_), 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 hereby accepted by the OWNER.  
Alternate(s). \_\_\_\_\_

#### ARTICLE 5. PAYMENT PROCEDURES.

5.1. CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed

by the ARCHITECT/ENGINEER as provided in the General and Supplementary Conditions.

**5.2. Progress Payments.** OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's monthly Applications for Payment as certified by the ARCHITECT/ENGINEER. All progress payments shall be on the basis of the progress of the Work measured by the schedule of values established in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

**5.3. Final Payment.** Upon final completion and acceptance of the Work in accordance with the General Conditions, OWNER shall pay the remainder of the Contract Price as certified by the ARCHITECT/ENGINEER as provided in said General Conditions.

#### ARTICLE 6. SURETY.

6.1. As security for the full and faithful performance of this contract and all the incidents thereto, the CONTRACTOR has made and furnished a contract bond with \_\_\_\_\_ as surety. Said Performance and Payment Bonds shall be equal to one hundred percent (100%) of the Contract Sum, with a Surety company registered and licensed in the State of Rhode Island.

6.2. An original, executed copy of the surety instruments shall be submitted to the OWNER.

#### ARTICLE 7. MISCELLANEOUS PROVISIONS.

7.1. Terms used in this Agreement are defined in the General Conditions and Supplementary Conditions and shall have the meanings as set forth in the General Conditions and Supplementary Conditions.

7.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the prior written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without prior written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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7.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

**ARTICLE 8. TERMINATION OR SUSPENSION.**

The Contract may be terminated by the OWNER or the CONTRACTOR as provided in the General Conditions. The Work may be suspended by the OWNER as provided in the General Conditions.

IN WITNESS WHEREOF, the parties of the presents have hereunto set their names this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2011.

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
DEPARTMENT OF ADMINISTRATION  
OFFICE OF PURCHASES**

In the presence of:

By: \_\_\_\_\_  
State Purchasing Agent

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

Title \_\_\_\_\_

Approved:  
Department of Administration

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

Cannon Building  
Providence, Rhode Island

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SECTION 00610 - BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ as Principal  
and \_\_\_\_\_ as Surety,  
are held and firmly bound unto the State of Rhode Island, as Obligee, in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_),  
well and truly to paid, and for the payment of which we and each of us hereby bind ourself, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents

Whereas, the Principal has submitted a Cannon Building Underfloor Raceway Water Damage Remediation, Providence, Rhode Island

NOW, THEREFORE, if the State of Rhode of Island shall accept the bid of the Principal and the Principal shall enter into a Contract with the State of Rhode Island 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 State of Rhode Island the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the State of Rhode Island 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

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this instrument at Providence, Rhode Island, this \_\_\_\_ day of \_\_\_\_\_ 2011.

WITNESS: \_\_\_\_\_  
(Principal)

By: \_\_\_\_\_  
Name & Title  
(Affix Corporate Seal)

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

By: \_\_\_\_\_  
Attorney-in-fact  
(Affix Corporate Seal Here)

FEIN No. \_\_\_\_\_  
(Attach Power of Attorney to this Bond)

Cannon Building  
Providence, Rhode Island

Underfloor Raceway Water Damage Remediation  
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SECTION 00620 - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety,  
are held and firmly bound unto the State of Rhode Island, as Oblige, in the sum of \_\_\_\_\_  
dollars (\$ \_\_\_\_\_  
) , well and truly to paid, and for the payment of which we and each of us hereby bind  
ourself, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents

THIS OBLIGATION IS UPON THE CONDITION that if the person or persons  
designated in the contract annexed hereto as the Contractor, shall faithfully furnish and  
perform everything required to be furnished and performed by them under the  
provisions of said Contract then this obligation shall be void; otherwise, it shall remain in  
full force and effect

In the event that the said contract is abandoned by the Contractor, or the work of  
the Contractor is discontinued by the State of Rhode Island under the provisions of  
ARTICLE 13 of the GENERAL CONDITIONS, said surety hereby further agrees that it  
shall, if requested in writing by the State of Rhode Island Office of Purchases, take such  
action as is necessary to complete said contract.

FOR VALUE RECEIVED, said surety company hereby stipulates and agrees that  
no change, extension of time, alteration or addition to the terms of said contract or to the  
work to be performed thereunder or the Contract Documents accompanying the same  
shall in any wise affect its obligation on this bond, and does hereby waive notice of any  
such change, extension of time, alteration or addition to the terms of said contract or to  
the work or to the specifications.

Said surety hereby certifies and affirms under the penalties of perjury that said  
surety is licenced by the State of Rhode Island Department of Business Regulations,  
Insurance Division under the Rhode Island General Laws Title 27 Chapter 2.

Cannon Building  
Providence, Rhode Island

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May, 2011

Any legal action commenced by Principal or Surety must be commenced within two (2) years from the date of final payment.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this instrument at Providence, Rhode Island, this \_\_\_\_ day of \_\_\_\_\_ 2011.

WITNESS: \_\_\_\_\_  
(Principal)

By: \_\_\_\_\_  
Name & Title  
(Affix Corporate Seal)

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

By: \_\_\_\_\_  
Attorney-in-fact  
(Affix Corporate Seal Here)

FEIN No. \_\_\_\_\_  
(Attach Power of Attorney to this Bond)

SECTION 00630 - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ as Principal,

and \_\_\_\_\_ as Surety,  
are held and firmly bound unto the State of Rhode Island, as Obligee, in the sum of

\_\_\_\_\_ dollars  
(\$ \_\_\_\_\_), well and truly to paid, and for the payment of which we and  
each of us hereby bind ourself, our heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents

**THIS OBLIGATION IS UPON THE CONDITION** that if the person or persons designated in the contract annexed hereto as the Contractor, and all subcontractors under said contract, shall promptly pay for all labor performed or furnished and materials used or employed in the work, all as and to the extent specified in the Rhode Island General Laws, as amended, and any authorized extension or modification to the said contract, including lumber so employed which is not incorporated in such work and is not wholly or necessarily consumed or made so worthless as to lose its identity, but only to the extent of its purchase price less its fair salvage value, and including also any material specially fabricated at the order of the Contractor or subcontractor for use as a component part of the work under said contract so as to be unsuitable for use elsewhere, even though such material has not been delivered and incorporated into such work, but only to the extent that its purchase price less its fair salvage value and only to the extent that such specially fabricated material is in conformity with the Contract Documents or any changes therein which are consigned to the Contractor or to a subcontractor who has a direct contractual relationship with the Contractor; and shall pay all sums due for the rental and hire of vehicles, steam shovels, rollers propelled by steam or other power, concrete mixers, tools and other appliances and equipment employed in such work; and shall pay the transportation charges directly related to such rental or hire and shall pay all sums due trustees or other persons authorized to collect such payments from the Contractor or subcontractor, based upon the labor performed or furnished as aforesaid for a maximum of one hundred and twenty consecutive calendar days, for health and welfare plans and other fringe benefits which are payable in cash and provided for in collective bargaining agreements between organized labor and the Contractor or subcontractors, this obligation shall be null and void; otherwise it shall remain in full force and effect

Said surety hereby further agrees that no final settlement between the Obligee and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

FOR VALUE RECEIVED, said surety company hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or to the work to

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Providence, Rhode Island

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be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms on the contract or to the work or to the SPECIFICATIONS.

Any legal action commenced by Principal or Surety must be commenced within two (2) years from the date of final payment.

Said surety hereby certifies and affirms under the penalties or perjury that said surety is licensed by the State of Rhode Island, Department of Business Regulation Rhode Island General Laws Title 27 Chapter 2.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this instrument at Providence, Rhode Island, this \_\_\_\_ day of \_\_\_\_\_ 2011

WITNESS: \_\_\_\_\_  
(Principal)

By: \_\_\_\_\_  
Name & Title  
(Affix Corporate Seal)

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

By: \_\_\_\_\_  
Attorney-in-fact  
(Affix Corporate Seal Here)

FEIN No \_\_\_\_\_  
(Attach Power of Attorney to this Bond)

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

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

Underfloor Raceway Water Damage Remediation  
Cannon Building  
3 Capitol Hill  
Providence, RI

### THE OWNER:

*(Name, legal status and address)*

State of Rhode Island and Providence Plantations

### THE ARCHITECT:

*(Name, legal status and address)*

Gaskell Associates, a Division of Ihielsch Engineering  
1341 Elmwood Avenue  
Cranson, RI 02910

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### 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.

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

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

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

#### **§ 1.1.2 THE CONTRACT**

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

#### **§ 1.1.3 THE WORK**

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

#### **§ 1.1.4 THE PROJECT**

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

#### **§ 1.1.5 THE DRAWINGS**

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

#### **§ 1.1.6 THE SPECIFICATIONS**

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

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

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

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

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

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

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

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

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

#### § 1.3 CAPITALIZATION

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

#### § 1.4 INTERPRETATION

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

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

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

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

#### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

### ARTICLE 2 OWNER

#### § 2.1 GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

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

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

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

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

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

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

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

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

**§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

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

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

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

**§ 3.4 LABOR AND MATERIALS**

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

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§ 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 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.

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**§ 3.8 ALLOWANCES**

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

**§ 3.9 SUPERINTENDENT**

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

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

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

**§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

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

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

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

**§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE**

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

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

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

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

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

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

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

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

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

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

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

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and

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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 manufacturer is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect

**§ 3.18 INDEMNIFICATION**

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

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

#### ARTICLE 4 ARCHITECT

##### § 4.1 GENERAL

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

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

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

##### § 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

##### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

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

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

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**§ 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

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Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

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

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

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

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

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

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

##### **§ 6.2 MUTUAL RESPONSIBILITY**

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable

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

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

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

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

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

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## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

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

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

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

### § 7.2 CHANGE ORDERS

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

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

### § 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

- 1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- 2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- 3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- 4 As provided in Section 7.3.7

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

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount

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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, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

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

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

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

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

#### § 7.4 MINOR CHANGES IN THE WORK

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

### ARTICLE 8 TIME

#### § 8.1 DEFINITIONS

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

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

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

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

#### § 8.2 PROGRESS AND COMPLETION

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

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

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

#### § 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

### ARTICLE 9 PAYMENTS AND COMPLETION

#### § 9.1 CONTRACT SUM

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

#### § 9.2 SCHEDULE OF VALUES

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

#### § 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or

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encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### § 9.4 CERTIFICATES FOR PAYMENT

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

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

#### § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

- 1 defective Work not remedied;
- 2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- 3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- 4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- 5 damage to the Owner or a separate contractor;
- 6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- 7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

#### § 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

#### § 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

#### § 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

#### § 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

#### § 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

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

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

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

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

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

#### ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

##### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

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

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

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

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

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

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.1.8.

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

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

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

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

**§ 10.3 HAZARDOUS MATERIALS**

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

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

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

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

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

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

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#### § 10.4 EMERGENCIES

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

#### ARTICLE 11 INSURANCE AND BONDS

##### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

- 1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- 2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- 3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- 4 Claims for damages insured by usual personal injury liability coverage;
- 5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- 7 Claims for bodily injury or property damage arising out of completed operations; and
- 8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3 18

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

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11 1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9 10 2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11 1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

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

##### § 11.2 OWNER'S LIABILITY INSURANCE

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

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**§ 11.3 PROPERTY INSURANCE**

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

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

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

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

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

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

**§ 11.3.2 BOILER AND MACHINERY INSURANCE**

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

**§ 11.3.3 LOSS OF USE INSURANCE**

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

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

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

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property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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

#### § 11.3.7 WAIVERS OF SUBROGATION

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

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

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

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

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

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## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 UNCOVERING OF WORK

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

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

### § 12.2 CORRECTION OF WORK

#### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

#### § 12.2.2 AFTER SUBSTANTIAL COMPLETION

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

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

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

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

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

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

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**§ 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

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such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense

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

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

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

#### § 13.6 INTEREST

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

#### § 13.7 TIME LIMITS ON CLAIMS

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

### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

#### § 14.1 TERMINATION BY THE CONTRACTOR

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

- 1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- 2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- 3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- 4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

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

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

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

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**ARTICLE 15 CLAIMS AND DISPUTES**

**§ 15.1 CLAIMS**

**§ 15.1.1 DEFINITION**

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

**§ 15.1.2 NOTICE OF CLAIMS**

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

**§ 15.1.3 CONTINUING CONTRACT PERFORMANCE**

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

**§ 15.1.4 CLAIMS FOR ADDITIONAL COST**

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

**§ 15.1.5 CLAIMS FOR ADDITIONAL TIME**

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

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

**§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES**

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

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

**§ 15.2 INITIAL DECISION**

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

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

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

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

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

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

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

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

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

### § 15.3 MEDIATION

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

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

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

**§ 15.4 ARBITRATION**

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

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

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

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

**§ 15.4.4 CONSOLIDATION OR JOINDER**

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

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

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SECTION 00800 - SUPPLEMENTARY CONDITIONS

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201, 2007 edition. 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

1.1 BASIC DEFINITIONS

ADD 1.1.9 ADDITIONAL DEFINITIONS.

