

# SOLICITATION INFORMATION

April 4, 2012

RFQ #7449607

**TITLE: Remove Damaged Floor and replace First Floor Only  
at the New Residence Hall – RIC.**

**CLOSING DATE AND TIME: 5/3/12 @ 2:00 PM (EST)**

**PRE-BID / PROPOSAL CONFERENCE: YES DATE: 4/19/12 @ 10:00 AM (EST)**

**MANDATORY: NO**

**LOCATION: Rhode Island College  
600 Mt. Pleasant Ave, Providence RI 02908  
Please report to Physical Plant Office**

**SURETY REQUIRED: YES**

**BOND REQUIRED: YES**

**Questions concerning this solicitation may be emailed to [gary.mosca@purchasing.ri.gov](mailto:gary.mosca@purchasing.ri.gov) no later than 4/09/12 @ 12:00 NOON (EST). 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**

**GARY P. MOSCA  
BUYER**

**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**

State Req. #1260114

Purchaser: The Department of Administration, Division of Purchases  
One Capitol Hill, Providence, RI 02908

Owner: State of Rhode Island Board of Governors for Higher Education  
301 Promenade Street, Providence, RI 02908

Architect: The Robinson Green Beretta Corporation  
50 Holden Street, Providence, RI 02908

Project: RIC Residence Hall  
Rhode Island College  
Mount Pleasant Avenue  
Providence, Rhode Island

Completion Time : **On or before 6/14/12**

General or Trade Contractors are invited to submit an offer under seal to the Department of Administration, Division of Purchases One Capitol Hill, Providence, RI 02908 for construction of the above Project, on or before:

**Time: 2:00 PM (EST), Date: MAY 3<sup>RD</sup>, 2012.**

**NOTE: Complete details of the scope of work are available in a download on the Rhode Island Division of Purchases website at: [www.purchasing.ri.gov](http://www.purchasing.ri.gov) (labeled with the issue date of this Solicitation Information document), which includes the Project Drawings and the Project Manual.**

Bidders will be required to provide Bid security in the form of a Bid Bond, or a certified check, payable to the STATE OF RHODE ISLAND in the amount of a sum no less than 5 percent of the Bid Price

**The Owner will hold a NON-MANDATORY pre-bid conference at RIC- 600 Mt. Pleasant Ave. Providence RI 02908. Please report to Physical Plant Office.**

**Time: 10:00 AM (EST), Date: April 19<sup>th</sup>, 2012.**

Refer to Document 00200 - Instructions to Bidders, for other Bidding requirements  
Bidder's attention is referred to State requirements pertaining to conditions of employment to be observed, including the Equal Employment Opportunity Act, and requirements that 10 percent of the dollar value of the work must be performed by Minority Business Enterprises, and wage rates to be paid under the Contract for this Project must be in accordance with those prevailing wages on file at the Rhode Island Department of Labor, Office of the Director  
Bidders are subject to the terms, conditions, and provisions of Chapters 2, 12, 13, and 14 1 of Title 37, general laws of the State of Rhode Island, 1956 as amended

The Division of Purchases reserves the right to accept or reject any or all offers

**Gary P. Mosca**  
Buyer

**END OF DOCUMENT**

**ARTICLE 3 BIDDING DOCUMENTS****3.1 COPIES**

3.1.1 Delete in its entirety, and substitute the following:

**NOTE: Complete details of the scope of work are available in a download on the Rhode Island Division of Purchases website at: [www.purchasing.ri.gov](http://www.purchasing.ri.gov) (labeled with the issue date of this Solicitation Information document), which includes the Project Drawings and the Project Manual.**

3.1.2 Delete in its entirety, without substitution

**ARTICLE 5 - CONSIDERATION OF BIDS**

Add the following to 5.3.1.1

**5.3.1.1** Minority Business Enterprises: Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the State reserves the right to apply additional consideration to offers, and to direct awards to Bidders other than the responsive Bid representing the lowest price where:

- .1 the offer is fully responsive to the terms and conditions of the request;
- .2 the offer is determined to be within a competitive range (not to exceed 5 percent higher than the lowest responsive price offer) for the product or service;
- .3 the firm making the offer has been certified by the State of Rhode Island Department of Economic Development to be a small business concern meeting criteria established to be a Minority Business Enterprise.