<b>CHIEF:</b>	Shall be the Chief of the Department of Administration Division of Facilities Management who is responsible for the <u>administration</u> of the contract through the Division of Facilities Management
<b>PROJECT MANAGER:</b>	Person or persons within the Division of Facilities Management assigned by the Chief to oversee, coordinate and expedite the construction project.
<b>OWNER'S ON-SITE REPRESENTATIVE:</b>	Person or persons within the Division of Facilities Management assigned by the Chief to observe construction on the project site, and to perform such other functions relating to the project as the Owner may direct.
<b>ARCHITECT/ENGINEER:</b>	Architect, Engineer, Landscape Architect, Land Surveyor or any other person authorized by the R.I.G.L.'s and the Division of Facilities Management for the purpose of providing design services, supervision, quality control and project administration of the contract.
<b>BIDDER:</b>	An individual partnership, or corporation submitting a bid for the Work.
<b>BOND:</b>	The approved form of surety, executed by the contractor and contractor's surety or sureties, guaranteeing complete performance of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the project.
<b>DIRECTOR:</b>	The Director, Department of Administration of the State of Rhode Island and Providence Plantations, or Director's designee
<b>OWNER:</b>	The State, acting by and through its Department of Administration, acting by and through its Director.
<b>R.I.G.L.:</b>	The Rhode Island General Laws 1956 as amended.
<b>STATE:</b>	The State of Rhode Island and Providence Plantations acting by and through any of its political subdivisions.
<b>STATE PURCHASING AGENT: (CONTRACTING OFFICER)</b>	The Director of Administration of the State of Rhode and Providence Plantations, acting by and through the State Purchasing Agent or Purchasing Agent's designee
<b>SURETY:</b>	The individual, partnership, or corporation with whom the contractor executed the bond furnished by the contractor.
<b>CORPORATE DISCLOSURE DOCUMENT:</b>	An approved form provided by Office of Purchases filled out by the Bidder and filed with Office of Purchases, and the Owner.
<b>FACILITIES MANAGEMENT:</b>	The Division of Facilities Management of the Department of Administration State of Rhode Island and Providence Plantations acting by and through the Chief or Chief's designee.
<b>PURCHASING OR PURCHASES</b>	The Office of Purchases of the Department of Administration State of Rhode Island and Providence Plantations.

## 1.2 CORRELATION AND INTENT OF THE CONTRACT

**ADD 1.2.4** In the event of conflicts or discrepancies among the Contract Documents interpretations will be based on the following priorities.

1. The Contract Agreement.
2. Addenda, with those of later date having precedence over those of earlier date
3. The Supplementary Conditions.
4. The General Conditions of the Contract for Construction
5. Specifications and Drawings.

In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's/Engineer's interpretation.

## ARTICLE 2 OWNER

### 2.1 OWNER DEFINITION

See Article 1.1.9 **BASIC DEFINITIONS, ADDITIONAL DEFINITIONS.**

### 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

**OMIT** Sub-paragraph 2.2.1 in entirety

**OMIT** Sub-paragraph 2.2.5 and substitute the following:

**2.2.5** The Contractor shall be furnished free of charge one compact disc of Drawings and Project Manuals in Adobe pdf digital file format. Additional materials shall be furnished at the cost of reproduction, postage and handling.

## ARTICLE 3 CONTRACTOR

Add the following Subparagraph 3.2:

**3.2.5** In case of an inconsistency between Drawings and specifications or within either Document not clarified by addendum, provide the better quality or greater quantity of Work in accordance with the Architect/Engineer's interpretation.

**3.2.6** Omissions from the drawings and specifications of items obviously needed to properly perform the work such as attachments, bolts hangers, and other fastening devices shall not relieve the Contractor from furnishing and installing same. It shall be the duty of the Contractor to procure from the Architect/Engineer all necessary interpretations of the designs, drawings and specifications

### 3.4 LABOR AND MATERIALS

**ADD** the following Subparagraphs 3.4.4 and 3.4.5 to 3.4:

**3.4.4** After the Contract has been executed, the Owner and the Architect/Engineer shall consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications)

**3.4.5** By making requests for substitutions based on Subparagraph 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 that specified;

**.2** represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

.3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's/Engineer's redesign costs, and waives all claims for additional costs related to the substitution which subsequently becomes apparent; and

.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be completed in all respects

### 3.6 TAXES

#### ADD Sub-paragraph 3.6.1

3.6.1 This project is exempt from State Sales Taxes. Contractor is to contact the Office of Purchases for the tax exempt number to be used

#### ADD Sub-paragraph 3.6.2

### TAXES WITHHELD - NON-RESIDENT CONTRACTORS AND SUBCONTRACTORS

NOTICE: As required by Rhode Island General Laws Sec 44-1-6, three percent (3%) of the contract price will be withheld until the non-resident contractor has completed the substantive requirements of said Statute. See Article 13.1 of these Supplementary Conditions

### 3.7 PERMITS, FEES AND NOTICES:

#### ADD Sub-paragraph 3.7.6

3.7.6 The Contractor is to provide and pay for a State Building Permit

## ARTICLE 5 SUBCONTRACTORS

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

#### ADD Sub-paragraph 5.2.1.1

5.2.1.1 Not later than 10 days after the date of commencement, the Contractor shall furnish in writing to the Owner through the Architect/Engineer the names of persons or entities proposed as manufacturers for each of the products identified in the General Requirements (Division 1 of the Specifications) and, the name of the installing Subcontractor

5.2.1.1.1 The Architect/Engineer will promptly reply in writing to the Contractor stating whether the Owner or the Architect/Engineer after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Architect/Engineer may state that action will be deferred until the Contractor provides further data. Failure of the Owner or the Architect/Engineer to reply promptly shall constitute notice of reasonable objection. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements

## ARTICLE 7 CHANGES IN THE WORK

Add the following sub-paragraphs to 7.1:

7.1.4 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 matter 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.

**7.3 Construction Change Directives**

7.3.7 In the first sentence, **DELETE** the words "an amount of overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount" and **SUBSTITUTE** "an allowance for overhead and profit in accordance with Sub-paragraphs 7.3.11.1 through 7.3.11.6 below."

**ADD** the following Subparagraph 7.3.11 to 7.3:

7.3.11 In Subparagraph 7.3.7, the allowance for the combined overhead and profit included in the total cost to the Owner shall not exceed the following schedule:

- 1 For the Contractor for Work performed by the Contractor's own forces, 15 Percent of the cost
- 2 For the Contractor for Work performed by the Contractor's Subcontractor, 10 percent of the amount due the Subcontractor
- 3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces 15 percent of the cost
- 4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 10 percent of the amount due the Sub-subcontractor
- 5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7.
- 6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$ 500.00 be approved without such itemization. In no event shall the aggregate overhead and profit for the Contractor and all Sub-contractors and Sub-sub-contractors exceed twenty five percent (25%)

**ARTICLE 8 TIME**

**8.1 Definitions**

**ADD** the following Subparagraph 8.1.5 to 8.1:

8.1.5 Seasonally limited work may be scheduled for a separate date of substantial completion as mutually agreed upon

**8.2 Progress and Completion**

**ADD 8.2.4**

8.2.4 The Contractor shall not work on Saturdays, Sundays or legal holidays without notifying the **OWNER** 48 hours in advance.

**ARTICLE 9 PAYMENTS AND COMPLETION**

**9.2 SCHEDULE OF VALUES**

**ADD** the following Subparagraph 9.2.1:

9.2.1 Submit on AIA Documents G702 "Application and Certificate for Payment" and G703 "Continuation Sheet" Before submission review a draft copy with the Architect/Engineer for approval

### 9.3 APPLICATION FOR PAYMENT

ADD the following to Sub-paragraph 9.3.1 Payment Review Process (Contractor's Request For Payment)

1. The **CONTRACTOR** shall review a draft Request For Payment with the **OWNER's** on-site representative and incorporate any agreed upon changes
2. The **CONTRACTOR** shall forward the Request For Payment to the **ARCHITECT/ENGINEER** as per the General Conditions and the Supplementary Conditions.
3. The **ARCHITECT/ENGINEER** shall forward approved requests to the Chief and Project Manager for approval. The processing of payments through the State System shall take a minimum of thirty (30) days.

9.3.1.1 **OMIT** existing paragraph and **ADD** the following: "All Requests For Payment for change order work must be accompanied by a duly executed copy of a Notice of Change in Purchase Order as issued by the Office of Purchases."

9.3.3. **ADD** the following: "Contractor's execution and certification of payment request in accordance with AIA Document G702 Application and Certificate for Payment shall certify that all property relating to the project is free and clear of liens, claims, security interests or encumbrances of Subcontractor(s), material suppliers, and any other parties".

**ADD** Sub-paragraph 9.3.4 "The Owner shall retain ten percent (10%) from each Request For Payment until fifty percent (50%) of the work is completed whereupon the retainage shall be reduced to five percent (5%)

### 9.4 CERTIFICATES FOR PAYMENT

**ADD** the following Subparagraph 9.4.3

9.4.3 The Architect/Engineer will process the second and subsequent Certificates for Payment only after receipt of: 1) Assurance that the contractor is maintaining "As-builts" and 2) Submittals of all product literature, material samples and color samples to the Architect/Engineer's office have been received.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### 10.2 SAFETY OF PERSONS AND PROPERTY

**ADD: 10.2.4.1**

10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner written notice of a minimum of 5 days and take necessary precautions to prevent unauthorized access.

## ARTICLE 11 INSURANCE AND BONDS

### 11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.2 **OMIT** existing paragraph and **ADD** the following:

The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

### WORKERS' COMPENSATION

(1) State:

Statutory

Gaskell Associates

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CONDITIONS

Cannon Building  
Providence, Rhode Island

Underfloor Raceway Water Damage Remediation  
May, 2011

- (2) Employer's Liability \$1,000,000  
(3) Applicable Federal (e.g. Jones Act) Statutory

**COMPREHENSIVE GENERAL LIABILITY**

- (1) Bodily Injury (including completed operations and products liability):

\$1,000,000.00 Each Occurrence  
\$1,000,000.00 Annual Aggregate

- (2) Property Damage:

\$1,000,000.00 Each Occurrence  
\$1,000,000.00 Annual Aggregate

Property Damage liability insurance will provide Explosion, Collapse and Underground coverage where applicable

- (3) Personal Injury, with employment exclusion deleted

\$1,000,000.00 Annual Aggregate

**COMPREHENSIVE AUTOMOBILE LIABILITY (TO INCLUDE OWNED, HIRED, AND NON-OWNER VEHICLES):**

- (1) Bodily Injury:

\$500,000.00 Each Person  
\$1,000,000.00 Each Occurrence

- (2) Property Damage:

\$1,000,000.00 Each Occurrence

Note: Liability insurance must be provided by a firm licensed to do business in the State of Rhode Island

**ADD the following Clause 11.1.5:**

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

**11.2 Owner's Liability Insurance**

**CHANGE Subparagraph 11.2 to read:**

11.2 The Contractor shall furnish the Owner, through the Architect/Engineer, an insurance certificate providing Owner's Protective Liability extended to include the interests of the Architect/Engineer, and to protect the Owner and Architect/Engineer from any liability which might be incurred against them as a result of any operation of the Contractor or his Subcontractors or their employees. Such insurance shall be written for the same limits as the Contractor's Liability Insurance and shall include the same coverage

**11.3 PROPERTY INSURANCE**

11.3.1 OMIT the existing paragraph in its entirety and ADD the following:

Gaskell Associates

00800 - 6 SUPPLEMENTARY

CONDITIONS

Contractor shall purchase and maintain until final payment, property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of Owner Contractor, and Subcontractors in the Work (all of whom shall be listed as insured or additional insured parties), shall insure against the perils of fire and extend coverage, shall include "all-risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse, and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses, and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers architects, attorneys, and other professionals) If not covered under the "all-risk" insurance or otherwise provided in these Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. Furthermore, all the policies of insurance required to be purchased and maintained by Contractor in accordance with this section must contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty days prior written notice has been given to the Owner by certified mail.

**Note:** Property insurance must be provided by a firm licensed to do business in the State of Rhode Island.

#### **ARTICLE 13 MISCELLANEOUS PROVISIONS**

##### **13.1 GOVERNING LAW**

**ADD** 13.1.1 through 13.1.9

##### **13.1.1 THE FOLLOWING APPLICABLE STATE LAWS ARE INCLUDED FOR REFERENCE:**

THE GENERAL LAWS OF RHODE ISLAND, 1956; TITLE 37, CHAPTER 26; Section 5 of Chapter 26, Title 28 of the General Laws of Rhode Island 1956 entitled, "License Required for Operation of Hoisting Machinery - Public Contracts."

**28-26-5.** No person shall operate or be in direct charge of a hoisting or excavation gasoline, steam, diesel, electric or compressed air hoist, shovel, crane excavator, of five horsepower or more without obtaining a license to do so as provided in this chapter. No user or agent of a user of any such described steam, gasoline, diesel, electric or compressed air hoisting machinery shall permit it to be operated unless it is operated by a duly licensed person as hereinafter provided by this chapter

Every contract in the construction of public works by the State or by any city or town or by persons contracting therewith for such construction, shall contain a clause embodying the provisions of this section

##### **THE RHODE ISLAND GENERAL LAWS TITLE 37, CHAPTER 12**

R.I.G.L. Title 37, Chapter 12 entitled, Contractors Bonds" read as follows:

##### **CHAPTER 12**

##### **CONTRACTORS' BONDS**

**37-12-1. Contractors required to give bond -- Terms and conditions.** -- Every person (which word for the purposes of this chapter shall include a copartnership, a number of persons engaged in a joint enterprise, or a corporation), before being awarded a contract by the Department of Transportation or by the Department of Administration, as the case may be, and every person awarded such a contract as a general contractor or construction or project manager for the construction, improvement, completion, or repair of any public road or portion thereof or of any bridge in which the contract price shall be in excess of five hundred dollars (\$500), or for a contract for the construction, improvement, completion or repair of any public building or portion thereof, shall be required to furnish to the respective department a bond of such person to the State, with good and sufficient surety or sureties (hereafter in this chapter referred to as

surety), acceptable to the respective department, in a sum not less than fifty percent (50%) and not more than one hundred percent (100%) of the contract price, conditioned that the contractor, principal in the bond, the person's executors, administrators, or successors shall in all things, well and truly keep and perform the covenants, conditions, and agreements in the contract, and in any alterations thereof made as therein provided, on the person's part to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the State, the respective department, and all of its officers, agents and employees, as therein stipulated, and shall also promptly pay for all such labor performed or furnished and for all such materials and equipment furnished, (which as to equipment shall mean payment of the reasonable rental value, as determined by the respective department, of its use during the period of its use), as shall be used in the carrying on of the work covered by the contract, or shall see that they are promptly paid for, whether or not the labor is directly performed for or furnished to the contractor or is even directly performed upon the work covered by the contract and whether or not the materials are furnished to the contractor or become component parts of the work, and whether or not the equipment is furnished to the contractor or even directly used upon the work; and the bond shall contain the provisions that it is subject to all such rights and powers of the respective department and such other provisions as are set forth in the contract and the plans, specifications, and proposal incorporated by reference in the contract, and that no extension of the time of performance of the contract or delay in the completion of the work thereunder or any alterations thereof, made as therein provided, shall invalidate the bond or release the liability of the surety thereunder. Provide, however, that for good cause shown, the director of the Department of Administration may waive the requirements of this section for contracts not in excess of fifty thousand dollars (\$50 000)

**37-12.1-1. Definition of terms.** -- Terms used in this chapter shall be construed as follows:

- (a) "Designers", means any person, firm or corporation duly authorized pursuant to the laws of this state to engage in the practice of architecture and/or engineering within this state.
- (b) "Public works contract" means a contract to perform design or planning services by a designer with the state or any agency or governmental subdivisions thereof.
- (c) "Retained earnings" means any moneys or earned estimates withheld from a designer pursuant to the terms of a public works contract.