**ARTICLE 6 - POST-BID INFORMATION**

6.2 Delete in its entirety, without substitution

Add the following section 6.3.1.4

**6.3.1.4.** Submittals: The name of persons or entities and dollar value of subcontract work to be performed by Minority Business Enterprises in accordance with the State's requirements that 10% of the dollar value of the work be performed against contracts for construction exceeding \$5,000.00 shall be performed by Minority Business Enterprises where it has been determined that subcontract opportunities exist, and where Minority Business Enterprises are available. A contractor may count toward its MBE, DBE or WBE goals 60% of its expenditures for materials and supplies required under contract and obtained from MBE, DBE or WBE regular manufacturer. Awards of this type shall be subject to the approval, by the Director of Administration, of a Subcontracting Plan submitted by the Bidder receiving the award.

**ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND**

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

- 7.1 1 The Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds must be secured through a surety company licensed to do business in the State of Rhode Island. Their costs shall be included in the Bid.
- 7.2 1 Delete in its entirety, and substitute the following:
  - 7.2 1 The Bidder shall deliver the required bonds to the Owner prior to the date of execution of the contract
- 7.2 3 Delete and substitute the following:
  - 7.2 3 The bonds shall be dated before the date of the Contract.

**END OF DOCUMENT**

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- .2 the offer is determined to be within a competitive range (not to exceed 5 percent higher than the lowest responsive price offer) for the product or service;
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  - 7.2.1 The Bidder shall deliver the required bonds to the Owner prior to the date of execution of the contract.
- 7.2.3 Delete and substitute the following:
  - 7.2.3 The bonds shall be dated before the date of the Contract.

**END OF DOCUMENT**

PROJECT MANUAL

# RHODE ISLAND COLLEGE

## NEW RESIDENCE HALL FLOORING



600 Mount Pleasant Avenue  
Providence, Rhode Island  
02908

February 6, 2012

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50 Holden Street · Providence, RI 02908 · Tel: (401) 272-1730 · Fax: (401) 273-7156  
[www.rgb.net](http://www.rgb.net)

*Architecture · Engineering · Interior Design*

RGB

## INTRODUCTORY DOCUMENTS

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00410 BID FORM  
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00610 PERFORMANCE BOND AND  
PAYMENT BOND  
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00800 SUPPLEMENTARY CONDITIONS  
00820 PREVAILING WAGE RATES

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01400 Quality Requirements  
01445 IAQ Testing Procedures  
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## DIVISION 3 - CONCRETE

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## DIVISION 6 – WOOD AND PLASTICS

06400 Architectural Woodwork

## DIVISION 9 - FINISHES

09650 Resilient Flooring

BID # \_\_\_\_\_

State Req. # \_\_\_\_\_

Purchaser: The Department of Administration, Division of Purchases  
One Capitol Hill, Providence, RI 02908

Owner: State of Rhode Island Board of Governors for Higher Education  
301 Promenade Street, Providence, RI 02908

Architect: The Robinson Green Beretta Corporation  
50 Holden Street, Providence, RI 02908

Project: RIC Residence Hall  
Rhode Island College  
Mount Pleasant Avenue  
Providence, Rhode Island

Completion Time : On or before

General or Trade Contractors are invited to submit an offer under seal to the Purchaser at the above address, for construction of the above Project, on or before:

Time: \_\_\_\_\_ (a.m./p.m.), Date: \_\_\_\_\_ (Purchaser fills in).

Bid Documents may be examined at the office of the Architect, and at the Rhode Island State Building Code Commission, One Capitol Hill, Providence, RI 02908. Bid Documents may be obtained from the office of the Building Code Commission upon receipt of a refundable deposit, by certified check, or money order, payable to the STATE OF RHODE ISLAND in the amount of \$100.00 for each set.

Bid Documents will be available for pick up in person only, between the hours of 8:30 a.m. to 4:00 p.m., from:

Dates: \_\_\_\_\_ to \_\_\_\_\_ (Purchaser fills in).

Bidders will be required to provide Bid security in the form of a Bid Bond, or a certified check, payable to the STATE OF RHODE ISLAND in the amount of a sum no less than 5 percent of the Bid Price.