**37-12.1-2. Substitution of security for retained earnings by designers.** -- Where any public works contract provides for the holding of retained earnings from a designer, the designer may from time to time withdraw the whole or any portion of the amount retained upon either depositing with the general treasurer:

- (1) United States treasury bonds, United States treasury notes, United States treasury certificates of indebtedness, or United States treasury bills, or
- (2) Bonds or notes of the state of Rhode Island; or
- (3) Bonds of any political subdivision of the state of Rhode Island. With respect to the deposit of securities, the general treasurer shall, on a regular basis, collect all interest or income on the securities so deposited and shall pay the same when and as collected to the designer depositing such securities. If the security is in the form of coupon as it matures to the designer.

**37-12.1-3. Deduction from retained earnings.** -- In the event that pursuant to the terms of public works contract it is necessary to deduct any sum from retained earnings, the state or governmental unit or agency thereof shall first apply such deduction against sums not withdrawn and thereafter from the proceeds of the sale of any securities deposited or from the income earned on such securities whichever is applicable.

**37-12.1-4. Endorsement on securities.** -- All securities deposited with the general treasurer pursuant to this chapter shall be properly endorsed by the designer in such manner as to enable the general treasurer to carry out the provisions of this chapter.

**37-12.15. Applicability** -- This chapter shall apply to all retained earnings held pursuant to any public works contract as of [June 16 1991]

**37-12-2. Rights of persons furnishing labor and materials.** -- Every person who shall have performed labor and every person who shall have furnished or supplied labor, material, or equipment in the prosecution of the work provided for in the contract, in respect of which a payment bond is furnished under section 37-12-1, and who has not paid in full therefor before the expiration of a period of ninety (90) days after the day on which the last of the labor was performed or furnished by him or her, or material or equipment furnished or supplied by him or her for a claim is made, shall have the

Cannon Building  
Providence, Rhode Island

Underfloor Raceway Water Damage Remediation  
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right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of the suit and to prosecute the action to final execution and judgement for the sum or sums justly due him or her; provided, however, that any person having direct contractual relationship with a subcontractor but no contractual relationship express or implied with the contractor furnishing the payment bond shall have a right of action upon the payment bond upon giving written notice to the contractor within ninety (90) days from the date on which the person furnished or performed the last of the labor, or furnished or supplied the last of the material or equipment for which the claim is made, starting with substantial accuracy the amount claimed and the name of the party to whom the labor was furnished or performed or the material or equipment was furnished or supplied. The notice shall be served by mailing the same by certified mail, postage prepaid, in an envelope addressed to the contractor at any place he or she maintains an office or conducts his or her business, or his or her residence.

**37-12-3. Remedies of creditors and state -- Priority of claims.** -- The remedy on the bond shall be by a civil action brought in the superior court for the counties of Providence and Bristol, and in any suit brought on the bond, the rights of the state shall be prior to those of all creditors; the rights of persons who shall have performed labor as aforesaid shall be prior to the rights of all other creditors, and there shall be no priorities among laborers or among other creditors under the bond. The state, either after having recovered a judgment against the contractor on the contract or without having recovered a judgment, may bring a suit on the bond against the contractor and surety on the bond, and may join as parties defendant in the suit any persons claiming to have rights under the bond as creditors; and, if it has not brought such a suit, it may at any time before a final and conclusive decree, intervene and become a party in any suit brought as hereafter provided in this chapter, by any person claiming to be a creditor under the bond

**37-12-4. Intervention by creditor in suit brought by state.** -- Any person claiming to be a creditor under the bond may at any time intervene and become a party in any pending suit brought as aforesaid by the state on the bond and by so intervening may have the rights to the person adjudicated in the suit

**37-12-5. Time limitation on creditors' actions.** -- No suit instituted under section 37-12-2 shall be commenced after the expiration of two (2) years, or under the maximum time limit as contained within any labor or material payment bond required under section 37-12-1, whichever period is longer, after the day on which the last of the labor was furnished or performed or material or equipment was furnished or supplied by any person claiming under the section

**37-12-6. Intervention in suit brought by creditor -- Consolidation of suits.** -- When a suit has been so brought on the bond by a person claiming to be a creditor under the bond and is pending, any other person claiming to be a creditor under the bond may intervene and become a party in the first suit thus brought and pending and by so intervening may have the rights of the other person adjudicated in the suit. If two (2) or more of the suits be filed in the court on the same day, the one in which the larger sum shall be claimed shall be regarded as the earlier suit. All suits brought upon the bond as provided in this chapter shall be consolidated together by the court and heard as one suit

**37-12-7. Notice of pendency of suit** -- In any suit brought under the provisions of this chapter such personal notice of the pendency of the suit as the court may order shall be given to all such known creditors and persons claiming to be creditors under the bond as shall not have entered their appearance in the suit and in addition to the notice of the pendency of the suit shall be given by publication in some newspaper published in this state of general circulation in the city or town or every city or town in which the work covered by the contract was carried on, once a week for three (3) successive weeks, in such form as the court may order. The court, however, may dispense with the notices if satisfied that sufficient notices shall have been given in some other suit brought under the provisions of this chapter.

**37-12-8. Certified copies of documents.** -- Any person claiming to be a creditor under the bond and having filed a claim with the respective department in accordance with the requirements of section 37-12-2, shall have the right, at any time when the person could under this chapter file a suit or intervene in a pending suit, to require the respective department to furnish to the person certified copies of the contract, proposal plans and specifications, and of the bond

**37-12-9. Payment into court by surety -- Discharge.** -- The surety on the bond may pay into the registry of the court, for distribution among those who may be or become entitled thereto under the decree of the court, the penal sum named in the bond less any amount which the surety may have paid to the state in satisfaction of the liability of the surety to the state under the bond and then shall be entitled to be discharged from all further liability under the bond

**37-12-10. Retainers relating to contracts for public works or sewer or water main construction.** (a) Upon

substantial completion of work required by a contract with any municipally, or any agency or political subdivision thereof, for the construction, reconstruction, alteration remodeling, repair, or improvement of sewers and water mains, or any public works project defined in section 37-13-1, the awarding authority may deduct from its payment a retention to secure satisfactory performance of the contractual work not exceeding five percent (5%) of the contract price unless otherwise agreed to by the parties. In the case of periodic payments, the awarding authority may deduct from its payment a retention to secure satisfactory performance of the contractual work not exceeding five percent (5%) of the approved amount of any periodic payment unless otherwise agreed to by the parties.

(b) The five percent (5%) retained shall be paid to any contractor or subcontractor within ninety (90) days of the date the work is accepted by the awarding authority unless a dispute exists with respect to the work. If payment is not made within ninety (90) days for any reason including a dispute, which, if resolved and it is not the fault of the contractor, then the 10% will not be assessed unless the dispute is resolved to have been the fault of the contractor or subcontractor, interest shall be assessed at the rate of ten percent (10%) per annum on all money which is to be paid to the contractor or subcontractor.

(c) The five percent (5%) retained shall be paid to any contractor or subcontractor within ninety (90) day of the date his or her work is completed and accepted by the awarding authority. If payment is not made, interest shall be assessed at the rate of ten percent (10%) per annum.

(d) There shall also be deducted and retained from the contract price an additional sum sufficient to pay the estimated cost of municipal police traffic control on any public works project. Municipalities shall directly pay the officers working traffic details and shall bill and be reimbursed by the withholding authority for which the contract is being performed every thirty (30) days until the project is complete.

**37-12-11. Substitution of securities for retained earnings.** -- Where any public works contract as defined by section 37-13-1 provides for the retention of earned estimates by the state of Rhode Island, the contractor may, from time to time, withdraw the whole or any portion of the amount retained for payments to the contractor pursuant to the terms of the contract, upon depositing with the general treasurer (1) United States treasury bonds, United States treasury notes, United States treasury certificates of indebtedness, or United States treasury bills, or (2) bonds or notes of the state of Rhode Island, or (3) bonds of any political subdivision of the state of Rhode Island. No amount shall be withdrawn in excess of the market value of the securities at the time of deposit or of the par value of securities, whichever is lower. The general treasurer shall, on a regular basis, collect all interest or income on the obligations so deposited and shall pay the same, when and as collected, to the contractor who deposited the obligations. If the deposit is in the form of coupon bonds the general treasurer shall deliver each coupon as it matures to the contractor. Any amount deducted by the state, or any public department or official thereof, pursuant to the terms of the contract, from the retained payments otherwise due the contractor, shall be deducted, first for that portion of the retained payments for which no security has been substituted, then from the proceeds of any deposited security. In the latter case, the contractor shall be entitled to receive interest, coupons, or income only from those securities which remain after the amount has been deducted. The securities so deposited shall be properly endorsed by the contractor in such manner so as to enable the general treasurer to carry out the provisions of this section.

#### **THE RHODE ISLAND GENERAL LAWS TITLE 37, CHAPTER 13**

R.I.G.L. Title 37, Chapter 13, entitled "Labor and Payment of Debts by Contractors," read as follows:

#### **CHAPTER 13**

#### **LABOR AND PAYMENT OF DEBTS OF CONTRACTORS**

**37-13-1. Public Works Defined -- "Public Works"** as used in this chapter shall mean any public work consisting of grading, clearing, demolition, improvement, completion, repair, alteration or construction of any public road or any bridge, or portion thereof, or any public building or portion thereof or any heavy construction, or any public works projects of any nature or kind whatsoever.

**37-13-2. "Contractor" defined --- Information required.** The term "contractor" as used in this chapter shall mean the bidder whose bid has been accepted by an authorized agency or awarding authority as the bidder possessing the skill, ability and integrity necessary to the faithful performance of the contract or work, and who shall certify that he or she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the contract or work. Essential information in regard to such qualifications shall be submitted in such form to the awarding authority

and the Director of Labor as the Director of Labor shall require. The authorized agency or awarding authority shall reserve the right to reject all bids if it be in the public interest to so.

**37-13-3. Contractors subject to provisions --- Weekly payment of employees.** -- All Contractors who have been awarded contracts for public works by an awarding agency or authority of the State or of any city, town, committee, or by any person or persons therein, in which State or municipal funds are used and of which the contract price shall be in excess of One Thousand Dollars (\$1,000.00) whether payable at the time of the signing of the contract or at a later date, and their subcontractors on such public works shall pay their employees at weekly intervals and shall comply with the provisions set forth in 37-13-4 to 37-13-14, inclusive and section 37-13-16.

**37-13-4. Provisions applicable to public works contracts --- List of subcontractors.** -- All public works shall be done by contract, subject to the same provisions of law relating thereto and to the letting thereof, which are applicable to similar contracts of the awarding authority or authorized agency, hereinafter called the "proper authority", in the general location where the work is to be performed and which are not contrary to the provisions of 37-13-1 to 37-13-14, inclusive, and section 37-13-16. Each contractor after the award of a contract for public works shall submit to the proper authority, a list of his subcontractors of any part or all of the work. Such list shall be submitted in such manner or form as the proper authority shall uniformly require from contractors in all public works.

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

**37-13-6. Ascertainment of prevailing rate of wages and other payments. --- Specification of rate in call for bids and in contract** -- Before awarding any contract for public works to be done, the proper authority shall ascertain from the Director of Labor the general prevailing rate of the regular, holiday, and overtime wages paid and the general prevailing payments on behalf of the employees only, to lawful welfare, pension, vacation, apprentice training and educational funds (payments to said funds must constitute an ordinary business expense deduction for federal income tax purposes by contractors) in the city, town, village or other appropriate political subdivision of the state in which the work is to be performed, for each craft, mechanic, teamster, laborer, or type of workman needed to execute the contract for public works, and shall specify in the call for bids for the contract and in the contract itself the general prevailing rate of the regular, holiday, and overtime wages paid and the payments on behalf of employees only, to such welfare, pension, vacation, apprentice training, and education funds existing in the locality for each craft, mechanic, teamster, laborer or type of worker needed to execute the contract or work.

**37-13-7. Specification in contract of amount and frequency of payment of wages** -- (a) Every call for bids for every Contract in excess of One-Thousand Dollars (\$1,000), to which the State of Rhode Island or any political subdivision thereof is party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the State of Rhode Island or any political subdivision thereof, and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the Director of Labor to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the State of Rhode Island in which the work is to be performed; and every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account the full amounts accrued at the time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor or any subcontractor on

the work the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor subcontractor, or their agents

- (b) The term "wages," "scale of wages", "wages rates "minimum wages", and "prevailing wages" shall include:
- (1) The basic hourly rate of pay; and
  - (2) The amount of
    - (A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and
    - (B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provided any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits: provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of Director of Labor insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (2) (b), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any such payments, contributions, and costs is not less than the rate of pay described in subsection (b) (1) plus the amount referred to in subsection (b) (2).
  - (c) The term "employees," as used in this section, shall include employees of contractor or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs and laborers engaged in the transportation of gravel or fill to the site of public works or the transportation or removal of gravel or fill from the site of public works or the transportation or removal of gravel or fill from one location to another on the site of public works and the employment of the employees shall be subject to the provisions of subsection (a) and (b).

**37-13-8. Determination and schedule of prevailing wages -- Filing of schedule.** --The Director of Labor shall investigate and determine the prevailing wages and payments made to or on behalf of employees, as set forth in section 37-13-7, paid in the trade or occupation in the city, town, village or other appropriate political subdivision of the State and keep a schedule on file in his office of such customary prevailing rates of wages and payments made or on behalf of such employees which shall be open to the public inspection. In making such determination, the Director of Labor may adopt and use such appropriate and applicable prevailing wage rate determination as have been made by the Secretary of Labor of the United States of America in accordance with (40 USC section 276 a) commonly referred to as the Davis-Bacon Act, as amended

**37-13-9. Statutory provisions included in contracts.** -- A copy of section 37-13-5, 37-13-6, and 37-13-7 shall be inserted in all contracts for public works awarded by the State or any city, town, person or persons in their behalf in which state or municipal funds are used in the contract price be in excess of One Thousand Dollars (\$1 000 00)

**37-13-10. Overtime compensation.** -- Labor performed under the provisions of Sections 37-13-1 to 37-13-16, inclusive, during the period of forty (40) hours in any one (1) week during the period of eight (8) hours in any one (a) day shall be considered a legal week's work or a legal day's work, as the case may be, and any number of hours of employment in any one (1) week greater than the number of hours of forty (40) hours or in any one (1) day greater than the number of eight (8) hours shall be compensated at the prevailing rate of wages for overtime employment: provided, however, when the Director of Labor has determined in the investigation provided for in sections 37-13-7 and 37-13-8, that there is a prevailing practice in a city, town, or other appropriate political subdivision to pay an overtime rate of wages for work of any craft, mechanic, teamster, laborer, or type of workman needed to execute the work other than hours worked in any one (1) week greater than the number of forty (40) or in hours worked in any one (1) day greater than the number of eight (8), then the prevailing practice shall determine the legal workday and the legal workweek in the city or town for such work and the prevailing rate of overtime wages shall be paid for such work in excess of the legal workday or week, as the case may be.

**37-13-11. Posting of prevailing wage rates.** -- Each contractor awarded a contract for public works with a contract price in excess of One Thousand Dollars (\$1,000), and each subcontractor who performs the work on such public works, shall post in conspicuous places on the project, where covered workers are employed, posters which contain the current,

prevailing rates of wages and the current, prevailing rate of payments to the funds required to be paid for each craft or type of worker employed to execute the contract as set forth in sections 37-13-6 and 37-13-7. Posters shall be furnished to contractors and subcontractors by the Director of Labor, who shall determine the size and content thereof from time to time, at the time a contract is awarded. A contractor or subcontractor who fails to comply with the provisions of this section shall be deemed guilty of a misdemeanor and shall pay to the Director of Labor one hundred dollars (\$100) for each calendar day of noncompliance as determined by him or her. Contracts set forth in this section shall not be awarded by the state, any city or town or any agency thereof until the Director of Labor has prepared and delivered such posters to the Division of Purchases, if the State or any agency thereof is the proper authority, or to the city or town or an agency thereof, if it is the proper authority and the contractor to whom the contract is to be awarded

**37-13-12. Wage records of contractors.** -- Each contractor awarded a contract with a contract price in excess of One Thousand Dollars (\$1,000) for public works, and each subcontractor who performs work on such public works, shall keep an accurate record showing the name, occupation and actual wages paid to each worker employed by him or her and the payments to all the employee funds specified in sections 37-13-6 and 37-13-7 by him or her in connection with the contractor or work. The director and his or her authorized representatives shall have the right to enter any place of employment at all reasonable hours for the purpose of inspecting the wage records and seeing that all provisions of this chapter are complied with.

**37-13-12.1. Obstruction of enforcement.** -- Any effort of any employer to obstruct the director and his or her authorized representatives in the performance of their duties shall be deemed a violation of this chapter and punishable as such.

**37-13-12.2. Subpoena powers.** -- The director and his or her authorized representatives shall have the power to administer oaths and examine witnesses under oath, issue subpoenas, subpoena duces tecum, compel the attendance of witnesses, and the production of papers, books, accounts, records, payrolls, documents, and testimony, and to take depositions and affidavits in any proceeding before the director.

**37-13-12.3. Compelling obedience to subpoenas.** -- In case of failure of any person to comply with any subpoena lawfully issued, or subpoena duces tecum, or on the refusal of any witness to testify to any matter regarding which may be lawfully interrogated, it shall be the duty of the superior court, or any judge thereof, on application by the director, to compel obedience by proceedings in the nature of those for contempt.

**37-13-12.4. Penalty for violations.** -- Except as otherwise provided in this chapter, any employer who shall violate or fail to comply with any of the provisions of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than fifty dollars (\$50) nor more than one hundred dollars (\$100) for each separate offense, or by imprisonment for not less than ten (10) nor more than ninety (90) days, or by both such fine and imprisonment. Each day of failure to pay wages due an employee at the time specified in this chapter shall constitute a separate and distinct violation.

**37-13-13. Furnishing payroll record to Director of Labor.** -- Each contractor awarded a contract with a contract price in excess of One Thousand Dollars (\$1,000) for public works, and each subcontractor who performs work on such public works, shall furnish a certified copy of his payroll record of his or her employees employed upon such public works to the Director of Labor on a weekly basis, for the preceding week. The Director of Labor may promulgate reasonable rules and regulations to enforce the provisions of this section. A contractor or subcontractor who fails to comply with the provisions of this section shall be deemed guilty of a misdemeanor and shall pay to the Director of Labor One Hundred Dollars (\$100) for each calendar day of noncompliance as determined by the Director of Labor.

**37-13-13.1. Audits of wage records of out-of-state contractors and subcontractors.** -- Out-of-state contractors or subcontractors who perform work on public works in this state authorize the director of labor to conduct wage hour audits of their payroll records pursuant to the provisions of chapter 14 of title 28.

**37-13-14. Contractor's bond.** -- (a) The state or any city, town, agency or committee therein awarding contracts for public works shall require the contractor awarded a contract with a contract price in excess of five thousand dollars (\$5,000) for public works to file with the proper authority good and sufficient bond with surety furnished by any surety company authorized to do business in the state, conditioned upon the faithful performance of the contract and upon the payment for labor performed and material furnished in connection therewith, such bond to contain the terms and conditions set forth in Chapter 12 of this title, and to be subject to the provisions of that chapter.

(b) Provided, however, that for good cause shown in state public works contracts, the director of the department of administration may waive the requirements of this section in regards to materials furnished only for contracts not in excess of fifty thousand dollars (\$50,000).

**37-13-14.1. Enforcement -- Hearings.** -- (a) Before issuing an order or determination, the director of labor shall order a hearing thereon at a time and place to specified, and shall give notice thereof, together with a copy of such complaint or the purpose thereof, or a statement of the facts disclosed upon such investigation, which notice shall be served personally or by mail or any person, firm or corporation affected thereby; such person, firm or corporation shall have an opportunity to be heard in respect to the matters complained of at the time and place specified in such notice, which time shall be not less than five (5) days from the service of the notice personally or by mail said hearing shall be held within ten (10) days from the order of hearing. The hearing shall be conducted by the director of labor or his or her designee. The hearing officer in such hearing shall be deemed to be acting in a judicial capacity, and shall have the right to issue subpoenas, administer oaths and examine witnesses. The enforcement of a subpoena issued under this section shall be regulated by the Rhode Island civil practice law and rules. Such hearing shall be expeditiously conducted and upon such hearing the hearing officer shall determine the issues raised thereon and shall make a determination and enter an order within ten (10) days of the close of the hearing, and forthwith serve a copy of such order, with a notice of the filing thereof, upon the parties to such proceeding, personally or by mail. Such order shall dismiss the charges or direct payment of wages or supplements found to be due, including interest at the rate of twelve percent (12%) per annum from the date of the underpayment to the date of payment, and may direct payment of reasonable attorney's fees and costs to the complaining party.

(b) In addition to directing payment of wages or supplements including interest found to be due, such order shall also require payment of a further sum as a civil penalty in an amount equal to three times the total amount found to be due. Further, if the amount of salary owed to an employee pursuant to this chapter but not paid to said employee in violation of thereof exceeds five thousand dollars (\$5,000), it shall constitute a misdemeanor and shall be referred to the office of the attorney general, such misdemeanor shall be punishable for a period of not more than one (1) year in prison and/or fined not more than one thousand dollars (\$1,000). In assessing the amount of the penalty, due consideration shall be given to the size of the employer's business, the good faith of the employer, the gravity of the violation, the history of previous violations and the failure to comply with record keeping or other nonwage requirements. The surety of the person, firm or corporation found to be in violation of the provisions of this chapter shall be bound to pay any penalties assessed on such person, firm or corporation. The penalty shall be paid to the department of labor for deposit in the state treasury; provided, however, it is hereby provided that the general treasurer shall establish a dedicated "prevailing wages enforcement fund" for the purpose of depositing the penalties paid as provided herein. There is hereby appropriated to the annual budget of the department of labor the amount of the fund collected annually under this section, to be used at the direction of the director of labor for the sole purpose of enforcing prevailing wage rates as provided in chapter 13 of this title.

(c) For the purpose of this chapter, each day or part thereof of violation of any provision of this chapter by a person, firm or corporation whether such violation is continuous or intermittent shall constitute a separate and succeeding violation.

(d) In addition to the above, any person, firm or corporation found in willful violation of any of the provisions of this chapter by the director of labor, an awarding authority, or the hearing officer, shall be ineligible to bid on or be awarded work by an awarding authority or perform any such work for a period of no less than eighteen (18) months and no more than thirty-six (36) months from the date of the order entered by the hearing officer. Once a person, firm or corporation is found to be in violation of this chapter, all pending bids with any awarding authority shall be revoked, and any bid awarded by an awarding authority prior to the commencement of the work shall also be revoked.

(e) In addition to the above, any person, firm or corporation found to have committed two (2) or more willful violations in any period of eighteen (18) months of any of the provisions of this chapter by the hearing officer, which violations are not arising from the same incident, shall be ineligible to bid on or be awarded work by an awarding authority or perform any such work for a period of sixty (60) months from the date of the second violation.

(f) The order of the hearing officer shall remain in full force and effect unless stayed by order of the superior court.

(g) The director of labor awarding authority or hearing officer shall notify the bonding company of any person, firm or corporation suspected of violating any section of this chapter. such notice shall be mailed certified mail, and shall enumerate the alleged violations being investigated

(h) In addition to the above, any person, firm or corporation found to have willfully made a false or fraudulent representation on certified payroll records shall be referred to the office of the attorney general. Such false or fraudulent representation shall be considered a misdemeanor, said misdemeanor shall be punishable for a period of not more than one (1) year in prison and/or fined one thousand dollars (\$1,000). Further, any person, firm or corporation found to have willfully made a false or fraudulent representation on certified payroll records shall be required to pay a civil penalty to the department of labor in an amount of no less than two thousand dollars (\$2,000) and not greater than fifteen thousand dollars (\$15,000) per representation

**37-13-15. Review.** - (a) There is hereby created an appeals board which shall be comprised of three (3) members who shall be appointed by the governor, provided however, that each member of the appeals board shall have at least five (5) years experience with prevailing wage rates as they apply to the construction industry. The members of such appeals board shall serve without compensation. the members of the appeals board shall be appointed for terms of three (3) years except that of the three (3) members originally appointed by each of the appointing authorities: one (1) shall be appointed for a term of one (1) year, one (1) shall be appointed for a term of two (2) years and one (1) for a term of three (3) years.

(b) Any person aggrieved by any action taken by the director of labor or his or her designated hearing officer under the authority of this chapter, or by the failure or refusal of the director of labor to take any action authorized by this chapter, may obtain a review thereof for the purpose of obtaining relief from the action or lack of action by filing a petition for administrative review and relief, to the appeals board as provided herein. Such petition for administrative review shall be filed within twenty (20) days of the action taken by the director of labor or designated hearing officer. the petition for administrative review shall be heard within ten (10) days of the date of filing. An aggrieved person under this section shall include:

- (1) Any person who is required to pay wages to his or her employees or make payments to a fund on behalf of his or her employees, as provided in this chapter;
- (2) Any person who is required to be paid wages for his or her labor or on behalf payments are required to be paid to funds as provided by this chapter;
- (3) The lawful collective bargaining representative of a person defined in subdivision (2) above;
- (4) A trade association of which a person defined in subdivision (1) above is a member;
- (5) A proper authority as defined in this chapter;
- (6) A contractor who submitted a bid for work to be or which has been awarded under the provisions of this chapter or a trade association of which he or she is a member, and
- (7) A labor organization which has one or more written collective bargaining agreements with one or more employees or a trade association which sets forth the hours wages and working conditions of a craft, mechanic, teamster or type of worker needed to execute the work, as provided in this chapter to the extent that it would be affected by the action or the failure to act of the director of labor or the hearing officer

(c) Any aggrieved person as defined herein may obtain a review of a decision of the appeals board by filing a petition in the superior court of Providence county pursuant to the provisions of the administrative procedures act, praying for review and relief and the petition shall follow the course of and be subject to the procedures for causes filed in the court

(d) The director is hereby empowered to enforce his or her decision and/or the decision of the appeals board in the superior court for the county of Providence

**37-13-16. Termination of work on failure to pay agreed wages - Completion of work.** - Every contract within the scope of this chapter of this title shall contain the further provision that in the event it is found by the director of labor that any employee employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the awarding party may, by written notice to the contractor or subcontractor, terminate his or her right as the case may be, to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and shall

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prosecute the work to completion by contract or otherwise, and the contractor and his or her sureties shall be liable to the awarding party for any excess costs occasioned the awarding authority thereby.