The Owner will hold a prebid conference at the Residence Hall at the RIC Campus.

Time: \_\_\_\_\_ (a.m./p.m.), Date: \_\_\_\_\_ (Purchaser fills in).

Refer to Document 00200 - Instructions to Bidders, for other Bidding requirements. Bidder's attention is referred to State requirements pertaining to conditions of employment to be observed, including the Equal Employment Opportunity Act, and requirements that 10 percent of the dollar value of the work must be performed by Minority Business Enterprises, and wage rates to be paid under the Contract for this Project must be in accordance with those prevailing wages on file at the Rhode Island Department of Labor, Office of the Director. Bidders are subject to the terms, conditions, and provisions of Chapters 2, 12, 13, and 14.1 of Title 37, general laws of the State of Rhode Island, 1956 as amended.

The Division of Purchases reserves the right to accept or reject any or all offers.

State Purchasing Agent

**END OF DOCUMENT**

## ARTICLE 3 BIDDING DOCUMENTS

### 3.1 COPIES

3.1.1 Delete in its entirety, and substitute the following:

3.1.1 Bidders may obtain complete sets of the Bidding Documents in person from the office of the State of Rhode Island Building Code Commission, One Capitol Hill, Providence, RI, for the stated deposit sum per set. The deposit will be refunded to Bidders who submit a bonafide Bid and return the Bidding Documents in good condition within thirty days after receipt of Bids. After that date no plans will be accepted for reimbursement, and remaining unclaimed bid deposits will be forfeited to the State General Fund. A Bidder receiving a Contract Award may retain the Bidding Documents and the Bidder's deposit will be refunded.

Return of the Bidding Documents in good condition constitutes the following requirements:

- a. Documents bound in proper order as originally issued, with no sheets or pages missing or mutilated.
- b. Sheets and pages, where torn, properly repaired with clear adhesive tape.
- c. Sheets and pages reasonably clear of all markings.

3.1.2 Delete in its entirety, without substitution.

## ARTICLE 5 - CONSIDERATION OF BIDS

Add the following to 5.3.1.1.

5.3.1.1 Minority Business Enterprises: Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the State reserves the right to apply additional consideration to offers, and to direct awards to Bidders other than the responsive Bid representing the lowest price where:

- .1 .the offer is fully responsive to the terms and conditions of the request;
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- .3 the firm making the offer has been certified by the State of Rhode Island Department of Economic Development to be a small business concern meeting criteria established to be a Minority Business Enterprise.

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6.3.1.4. Submittals: The name of persons or entities and dollar value of subcontract work to be performed by Minority Business Enterprises in accordance with the State's requirements that 10% of the dollar value of the work be performed against contracts for construction exceeding \$5,000.00 shall be performed by Minority Business Enterprises where it has been determined that subcontract opportunities exist, and where Minority Business Enterprises are available. A contractor may count toward its MBE, DBE or WBE goals 60% of its expenditures for materials and supplies required under contract and obtained from MBE, DBE or WBE regular

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

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7.2.1 Delete in its entirety, and substitute the following:

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

7.2.3 Delete and substitute the following:

7.2.3 The bonds shall be dated before the date of the Contract.

**END OF DOCUMENT**

Date: \_\_\_\_\_

To: The Department of Administration, Division of Purchases  
One Capitol Hill, Providence, RI 02908

Project: Residence Hall  
Rhode Island College  
Mount Pleasant Avenue  
Providence, Rhode Island

Submitted by: \_\_\_\_\_  
(include address,  
tel. & FAX nos.,  
and license no.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. BID

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders, and in the Contract Documents prepared by The Robinson Green Beretta Corporation, Architect for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

\_\_\_\_\_ (\$ \_\_\_\_\_.)  
(written, and numerically)

We have included, the required Bid security as required by the Invitation to Bid.

2. ALTERNATES

We propose to modify the above Bid Sum by the following amounts, as identified by numbered Alternates specified in Division 1 of the Technical Specifications, and as may be selected by the Owner.