**37-13.1-1. Suits allowed – Jurisdiction – Statute of limitations – Procedure.** – Any person, firm or corporation which is awarded a contract subsequent to July 1, 1977 with the State of Rhode Island, acting through any of its departments, commissions, or other agencies, for the design construction, repair, or alteration of any state highway, bridge or public works other than those contracts which are covered by the public works arbitration act may, in the event of any disrupted claims under the contract, bring an action against the State of Rhode Island in the superior court for Providence county for the purpose of having such claims determined, provided notice of the general nature of such claims shall have been given in writing to the department administering the contract in accordance with the contract specifications set forth for the specific contract. No action shall be brought under this section later than one (1) year from the date of such acceptance of the work by the agency head as so evidenced; provided, however, that no action shall be brought under this section on any contract awarded prior to July 1, 1977. Acceptance of an amount offered as final payment shall preclude any person, firm, or corporation from bringing a claim under this section. The action shall be tried to the court without a jury. All legal defenses except governmental immunity shall be reserved to the state. Any action brought under this section shall be privileged in respect to assignment for trial upon motion of either party.

#### **GENERAL WAGE RATES ARE AVAILABLE ON-LINE**

Prevailing wage rates and Davis-Bacon Wage Determination Reference Materials as issued by the Rhode Island Department of Labor are available on line at <http://www.purchasing.state.ri.us/info.htm>. It is advisable to print only the pages applicable to this bid: the rates active on the Rhode Island Vendor Information Program's bid solicitation date for this project are applicable for the duration of the contract resulting from this bid.

#### **13.1.2 PUBLIC LAW - CHAPTER 5-6-2; WORK FOR WHICH LICENSE REQUIRED:**

No person, firm or corporation shall enter into, engage in, or work at the business of installing wire, conduits apparatus, fixtures and other appliances for carrying or using electricity for light, heat or power purposes, unless such person, firm or corporation shall have received a license and a certificate therefore issued by the State Board of Examiners of Electricians.

#### **13.1.3 OTHER LICENSES:**

Other trades, i.e. plumbing, Individual Sewage Disposal System installation, pipe fitting and refrigeration and others shall be performed by licensed individuals as required by public law.

#### **13.1.4 TAXES WITHHELD - NON-RESIDENT CONTRACTORS AND SUBCONTRACTORS**

**NOTICE:** As required by the Rhode Island General Laws 44-1-6, three percent (3%) of the contract price will be withheld until the nonresident contractor has completed the substantive requirements of said Statute as follows:

**44-1-6.** Additional collection powers - Nonresident contractors. --(a) Any person doing business with a nonresident contractor shall withhold payment of an amount of three percent (3%) of the contract price until thirty (30) days after said contractor has completed his contract and has requested the tax administrator in writing, to audit his records for the particular project, a receipted copy of such request to be furnished to the person holding the funds. The tax administrator shall within thirty (30) days after receipt of the request, furnish to said nonresident contractor and to the person holding the funds either a certificate of sales and use tax or income tax withheld, or both, due from the nonresident contractor.

Upon receipt of no tax due, the person holding such payment may pay the nonresident contractor the same. Upon receipt of a certificate of taxes due, he may pay to said contractor out of such amount withhold the excess over the amount of taxes set forth in the certificate together with the interest and penalties the assessed. If the tax administrator furnished neither certificate to both parties within thirty (30) days after receipt of a written request for the making of the audit, the person holding such payment may forthwith pay the payment withheld to the nonresident contractor under the terms of the contract free from any claims of the tax administrator against either the person holding such payment or the nonresident contractor for payment of sales or use taxes or income taxes withheld or both.

In the event the tax administrator shall serve upon said contractor and the person holding such payment a certificate showing the taxes due within such thirty (30) day period, the person holding such payment shall deposit with the tax administrator the amount set forth in the certificate which is not in excess of three percent (3%) of such contract price, taking a receipt for the same, and shall thereupon be free from any claim of the nonresident contractor for such amount or of the tax administrator for sales and use taxes or income taxes withheld, or both, arising out of the materials equipment and service used in performance of the contract of the nonresident contractor on that project

(b) As used in this section, a nonresident contractor is one who does not maintain a regular place of business in this State. A regular place of business shall be deemed to mean and include any bona fide office (other than a statutory office), factory, warehouse or other space in this State at which the taxpayer is doing business in its own name in a regular and systematic manner, and which is continuously maintained occupied and used by the taxpayer in carrying on its business through its regular employees regularly in attendance. A temporary office at the site of construction shall not constitute a regular place of business.

### **13.1.5 CERTIFICATION OF NON-SEGREGATED FACILITIES**

#### **13.1.5.1 Notice to Prospective Federally-Assisted Construction Contractors**

A. Certification of Nonsegregated Facilities, as required by the May 9, 1967 order (32F.R.7439, May 19, 1967) on elimination of segregated facilities, by the Secretary of Labor, must be submitted prior to the award of federally-assisted construction contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause

B. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause

#### **13.1.5.2 Notice to Prospective Subcontractors of Requirement for Certification of Non-Segregated Facilities**

A. A Certification of Nonsegregated Facilities as required by the May 9, 1967 order (32F.R.7439, May 19, 1967) on elimination of segregated facilities, by the Secretary of Labor, must be submitted prior to the award of the subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

B. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause

### **13.1.6 OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) OF APRIL 28, 1971**

The Contractor shall comply with all applicable OSHA regulations.

### **13.1.7 COPELAND ANTI-KICK BACK LAW**

All provisions of the Copeland Anti-Kick Back Law shall apply to this contract.

### **13.1.8 CLEAN AIR**

All provisions of the 1970 Clean Air Act shall apply to contracts in excess of \$100,000

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**13.1.9 BIDDERS CERTIFICATION RHODE ISLAND PLAN**

A. All general contractors involved in projects exceeding \$10,000 and their subcontractors whose work exceeds \$10,000 are required to fill out and comply with the requirements set forth in Rhode Island Plan contained herein

B. Any work which is subject to the bid conditions that are performed in a year later than the latest year for which goals of minority utilization were established will be subject to the goals shown for the last year of the bid conditions.

**ARTICLE 14 TERMINATION OF SUSPENSION OF THE CONTRACT**

**14.2 TERMINATION BY THE OWNER FOR CAUSE**

**ADD** Sub-paragraph 14.2.1 (The Owner may terminate the contract if the Contractor)  
5 cancels or receives notice of cancellation of any insurance required under the contract

\*\*\*\*\*END OF SECTION\*\*\*\*\*

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**SECTION 00830 - EQUAL EMPLOYMENT OPPORTUNITY PROGRAM/MINORITY EMPLOYMENT  
AND EEO COMPLIANCE**

A. The Contractor must agree and certify, unless otherwise exempt, that the Contractor is in compliance with the applicable requirements of Federal Executive Order No. 11246, as amended, State of Rhode Island Executive Order No. 85-11, and other regulations as issued by the State Purchasing Agent, or will take steps to comply with such requirements prior to acceptance of any order from the State.

B. The Department of Administration, Rhode Island State Equal Opportunity Office, General Contract Compliance Certificate and Agreement shall a part of, and be deemed incorporated in, each contract exceeding \$10,000. Failure to comply will be considered a substantial breach of the contract

C. All bidders shall comply with the contents and requirements of 41 C F R. Part 60-4, goals and timetables for female and minority participation in the construction industry, which were published in the Federal Register, Vol. 43, No. 68, Friday, April 7, 1978. (Subsequent additions and corrections were published May 2, 1978).

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**SECTION 00840 - PREVAILING WAGE RATES AND DAVIS BACON WAGE  
DETERMINATION REFERENCE MATERIALS**

Prevailing wage rates and Davis Bacon Wage Determination Reference Materials are available online at the State Purchasing Website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). It is advisable to print only the pages applicable to this bid; the rates active on the bid issuance date for this project are applicable for the duration of the contract resulting from this bid.

\*\*\*\*\*END OF SECTION\*\*\*\*\*

SECTION 01010 - SUMMARY OF THE WORK

PART 1 - GENERAL

1.1 SUMMARY

- A. The General Conditions and Supplementary Conditions are part of Division 1, which shall consist of all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated in the work; and as related to the project or projects
- B. The specification format used herein is in no way intended to restrict this Contractor from expediting his work as he sees fit, nor is there any intention of segregating the units of work as related to specific trades involving jurisdictional labor problems.

1.2 ABBREVIATED WRITTEN SUMMARY:

- A. Briefly and without force and effect upon the contract documents, the work of the contract can be summarized as follows:
  - 1. Provide equipment grounding conductors for all underfloor raceway circuits
  - 2. Provide replacement of all splices in the underfloor raceway.

1.3 CONTRACTOR'S DUTIES:

- A. The contractor is responsible for all personnel involved in the work, including those of his direct employ, his sub-contractors and suppliers of materials and equipment and/or labor. The Technical Specifications have been divided for convenience only to cover the scope of work, and where reference to a particular contractor is noted, it is for convenience only. The Owner and Engineer only recognize one Contractor as a party to this contract.
- B. Except as specifically noted, provide and pay for:
  - 1. Labor, materials and equipment
  - 2. Tools, construction equipment and machinery
  - 3. Water, heat and utilities required for construction
  - 4. Other facilities and services necessary for proper execution and completion of Work.
- C. Secure and pay for, as necessary for proper execution and completion of Work, and as applicable at time of receipt of bids:
  - 1. Permits.

- 2 Government Fees
  - 3 Licenses
  - 4 Plan Review Fees
- D Give required notices.
- E Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of Work
- F Promptly submit written notice to Engineer of observed variance of Contract Documents from legal requirements
- G Lay out all work and be responsible for all lines, elevations and measurements of the utilities and site work executed under the contract. Verify the figures shown before laying out the work and be responsible for any error resulting from failure to do so. Employ a competent registered engineer or registered land surveyor approved by the Engineer, for establishing all lines, levels and dimensions and place at the disposal of the Engineer, as required for checking purposes
- H Enforce strict discipline and good order among employees Do not employ persons not skilled in assigned task.
- I Notify all trades, sub-contractors and suppliers of all designated alternatives and be responsible for their coordination.
- J At your option, certain indicated materials and/or procedures are specified herein to be used in lieu of other indicated materials and/or procedures, at no change in contract price. Such options should be analyzed and coordinated during the bidding period, so that the selection of any may immediately be brought to the Engineer's attention, once the contract is awarded (within 30 days thereafter).

1.4 HEALTH AND SAFETY PRECAUTIONS:

A Hazardous Materials:

- 1 When encountering hazardous materials, or when suspicion exists that such may be prevalent, including, but not limited to, asbestos and/or lead paint, immediately and prior to any removal, contact the Engineer before disturbing this material.

B OSHA:

- 1 These construction documents, and the joint and several phases of construction hereby contemplated are to be governed, at all times, by applicable provisions of the Federal laws(s), including but not limited to, the latest amendments of the following:
  - a. Williams-Steiger Occupational Safety & Health Act of 1970 Public Law 91-596;

- b. Part 1510 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;
  - c. Part 1518 - Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.
- 2 This project, the contractor and his sub-contractors shall, at all times, be governed by Chapter XIII of Title 29, Code of Federal Regulations, Part 1518 - Safety and Health Regulations for Construction, (36 FR 75), as amended to date
- a. Note: Furnish the Owner and Engineer copies of all accident reports.

C. Emergencies:

- 1 Should tornado, hurricane, gale or heavy wind warnings be issued, take every practicable precaution to minimize the danger to persons, to the work and to the adjacent property. Such damage caused to any part of the work shall be rectified or replaced to the complete satisfaction of the Engineer and at no expense to the Owner. Injury to personnel or damage to adjacent property because of the work shall be the complete responsibility of the Contractor, and he accepts exclusive liability for same.

D Loading:

- 1 No part of any work involved in this contract shall be loaded during construction with a load greater than it is calculated to carry with safety. Should any accidents or damage occur through any violation of this requirement, the Contractor shall be held responsible under his contract and bond. When, in the opinion of the Engineer, portions of the structure appear to be overloaded, it shall be the Contractor's responsibility to prove otherwise or the Contractor shall follow the instructions of the Engineer in connection with reduction of the loads.

1.5 PROJECT RECORD DOCUMENTS:

A. Maintain at job site, one copy of:

1. Contract drawings
2. Specifications.
3. Addenda.
4. Reviewed shop drawings.
5. Record drawings
6. Change orders.
7. Other modifications to Contract.
8. Field test records
9. Approved material samples and color schedule

B. Store documents apart from documents used for construction.

C. File documents in accordance with Project Filing Format of Uniform Construction Index

D. Maintain documents in clean, dry, legible condition

- E Do not use record documents for construction purposes.
  - F. Make documents available at all times for inspection by Engineer and Owner
  - G. Marking Devices: Provide red pen or red pencil for all markings.
  - H Recording:
    - 1 Keep record documents current
    - 2 Do not permanently conceal any work until required information has been recorded.
    - 3 Contract Drawings: Legibly mark to record actual construction.
      - a. Field changes of dimension and detail.
      - b. Changes made by Change Order or Field Order
      - c. Details not on original contract drawings
    - 4 Specifications and Addenda: Legibly mark up each section to record:
      - a. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
      - b. Changes made by Change Order or Field Order
      - c. Other matters not originally specified.
    - 5 Shop Drawings: Maintain as record documents; legibly annotate drawings to record changes made after review.
- 16 TRANSPORTATION AND HANDLING:
- A Transport all materials and equipment on legally approved conveyances as required or recommended by the respective manufacturer or supplier
  - B Receive and handle all materials and equipment, at the project site, by conveyances or methods as recommended by the respective manufacturer or supplier
  - C Coordinate delivery of equipment or materials when two or more trades contractors or suppliers are involved.
  - D Remove from the site any material or item of equipment damaged during the transportation or handling process, and immediately replace at no additional cost to the Owner
- 17 STORAGE AND PROTECTION:
- A Store all material and equipment as recommended by the respective manufacturer or supplier, including the following minimum requirements.

- B Upon receipt of such materials and equipment, check, distribute, store and safeguard in a clean, dry and ventilated location.
- C Maintain all storage areas in a clean and orderly condition at all times
- D Replace any material or item of equipment damaged, due to inadequate storage protection, and immediately replace at no additional cost to the Owner.

1.8 CONTRACTOR USE OF PREMISES:

- A. Confine operations at site to areas permitted by:
  - 1 Law.
  - 2 Ordinances
  - 3 Permits.
  - 4 Contract Documents
- B Do not unreasonably encumber site with materials or equipment
- C Do not load structure with weight that will endanger structure
- D Assume full responsibility for protection and safekeeping of products stored on premises.
- E Move any stored products which interfere with operations of Owner or other Contractor.
- F Obtain and pay for use of additional storage or work areas needed for operations
- G Limit use of site for work and storage within the confines of the Project Limit Line

1.9 OWNER OCCUPANCY:

- A The Owner will be occupying this facility during the work of this contract
- B All work must be scheduled to allow the least interference with the normal operation of the existing facility. Schedule must be arranged to meet the approval of the Owner.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01010

**SECTION 01200 - PROJECT MEETINGS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the specification are a part of this section, which shall consist of all labor, equipment and materials necessary to complete all project meetings work indicated on the drawings, herein specified, or both.
- B. Related Requirements Specified Elsewhere:
  - 1. Pre-Bid Conferences: Instructions to Bidders.
  - 2. Summary of Work: Section 01010.
  - 3. Project Record Documents: Section 01010.
  - 4. Construction Schedules: Section 01300.
  - 5. Progress Reports: Section 01300.
  - 6. Shop Drawings, Project Data and Samples: Section 01300.

**1.2 PRE-CONSTRUCTION MEETING: (By Engineer)**

- A. Scheduled within 15 days after Date of Notice to Proceed
- B. Attendance:
  - 1. Owner or representative(s)
  - 2. Engineer and his Consultants
  - 3. Contractor
  - 4. Major Sub-Contractors
  - 5. Safety Representatives

**C. Minimum Agenda:**

- 1. Drawings & specifications review
- 2. Relationship and coordination of contractors
- 3. Designation of responsible personnel
- 4. List of major subcontractors – distribute and discuss.
- 5. Tentative construction schedule - distribute and discuss
- 6. Processing of field decisions and Change Orders.
- 7. Adequacy of distribution of Contract Documents.
- 8. Submittal of shop drawings, project data and samples
- 9. Procedures for maintaining Record Documents
- 10. Use of Premises:
  - a. Office and storage areas.
  - b. Sanitation facilities

- c. Owner's requirements
- 11 Major equipment deliveries and priorities.
- 12. Critical work sequence.
- 13. Safety and first-aid procedures
- 14 Security procedures.
- 15. Housekeeping procedures.
- 16 Procedure for Project Closeout, including "Punch List" preparation and substantial completion requirements.
- 17 Project meetings.

**1.3 PROGRESS MEETINGS: (By Contractor)**

- A. Schedule and administer progress meetings
  - 1 Prepare agendas.
  - 2 Distribute written notice and agendas of Regular and Called Meetings three (3) days in advance of meeting date.
  - 3. Make physical arrangements for meetings.
  - 4. Preside at meetings
  - 5. Record minutes; include significant proceedings and decisions
  - 6. Distribute copies of minutes to participants, within three (3) days after meetings.
- B. Schedule Regular Meetings on a day and time agreeable to all parties.
- C. Hold Called Meetings as progress of Work dictates.
- D Location of meetings as indicated in notice
  - 1 Attendance:
    - a. Owner, or representative(s) when required.
    - b. Engineer (and his Consultants, as required).
    - c. Contractor.
    - d. Subcontractors as pertinent to agenda.
    - e. Safety Representative.
  - 2. Minimum Agenda:
    - a Review, approve minutes of previous meeting.
    - b Review Work progress since last meeting.
    - c Note field observations, problems and decisions
    - d Identify problems which impede planned progress
    - e. Review off-site fabrication problems
    - f Develop corrective measures and procedures to regain planned schedule
    - g. Revise Construction Schedule as indicated
    - h. Plan progress during next work period.
    - i Coordinate projected progress with other Contractors.
    - j Review submittal schedules, expedite as required to maintain schedule.
    - k. Maintaining of quality and work standards.

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- I. Review changes proposed by Owner for:
  - i. Effect on Construction Schedule
  - ii. Effect on Completion Date
- a. Complete other current business.
- b. Review Project Closeout procedures

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01200

## SECTION 01300 - SUBMITTALS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A This section shall consist of all labor, equipment and materials necessary to complete all submittal work indicated on the drawings, herein specified, or both.

#### 1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A Post Bid Information - See Instructions to Bidders.
- B Certifications and Special Guarantees - See individual specification sections.
- C Submittals with Progress Payments - See General and Supplementary Conditions
- D Submittals required for Contract Closeout - Section 01700

#### 1.3 PRIOR TO START OF WORK

- A Post Bid Information.
- B Bonds as required
- C Insurance Certificates and AIA Document G705 (Certificate of Insurance).
- D Copy of Permit

#### 1.4 PROGRESS SCHEDULE

- A Submit schedule to the Engineer within two weeks after the award of the contract, which shall include time of the start and completion of each section of the work and the anticipated monthly amount of the work in each section. The schedule shall be in bar-graph form and coincide with the Schedule of Values. Cause of failure to meet the time schedule on any section by one week shall be accounted for the Engineer in writing with a copy for the Owner. Submit two copies of this schedule to the Engineer with the monthly requisition for payment. Mark with red pencil to indicate progress to date in each category. The Engineer reserves the right to indicate when and where any work in any portion of this contract shall be undertaken, suspended, or completed.

#### 1.5 SCHEDULE OF VALUES

- A. Within two weeks of the award of the contract, submit a detailed Schedule of Values of the project by technical specification section, and coordinated with the Progress Schedule.
- B. Include in the Schedule, a sum for each section of the specification. Do not exclude Division 1. (In fact, incorporate General Conditions and its related items as part of Section 01010.)
- C. Each item in the Schedule of Values shall include its proper share of overhead and profit. This schedule, when approved by the Engineer, shall be used only as a basis for the Contractor's Applications for Payment.

16 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Shop drawings, product data and samples shall be dated and contain: name of project; description or names of equipment, materials and items; and complete identification of locations at which materials or equipment are to be installed.
- B. Submission of shop drawings, product data and samples shall be accompanied by transmittal letter, in duplicate, containing project name, Contractor's name, number of drawings and samples, titles and other pertinent data.
- C. It is the responsibility of the Contractor to check all dimensions and details on shop drawings, before submission to the Engineer, reject same if necessary and only forward to the Engineer shop drawings which he is reasonably certain fulfill the requirements of the contract documents and the work. The approval of shop drawings by the Engineer shall be general only in character and not mean dimensions on drawings have been checked, and will in no way relieve the Contractor of the responsibility for proper fitting and construction of the work, nor from the necessity of furnishing materials or doing the work required by the drawings and/or specifications, which may not be indicated on the shop drawings when approved. All shop drawings shall be checked by the Contractor, and must bear the Contractor's stamp of approval; drawings submitted without this stamp of approval will not be considered.
- D. Submit three (3) prints of each drawing, including fabrication, erection, layout and setting drawings, and such other drawings as required under various sections of the specifications until final approval is obtained. Submit copies of manufacturer's descriptive data including catalog sheets for materials, equipment and fixtures, showing dimensions, performance characteristics and capacities, wiring diagrams and controls, schedules and other pertinent information as required.
- E. Contractor is responsible for obtaining and distributing prints of shop drawings as necessary after as well as before final approval.
- F. Within 15 calendar days after receipt of the approved shop drawings, catalog cuts, equipment sheets or other material descriptive data, submit to the Engineer a copy of the order confirmation of the respective material(s), items(s) or

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equipment Such confirmation must include: (1) name of supplier; (2) date of order, name, description and quantity of material(s), item(s) or equipment.

- G. Maintain a complete file of all shop drawings at the job site until completion of the project
- H. Submit to the Engineer samples of all materials for approval, as requested.

#### I 7 RECORD DRAWINGS

- A. Prior to the start of construction, the Engineer shall deliver to the Contractor, a complete set of reproducible transparencies for the purpose of maintaining record drawings.
- B. Maintain the drawings in a safe, dry location during the entire construction process. The Contractor, together with all his subcontractors, shall indicate clearly and accurately, any and all changes necessitated by field conditions. In addition, accurately maintain dimensions locating all pipes, ducts, etc. built into or under concrete slabs or masonry walls including elevations, inverts, etc.
- C. With each monthly requisition, send certification, signed by the Contractor's Superintendent and Owner's Field Representative, that the drawings are being maintained accurately and currently. At the completion of the project, return the drawings to the Engineer, along with certification that the documents are complete in that they represent the true constructed conditions.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01300

## SECTION 01500 - CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This section shall consist of all labor, equipment and materials necessary to complete all temporary facilities work indicated on the drawings, herein specified, or both

#### 1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Safety Requirements - See Section 01010

#### 1.3 EXISTING FACILITIES

##### A. Access and Egress

- 1. Constantly maintain access and egress to and from existing facility in a manner as shown or as approved, so as not to interfere with the facility use

##### B. Temporary Barriers

- 1. Erect temporary barriers, constructed of nylon reinforced heavy gauge polyethylene, so as to separate work areas from the rest of the facility.
- 2. Take extreme care and precautions so as to minimize the transmission of sound and dust from the work area to the utilized and occupied portions of the existing facility

#### 1.4 GUARDRAILS

- A. Comply with OSHA and other governing codes with regard to standards and requirements for guardrails.

#### 1.5 TRASH

- A. Provide sufficient trash receptacles
- B. Collect and deposit debris in such collection facilities
- C. Remove all debris from the job site on a regular basis. Do not allow trash and debris to accumulate in public or occupied areas or remain on site for longer than 48 hours.
- D. Do not deposit trash and debris into Owner's trash receptacles / dumpsters.

16 SANITATION FACILITIES

- A. Use of Owner's designated toilet facilities will be permitted.
- B. Maintain such facilities in a clean, sanitary condition.

17 STORAGE

- A. Storage is available inside buildings
- B. Such storage areas shall be approved by the Owner and Engineer
- C. Maintain such areas in a clean condition at all times.

18 SPECIAL CONTROLS

- A. Maintain premises and properties free from accumulations of waste, debris, and rubbish, caused by operations
- B. Hazard Control
  - 1. Store volatile wastes in covered metal containers, and remove from premises daily.
  - 2. Prevent accumulation of wastes which create hazardous conditions.
  - 3. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
  - 4. Do not burn or bury rubbish and waste materials on project site.
  - 5. Do not dispose of wastes into streams or waterways.
  - 6. Maintain cleaning until project, or portion thereof, is occupied by Owner

19 OTHER TEMPORARY FACILITIES AND CONTROLS

- A. Field or Construction Office
  - 1. Space for a field office is not available within buildings. Provide office trailer, if needed.
- B. Exterior Sign Restrictions
  - 1. Except for necessary safety and warning signs, no other job-site signs are permitted.
- C. Protection of Work-In-Place
  - 1. Thoroughly protect all completed work and all stored materials
  - 2. Provide boards, cloths, planks, waterproof paper, canvas or other approved protection and use as necessary to prevent any damage

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3. Replace or rectify work or materials damaged by workmen, by the elements or by any other cause, to the satisfaction of the Engineer and at no additional expense to the Owner
4. Do not allow workmen, including those of any subcontractor or supplier to mark finish surfaces with marking pens or other such devices which are not readily erasable.

#### 1.10 REMOVAL OF TEMPORARY FACILITIES

- A. Remove all items indicated above and other construction of a temporary nature from the site as soon as the progress of the work will permit (in the opinion of the Engineer).
- B. Recondition the portions of the site so occupied and restore to a condition acceptable to the Engineer.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01500

## SECTION 01700 - CONTRACT CLOSEOUT

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This section shall consist of all labor, equipment, and materials necessary to complete all project closeout work indicated on the drawings, herein specified, or both.
- B. Items Required for Substantial Completion:
1. Compliance certificates.
  2. Warranties and guarantees.
  3. Bonds.
  4. Certificates and affidavits.
  5. Operating and maintenance manuals.
  6. Project record documents.
  7. Extra materials and samples.
  8. Tools and spare parts, as specified.
  9. Requirements for insurance "change-over."
  10. Complete start-up testing of all equipment and verification.
  11. Reports of equipment operational instructions to Owner's personnel.
  12. Final cleaning.
- C. Items Required for Final Completion (Final Acceptance)
1. Completion of Punch List and Substantial Completion requirements.
  2. Submission of "Contractor's Affidavit of Payment of Debts and Claims (G706).
  3. Submission of "Contractor's Affidavit of Release of Liens" (G706A).
  4. Submission of "Consent of Surety Company to Final Payment (G707)
  5. Submission of a "Closeout Letter."
- D. Related Requirements Specified Elsewhere
1. Maintenance of Project Record Documents - Section 01010.
  2. Submittals related to payments - See Supplementary Conditions.
  3. Cleaning for specific projects or work - See specification section for that work.

#### 1.2 PROJECT CLOSEOUT PROCEDURE (Coordinate with General Supplementary Conditions)

- A. STEP NO 1: Substantial Completion.
1. Contractor prepares list ("Punch List")
  2. Contractor submits items specified

- 3 Engineer verifies Punch List, at which time the "list" will be monetized at the rate of 200% of the estimated value of each item, and that amount retained until completed.
4. Engineer prepares Certificate of Substantial Completion

B. STEP NO. 2: Final Completion.

1.3 PROJECT RECORD DOCUMENTS

- A Documents are as specified in Section 01010
- B. Deliver record documents (including final record drawings) to the Engineer.

1.4 OPERATION AND MAINTENANCE DATA

- A Instruct the Owner's personnel with regard to equipment, systems and operating specialties which are installed as part of this work.
- B. Submit brochures indicating operating instructions and maintenance schedules for all equipment, systems, operating devices and specialties
- C. Submit detail maintenance methods and schedules for all materials and equipment provided in this project.