Alternate No. 1 For substitute underlayment Add \$ \_\_\_\_\_

Alternate No. 2 As indicated on Dwg. FF-101 Add \$ \_\_\_\_\_

Deduct No. 1 Deduct base bid underlayment (Must accept Add Alternate No. 1 & Deduct Alternate No. 1 if poor existing underlayment exists)

Deduct \$ \_\_\_\_\_

4. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for ninety (90) days from the bid closing date. If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement subject to compliance with required State regulatory agency approvals as described in the Invitation to Bid.
- Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders.

- Commence work within seven days after receipt of a Purchase Order from the Rhode Island State Division of Purchases.

If this bid is accepted within ninety (90) days, and we fail to commence the Work, or we fail to provide the required Bonds, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within ninety (90) days, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

5. CONTRACT TIME

If this Bid is accepted, we will achieve Substantial Completion of the Work not later than July 1, 2012.

6. ADDENDA

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

Addendum No. 1, dated \_\_\_\_\_.

7. REQUIREMENT FOR LICENSE NUMBER

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

License Number: \_\_\_\_\_

8. BID FORM SIGNATURE(S)

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

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

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

Corporate Seal:

**END OF DOCUMENT**

AIA Document A310 - Bid Bond, 2010 Edition - Electronic Format, is included, following this page, as an integral part of the Bid documents, for use in fulfilling Bid Security requirements in lieu of submitting a certified check.

**END OF DOCUMENT**

# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## **Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

**BOND AMOUNT:** \$

**PROJECT:**

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

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

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

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

**ADDITIONS AND DELETIONS:**

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

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

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

Init.



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

**END OF DOCUMENT**

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

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

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

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

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

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

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

The Owner and Contractor agree as follows.

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

Init.

AIA Document A101<sup>™</sup> – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:15:49 on 02/01/2012 under Order No.2094180114\_1 which expires on 02/12/2012, and is not for resale.

**User Notes:**

(2050187852)

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**ARTICLE 1 THE CONTRACT DOCUMENTS**

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

**ARTICLE 2 THE WORK OF THIS CONTRACT**

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

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

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

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

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

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

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

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

Init.

**Portion of Work**

**Substantial Completion Date**

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

**ARTICLE 4 CONTRACT SUM**

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

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

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

Item	Units and Limitations	Price Per Unit (\$0.00)
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**§ 4.4** Allowances included in the Contract Sum, if any:  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

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

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

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

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

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

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

Init.

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

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

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

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

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

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

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

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

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

## § 5.2 FINAL PAYMENT

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

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

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

Init.

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER**

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

**§ 6.2 BINDING DISPUTE RESOLUTION**

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

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

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

**ARTICLE 7 TERMINATION OR SUSPENSION**

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

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

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

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

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

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

%

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

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

Init.

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

§ 8.6 Other provisions:

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

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

§ 9.1.4 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

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

§ 9.1.5 The Drawings:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

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

§ 9.1.6 The Addenda, if any:

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

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

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

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

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

**ARTICLE 10 INSURANCE AND BONDS**

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

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

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

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

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

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

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

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

Init.

1. PERFORMANCE BOND

AIA Document A312 - Performance Bond - 2010 Edition is included, following this page, as an integral part of the Bid documents, and issues of this form, signed and executed by the successful Bidder and Surety, will be bound into the executed Contract copies of the Project Manual.

2. PAYMENT BOND

AIA Document A312 - Payment Bond - 2010 Edition is included, following this page, as an integral part of the Bid Documents, and issues of this form, signed and executed by the successful Bidder and Surety, will be bound into the executed Contract copies of the Project Manual

**END OF DOCUMENT**

AIA Document A201 - General Conditions of the Contract for Construction, 2007 Edition - Electronic Format, is included, following this page, as an integral part of the Bid documents.

**END OF DOCUMENT**

# **AIA**® Document A201™ – 2007

## **General Conditions of the Contract for Construction**

for the following PROJECT:

*(Name and location or address)*

**THE OWNER:**

*(Name, legal status and address)*

**THE ARCHITECT:**

*(Name, legal status and address)*

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13	<b>MISCELLANEOUS PROVISIONS</b>
14	<b>TERMINATION OR SUSPENSION OF THE CONTRACT</b>
15	<b>CLAIMS AND DISPUTES</b>

### **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. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

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

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

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

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

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

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

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

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

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

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 GENERAL**

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

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

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

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

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

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

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

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

### **§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

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

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

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

### **§ 3.4 LABOR AND MATERIALS**

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

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

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

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

### **§ 3.5 WARRANTY**

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

### **§ 3.6 TAXES**

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

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

### **§ 3.8 ALLOWANCES**

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

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

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

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

### **§ 3.9 SUPERINTENDENT**

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

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

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

### **§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **§ 3.13 USE OF SITE**

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

### **§ 3.14 CUTTING AND PATCHING**

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

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

### **§ 3.15 CLEANING UP**

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

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

### **§ 3.16 ACCESS TO WORK**

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

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

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

### **§ 3.18 INDEMNIFICATION**

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

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

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 GENERAL**

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

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

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

### **§ 4.2 ADMINISTRATION OF THE CONTRACT**

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

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

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

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#### **§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION**

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

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

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

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

**§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. 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.

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

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

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

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

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

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

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

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

### § 5.3 SUBCONTRACTUAL RELATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **§ 6.2 MUTUAL RESPONSIBILITY**

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

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

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

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

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

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

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

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

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

### **§ 7.1 GENERAL**

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

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

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

### **§ 7.2 CHANGE ORDERS**

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

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

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

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

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

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

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

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.4 As provided in Section 7.3.7.

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

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

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

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

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

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

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

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

#### § 7.4 MINOR CHANGES IN THE WORK

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

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## **ARTICLE 8 TIME**

### **§ 8.1 DEFINITIONS**

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

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

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

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

### **§ 8.2 PROGRESS AND COMPLETION**

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

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

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

### **§ 8.3 DELAYS AND EXTENSIONS OF TIME**

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

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

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

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 CONTRACT SUM**

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

### **§ 9.2 SCHEDULE OF VALUES**

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

### **§ 9.3 APPLICATIONS FOR PAYMENT**

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

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

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

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

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

#### § 9.4 CERTIFICATES FOR PAYMENT

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

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

#### § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

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

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

#### § 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

#### § 9.7 FAILURE OF PAYMENT

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

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

#### **§ 9.8 SUBSTANTIAL COMPLETION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### § 10.3 HAZARDOUS MATERIALS

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

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

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

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

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

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

#### **§ 10.4 EMERGENCIES**

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

### **ARTICLE 11 INSURANCE AND BONDS**

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

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

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

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

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

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

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

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

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

## **§ 11.3 PROPERTY INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **§ 11.4 PERFORMANCE BOND AND PAYMENT BOND**

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

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

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 UNCOVERING OF WORK**

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

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

#### **§ 12.2 CORRECTION OF WORK**

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

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

##### **§ 12.2.2 AFTER SUBSTANTIAL COMPLETION**

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

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

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

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

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

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

### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 GOVERNING LAW

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

### § 13.2 SUCCESSORS AND ASSIGNS

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

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

### § 13.3 WRITTEN NOTICE

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

### § 13.4 RIGHTS AND REMEDIES

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

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

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### § 13.5 TESTS AND INSPECTIONS

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

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

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

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

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

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

### § 13.6 INTEREST

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

### § 13.7 TIME LIMITS ON CLAIMS

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 TERMINATION BY THE CONTRACTOR

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

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

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

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

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

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

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

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 CLAIMS

##### § 15.1.1 DEFINITION

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

##### § 15.1.2 NOTICE OF CLAIMS

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

##### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

##### § 15.1.4 CLAIMS FOR ADDITIONAL COST

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

##### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

#### **§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES**

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

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

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

#### **§ 15.2 INITIAL DECISION**

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

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

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

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

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

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

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

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

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

### § 15.3 MEDIATION

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

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

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

### § 15.4 ARBITRATION

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

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

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

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

### § 15.4.4 CONSOLIDATION OR JOINDER

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

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

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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The following supplements modify AIA Document A201, General Conditions of the Contract for Construction, , AIA Document A201, 2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

## ARTICLE 1 - GENERAL PROVISIONS

### 1.1 Basic Definitions

Add the following sub-paragraphs to 1.1:

#### 1.1.8 Miscellaneous Definitions.

1.1.8.1 Where "as directed", "as required", "as permitted", "approved", "acceptance", "as selected", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval, acceptance or selection of the Architect is intended, unless stated otherwise. As used herein, "provide" shall be understood to mean "provide complete in place" that is "furnish and install". Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that reference to the Drawings accompanying this specification is made, unless otherwise stated.