1.5 GUARANTEES, BONDS, AFFIDAVITS AND CERTIFICATIONS

- A In addition to the warranty and guarantee requirements of the General Conditions, provide all other guarantees, bonds, affidavits and certification required throughout these specifications.

1.6 FINAL CLEANING

- A At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all equipment and areas of work.
- B. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- C Use cleaning materials only on surfaces recommended by cleaning material manufacturer.
- D. Employ experienced workmen or professional cleaners, for final cleaning.
- E Repair, patch and touch-up marred surfaces to specified finish, to match adjacent surfaces

1.7 FINAL PUNCH LIST

Cannon Building  
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- A In conjunction with the final payment procedure of the Supplementary Conditions, a final site observation of the entire project will be conducted, at a mutually agreeable time, by the Owner, Contractor and Engineer

1.8 CLOSE OUT LETTER

- A. Upon final completion, submit a letter to the Engineer verifying the following:
1. All work under the contract is now complete.
  2. All work is in accordance with the contract documents.
  3. All work has been accepted by all authorities.
  4. We are prepared to guarantee the work in accordance with the contract documents.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01700

SECTION 16010 - GENERAL

PART 1 - GENERAL

1 1 SUMMARY

- A This Section includes the following:

1. Work that applies to all sections of DIVISION 16

1 2 RELATED DOCUMENTS

- A. The General Conditions, Supplementary Conditions, and applicable portions of Division 1 of the specification are part of Division 16 which shall consist of all labor, equipment, materials and other costs necessary to complete all ELECTRICAL MATERIALS AND METHODS work indicated on the drawings, herein specified or both.

1 3 DEFINITIONS

- A. Provide: Furnish and install  
B. Wiring: Wire, raceways, boxes and fittings

1 4 PERMITS AND FEES

- A. Obtain all permits for the work of this section  
B. Pay all fees including FINAL INSPECTION FEES

1 5 SUBMITTALS

- A. Product Data: For each product indicated  
B. Shop Drawings: Wiring and connection diagrams  
C. Manufacturers: Where the drawings or specifications list specific brands or catalog numbers, only these products may be used unless the words: "or approved equal" or "but are not limited to" are included.  
D. Limitations of approval: The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Engineer in writing of such deviation, in a separate cover letter on Contractor's letterhead, at the time of submittal and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility

for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Engineer's approval thereof.

- E. Contractor's responsibility: It is the responsibility of the Contractor to check all dimensions and details on shop drawings, before submission to the Engineer, reject same if necessary and only forward to the Engineer shop drawings which he is reasonably certain fulfill the requirements of the contract documents and the work. The approval of shop drawings by the Engineer shall be general only in character and not mean dimensions on drawings have been checked, and will in no way relieve the Contractor of the responsibility for proper fitting and construction of the work, nor from the necessity of furnishing materials or doing the work required by the drawings and/or specifications, which may not be indicated on the shop drawings when approved. All shop drawings shall be checked by the Contractor, and must bear the Contractor's stamp of approval; drawings submitted without this stamp of approval will not be considered.
- F. Samples: Provide all samples requested by the Engineer.
- G. Record of Addenda and Change Orders: To avoid overlooking addenda and change order modifications, mark all changes on all copies of drawings and specifications, in a manner acceptable to the Engineer. One method of accomplishing this is to make copies and tape them on the back of the preceding page (tape all edges) Also, circle the changed area and note: see addenda #1, etc. If whole pages or sheets change, either remove the superseded document or put a bold "X" through it.
- H. Record Drawings: Owner's record drawings shall be updated as the project progresses. Maintain documents in a safe, dry location. Indicate clearly and accurately any changes necessitated by field conditions and dimension all raceways built into or under concrete slabs or buried under ground.
- I. Manuals: Provide three (3) bound sets of all shop drawings.
- J. Letter of Confirmation: Include in the above manuals a letter confirming that the following items have been completed.
  - 1. As-built electrical drawings have been completed and submitted.
  - 2. All required shop drawings have been submitted and approved.
  - 3. The entire installation has been accepted by all authorities.

#### 1.6 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Do all wiring and provide all equipment in accordance with the prevailing issue of the National Electrical Code, State Building Code, State Fire Code, OSHA and any additional local rules or requirements.

- C. Obtain and pay for all necessary permits, certificates, reviews, etc. Present satisfactory proof of final inspection and approval by all inspection authorities.
- D. Consider the most current edition (as of the date of this specification) of the following Industry Standards as minimum requirements for all materials, equipment and systems where such standards are established for materials in question:
  - 1 National Board of Fire Underwriters
  - 2 National Electrical Manufacturers Association
  - 3 National Fire Protection Association
  - 4 Institute of Electrical and Electronic Engineers
  - 5. Local Electric Utility Company
  - 6. Local Telephone Company
  - 7. A nationally recognized testing laboratory (UL, ETL, etc )
  - 8. Factory Mutual
  - 9. Americans with Disabilities Act
  - 10 American National Standards Institute
  - 11. TIA/EIA
  - 12 BICSI TDDM
- E. Where applicable, this installation shall comply with the most recent edition of the following NECA (National Electrical Contractors Association) "National Electrical Installation Standards." Except, if there is a conflict between this specification and these standards, the requirements of this specification shall prevail.
  - 1 NECA 1 Standard Practices for Good Workmanship in Electrical Contracting

#### 1.7 COORDINATION

- A. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the Work

#### 1.8 SCHEDULING AND SHUTDOWNS:

- A. All work must be scheduled to allow the least interference with the normal operation of the existing facility. Schedule must be arranged to meet the approval of the Owner. All shutdowns must be approved by the Owner.
- B. All building services (power, fire alarm, telephone, lighting, emergency lighting, exit signs, etc ) must remain in operation during full period of construction.

#### 1.9 CHANGE ORDERS/PROPOSAL REQUESTS:

- A. Refer to DIVISION 1 of these specifications and add the following:
- B. During the course of construction, changes in the work may occur. When a significant change is to be made, a Proposal Request will be issued.

- C. Provide a complete cost breakdown when responding to each Proposal Request
- D. Each item of work to be priced separately
- E. Each line item to be broken down including quantities and listing separately labor and material.
- F. Both credits and extras shall be separately and clearly quantified.
- G. Allowances for overhead and profit shall be as listed in the supplementary conditions
- H. If you become aware of a field condition, code requirement, error, or omission that you feel should result in a change to the work, please contact the Engineer for discussion. The Engineer may be able to clarify the situation and avoid unnecessary paperwork.

#### 1.10 INSPECTIONS/SITE OBSERVATIONS

- A. The authority having jurisdiction (the State Electrical Inspector) shall be notified at periodic intervals that an inspection is requested. Inspections shall be requested at points of progress, meeting the approval of the inspector and as a minimum include the following:
  - 1. For observation of connections and grounding.
- B. The electrical foreman shall request a meeting with the Engineer within 10 days after the start of electrical construction to assure that there is agreement on the scope of work and to answer questions.
- C. The electrical foreman shall provide assistance to the Engineer during site observations:
  - 1. Describe the progress of the electrical work in detail.
  - 2. Accompany the Engineer on his tour of the site, upon request
  - 3. Remove panel trims, junction box covers, etc. for observation of the work, upon request
  - 4. Provide use of project drawings, specifications and shop drawings.

#### 1.11 GUARANTEES/WARRANTIES:

- A. Refer to Division 1 of these specifications and add the following:
- B. A minimum warrantee time of one year from date of acceptance by the Engineer.
- C. The Owner reserves the right to make appropriate modifications or extensions of systems and equipment furnished under this contract during the guarantee/warranty period without "voiding" or modifying the guarantee/warranty of equipment and wiring installed under this contract. If manufacturer voids guarantee, it shall not relieve this contractor of his responsibilities for guarantee/warranty period.

#### 1.12 MISCELLANEOUS

- A. Provide all systems complete. Drawings and Specifications form complementary requirements; provide work specified and not shown, and work shown and not specified as though explicitly required by both.
- B. Although work is not specifically shown or specified, provide supplementary or miscellaneous items, appurtenances, devices and materials obviously necessary for a sound secure and complete installation
- C. All wiring and connections to be done with associated circuit de-energized

#### PART 2 - PRODUCTS

##### 2.1 MATERIALS - General:

- A. All materials and equipment to be new unless specifically stated otherwise.
- B. Materials and equipment shall be suitable for their intended use and for the environment in which they are installed. For example, equipment located outside shall be weatherproof and constructed of materials that will not rust. This includes brackets, screws, etc.
- C. Coordinate all dimensions to make sure that boxes, raceways, equipment, fixtures, etc., fit properly in the finished construction. If special provisions, such as shallow boxes, are required, they shall be provided at no increase in contract price, regardless of catalog numbers listed in contract documents or on shop drawings.
- D. As it is not practical to enumerate in these specifications (or show on the drawings) all details of fittings and accessory equipment required for proper operation of the various electrical systems herein described, it is understood that they will be supplied without extra compensation. Provide all fittings, terminations, relays, components of panels and equipment, etc., needed for the best performance possible at the present state-of-the-art

#### PART 3 - EXECUTION

##### 3.1 ELECTRICAL EQUIPMENT INSTALLATION

- A. If mounting heights or other location criteria are not indicated, arrange and install components so as to allow for safe personnel movement and maintenance access.
- B. Materials and Components: Install level, plumb, and parallel and perpendicular to other building systems and components, unless otherwise indicated

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- C. Equipment: Install to facilitate service, maintenance, and repair or replacement of components. Connect for ease of disconnecting, with minimum interference with other installations

### 3.2 LAYOUTS

- A. The electrical system layouts indicated are generally diagrammatic and locations of outlets and equipment are approximate only. Exact routing of wiring and locations of outlets and equipment shall be governed by structural conditions and obstructions.

END OF SECTION 16010

## SECTION 16060 - GROUNDING AND BONDING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A This Section includes methods and materials for grounding systems and equipment

#### 1.2 SUBMITTALS

- A Product Data: For each type of product indicated.

#### 1.3 QUALITY ASSURANCE

- A Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B Comply with UL 467 for grounding and bonding materials and equipment

### PART 2 - PRODUCTS

#### 2.1 CONDUCTORS

- A Copper wire or cable, type THHN-THWN, insulated for 600 V.
- B Comply with NEMA WC 70

#### 2.2 CONNECTORS

- A Listed and labeled by a nationally recognized testing laboratory acceptable to authorities having jurisdiction for applications in which used, and for specific types, sizes, and combinations of conductors and other items connected.
- B Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 10 AWG and smaller, and stranded conductors for No. 8 AWG and larger, unless otherwise indicated

3.2 EQUIPMENT GROUNDING

- A. Install green insulated equipment grounding conductors in all underfloor raceway circuits and their extensions

3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

END OF SECTION 16060

## SECTION 16120 - CONDUCTORS AND CABLES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A This Section includes the following:
  - 1. Wires and cables rated 600 V and less
  - 2. Connectors splices, and terminations rated 600 V and less.

#### 1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.

#### 1.3 QUALITY ASSURANCE

- A Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use
- B Comply with NFPA 70.

### PART 2 - PRODUCTS

#### 2.1 CONDUCTORS AND CABLES

- A Conductor Insulation: Comply with NEMA WC 70 for Types THHN-THWN.

#### 2.2 CONNECTORS AND SPLICES

- A Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1 AFC Cable Systems, Inc
  - 2 Hubbell Power Systems, Inc.
  - 3 O-Z/Gedney; EGS Electrical Group LLC
  - 4 3M; Electrical Products Division:
  - 5 Tyco Electronics Corp.
  - 6 Thomas & Betts
- B Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Branch Circuits: Copper.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Branch Circuits Concealed in Concrete, below Slabs-on-Grade and Underground: Type THHN-THWN, single conductors in raceway

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values
- B. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway
- C. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated use those specified in UL 486A and UL 486B.
- D. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

3.4 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
  - 1 Perform visual and mechanical inspections stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
- C. Remove and replace malfunctioning units and retest as specified above.

END OF SECTION 16120

**Additions and Deletions Report for  
AIA® Document A201™ – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

Underfloor Raceway Water Damage Remediation  
Cannon Building  
3 Capitol Hill  
Providence, RI

State of Rhode Island and Providence Plantations

*(Name, legal status and address)*  
Gaskell Associates, a Division of Thielsch Engineering  
1341 Elmwood Avenue  
Cranston, RI 02910

**Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Joshua Barrette, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:51:07 on 05/26/2011 under Order No 5373699869\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report

\_\_\_\_\_  
*(Signed)*

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

\_\_\_\_\_  
*(Dated)*

# UNDERFLOOR RACEWAY WATER DAMAGE REMEDICATION CANNON BUILDING

3 CAPITOL HILL  
PROVIDENCE, RI

MAY 2011

**ENGINEER:**

**Gaskell Associates**  
A Division of Thelsach Engineering  
1341 Elmwood Avenue | 120 Maple Street, Ste. 304  
Cranston, RI 02910 | Springfield, MA 01103  
Tel: (401) 781-4000 Fax: (401) 781-1411

SCHEDULE OF DRAWINGS	
NO. OF SHEETS	11
DATE	11/10/09
BY	THLSACH ENGINEERING
FOR	THLSACH ENGINEERING
PROJECT	CANNON BUILDING



**GENERAL NOTES:**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
2. CONFORM TO ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.
3. CONFORM TO ALL APPLICABLE CITY ORDINANCES.
4. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL PERMITS DEPARTMENT.
5. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
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7. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).

**SYMBOL LIST:**

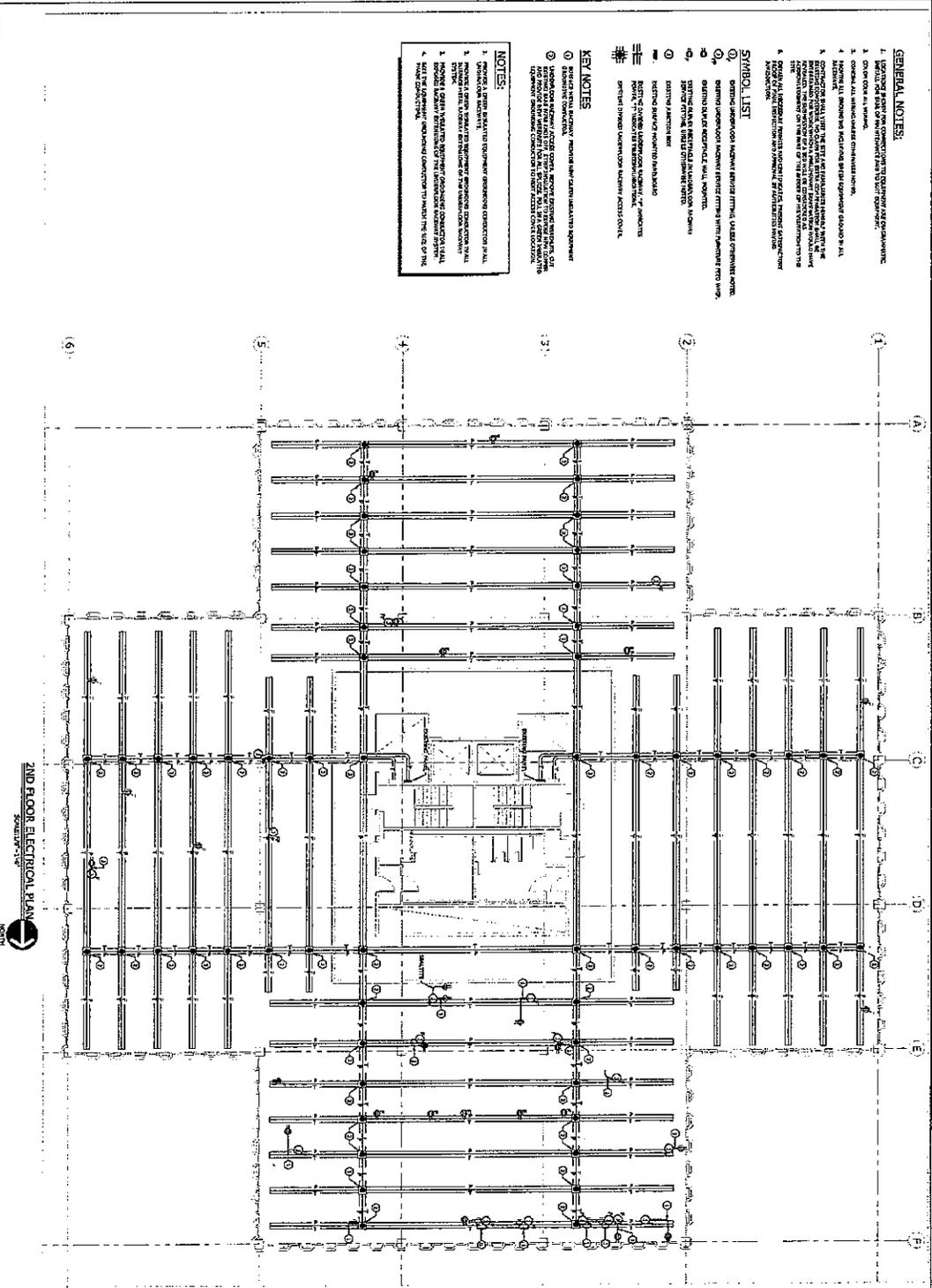
- 1. 120V SINGLE PHASE BRANCHED CIRCUIT, LIGHTS, GENERAL PURPOSE
- 2. 240V SINGLE PHASE BRANCHED CIRCUIT, GENERAL PURPOSE
- 3. 240V SINGLE PHASE BRANCHED CIRCUIT, HEATING
- 4. 240V SINGLE PHASE BRANCHED CIRCUIT, AIR CONDITIONING
- 5. 240V SINGLE PHASE BRANCHED CIRCUIT, MOTOR
- 6. 240V SINGLE PHASE BRANCHED CIRCUIT, SPECIAL USE
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**KEY NOTES:**

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3. CONFORM TO ALL APPLICABLE CITY ORDINANCES.
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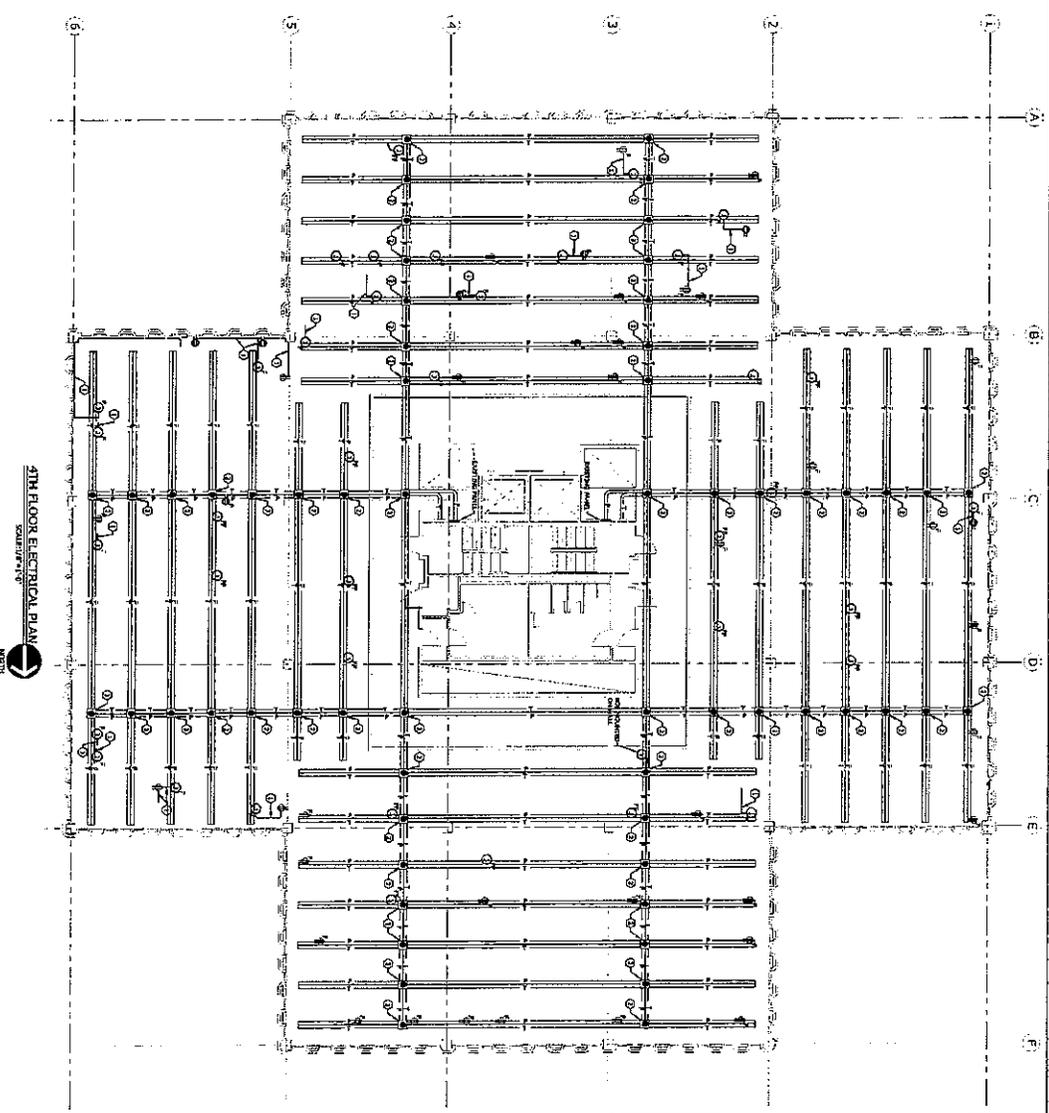


2ND FLOOR ELECTRICAL PLAN  
 NORTH

<b>E12</b>	2ND FLOOR ELECTRICAL PLAN PROJECT: 100100 SCALES NOTED DATE: 05/28/2011	UNDERFLOORWAY WATER DAMAGE REMEDIATION CANNON BUILDING 3 CAPITOL HILL PROVIDENCE, RI 02908	REVISIONS: _____ _____ _____	<p><b>Gaskell Associates</b>                  A Division of Thelack Engineering                  123 Maple Street, Suite                  Cranston, RI 02910 Springfield, MA 01111</p>
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- GENERAL NOTES:**
1. INSTALLATION SHALL BE CONFORMANT TO APPLICABLE REGULATIONS.
  2. CONDUIT SHALL BE RIGID UNLESS OTHERWISE NOTED.
  3. CONDUIT SHALL BE VENTILATED THROUGH ROOF.
  4. PROVIDE ALL ACCESSIBLE INCLUDING MAIN EQUIPMENT ENCLOSURE IN ALL ROOMS.
  5. PROVIDE ALL ACCESSIBLE INCLUDING MAIN EQUIPMENT ENCLOSURE IN ALL ROOMS.
  6. PROVIDE ALL ACCESSIBLE INCLUDING MAIN EQUIPMENT ENCLOSURE IN ALL ROOMS.
  7. PROVIDE ALL ACCESSIBLE INCLUDING MAIN EQUIPMENT ENCLOSURE IN ALL ROOMS.
  8. PROVIDE ALL ACCESSIBLE INCLUDING MAIN EQUIPMENT ENCLOSURE IN ALL ROOMS.
  9. PROVIDE ALL ACCESSIBLE INCLUDING MAIN EQUIPMENT ENCLOSURE IN ALL ROOMS.
  10. PROVIDE ALL ACCESSIBLE INCLUDING MAIN EQUIPMENT ENCLOSURE IN ALL ROOMS.
- SYMBOL LIST:**
- 1/2" RIGID PVC CONDUIT
  - 3/4" RIGID PVC CONDUIT
  - 1" RIGID PVC CONDUIT
  - 1 1/2" RIGID PVC CONDUIT
  - 2" RIGID PVC CONDUIT
  - 3" RIGID PVC CONDUIT
  - 4" RIGID PVC CONDUIT
  - 6" RIGID PVC CONDUIT
  - 8" RIGID PVC CONDUIT
  - 12" RIGID PVC CONDUIT
  - 18" RIGID PVC CONDUIT
  - 24" RIGID PVC CONDUIT
  - 30" RIGID PVC CONDUIT
  - 36" RIGID PVC CONDUIT
  - 42" RIGID PVC CONDUIT
  - 48" RIGID PVC CONDUIT
  - 54" RIGID PVC CONDUIT
  - 60" RIGID PVC CONDUIT
  - 66" RIGID PVC CONDUIT
  - 72" RIGID PVC CONDUIT
  - 78" RIGID PVC CONDUIT
  - 84" RIGID PVC CONDUIT
  - 90" RIGID PVC CONDUIT
  - 96" RIGID PVC CONDUIT
  - 102" RIGID PVC CONDUIT
  - 108" RIGID PVC CONDUIT
  - 114" RIGID PVC CONDUIT
  - 120" RIGID PVC CONDUIT
  - 126" RIGID PVC CONDUIT
  - 132" RIGID PVC CONDUIT
  - 138" RIGID PVC CONDUIT
  - 144" RIGID PVC CONDUIT
  - 150" RIGID PVC CONDUIT
  - 156" RIGID PVC CONDUIT
  - 162" RIGID PVC CONDUIT
  - 168" RIGID PVC CONDUIT
  - 174" RIGID PVC CONDUIT
  - 180" RIGID PVC CONDUIT
  - 186" RIGID PVC CONDUIT
  - 192" RIGID PVC CONDUIT
  - 198" RIGID PVC CONDUIT
  - 204" RIGID PVC CONDUIT
  - 210" RIGID PVC CONDUIT
  - 216" RIGID PVC CONDUIT
  - 222" RIGID PVC CONDUIT
  - 228" RIGID PVC CONDUIT
  - 234" RIGID PVC CONDUIT
  - 240" RIGID PVC CONDUIT
  - 246" RIGID PVC CONDUIT
  - 252" RIGID PVC CONDUIT
  - 258" RIGID PVC CONDUIT
  - 264" RIGID PVC CONDUIT
  - 270" RIGID PVC CONDUIT
  - 276" RIGID PVC CONDUIT
  - 282" RIGID PVC CONDUIT
  - 288" RIGID PVC CONDUIT
  - 294" RIGID PVC CONDUIT
  - 300" RIGID PVC CONDUIT
- KEY NOTES:**
1. PROVIDE ALL ACCESSIBLE INCLUDING MAIN EQUIPMENT ENCLOSURE IN ALL ROOMS.
  2. PROVIDE ALL ACCESSIBLE INCLUDING MAIN EQUIPMENT ENCLOSURE IN ALL ROOMS.
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  9. PROVIDE ALL ACCESSIBLE INCLUDING MAIN EQUIPMENT ENCLOSURE IN ALL ROOMS.
  10. PROVIDE ALL ACCESSIBLE INCLUDING MAIN EQUIPMENT ENCLOSURE IN ALL ROOMS.



4TH FLOOR ELECTRICAL PLAN  
SCALE: 1/8" = 1'-0"

<p><b>E1.4</b></p> <p>SHEET 02</p>	<p>4TH FLOOR ELECTRICIAN</p>	<p>UNDERFLOORWAY WATER DAMAGE REMEDIATION</p>	<p>REVISIONS:</p>	<p><b>Gaskell Associates</b> A Division of Thibault Engineering</p> <p>10 Elmwood Avenue 120 High Street, Suite Gaston, RI 02840 Springfield, MA 01103</p>
	<p>PROJECT: PROJECT SCALE: AS NOTED DATE: 05/26/2011</p>	<p>OWNER: GHWESD CHK. BY: JZF</p>	<p>OWNER: GHWESD CHK. BY: JZF</p>	