1.1.8.2 The term "product" includes materials, systems, and equipment.

### 1.2 Execution, Correlation and Intent

Add the following Clause 1.2.4:

1.2.4 In the event of conflicts or discrepancies among the Contract Documents, interpretations shall be on the following priorities:

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

In case of an inconsistency between the 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 interpretation.

Add the following Subparagraph 1.2.4:

1.2.4 Sections of Division 1 - General Requirements govern the execution of all Sections of the Specifications.

## ARTICLE 2 - OWNER

### 2.2 Information and Services Required of the Owner

2.2.1 Delete Subparagraph 2.2.1.

2.2.2 Delete Subparagraph 2.2.2 and substitute the following:

2.2.2 The Contractor shall secure and pay for permits and fees, and necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.5 Delete Subparagraph 2.2.5 in its entirety, no substitution.

## ARTICLE 3 - CONTRACTOR

### 3.2 Review of Contract Documents and Field Conditions by Contractor

Add the following Subparagraphs 3.2.4 and 3.2.5:

3.2.4 Lack of indication on the Drawings, and in the Specifications, of items obviously needed to properly perform the Work of the Project, such as attachments, bolts, nuts, hangers and other fastening devices, shall not relieve the Contractor from furnishing and installing these items.

3.2.5 Should an inconsistency or discrepancy be found in the Contract Documents not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

### 3.4 Labor and Materials

Add the following Subparagraphs to 3.4:

3.4.4 After the Contract has been executed, the Owner, and the Architect will consider formal requests for the substitution of products in place of those specified only under conditions set forth in Division 1 of the specifications, and Article 7 of this document.

3.4.5 By making requests for substitutions based on Subparagraph 3.5.2 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 redesign cost, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

### 3.6 Taxes

3.6.1 Add the following language:

3.6.1 The Owner is exempt from payment of sales taxes for materials directly incorporated into the Work of this Project. Refer to requirements set forth in the General Requirements (Division 1 of the Specifications).

### 3.7 Permits, Fees, and Notices

Add the following Clause 3.7.1.1 to Subparagraph 3.7.1:

3.7.1.1 Contact the Rhode Island State Building Commissioner's Office to determine the amount of permit costs and associated fees and surcharges.

## ARTICLE 7 - CHANGES IN THE WORK

### 7.3 Construction Change Directives

Add the following Subparagraphs 7.3.10, 7.3.11, 7.3.12, 7.3.13 and 7.3.14:

7.3.10 In Subparagraph 7.3.6, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces, 8 percent of the cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractor, 5 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, 8 percent of the cost.
- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 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 7.3.11.
- .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 \$50.00 be approved without such itemization.

7.3.11 Cost, as referred to throughout this Article 7, shall be limited to the following, cost of materials, including cost of delivery; cost of labor, including Social Security, old age and unemployment insurance; and fringe benefits required by agreement or custom; worker's or workmen's compensation insurance; rental value of tools, equipment and machinery.

7.3.12 Overhead, as referred to in this Article 7, shall include the following: bond premiums, insurance premiums, supervision, superintendence, wages of time-keepers, watchmen and clerks, small tools, incidentals, general office expense, and all other expenses not included in "Costs".

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

7.3.14 Subsequent to the approval of a Change Order, whether involving a change in Contract Sum, contract time or both, no additional claim related to that 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.

## ARTICLE 8 - TIME

### 8.3 Delays and Extensions of Time:

Add new sub-paragraph:

8.3.4 Landscape work and corresponding seasonally limited work may be scheduled for later completion, as mutually agreed upon, and completed under approved working conditions.

## ARTICLE 9 - PAYMENTS AND COMPLETION

### 9.3 Applications for Payment

Add the following sentence to Subparagraph 9.3.1:

"The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet."

### 9.4 Certificates for Payment

Add new sub-paragraphs:

9.4.3 First Certificate for Payment - The Architect will process this Certificate, only after he has received (1) the information required of Article 7 of the Instructions to Bidders, (2) Certification that the Contractor is currently maintaining Record Drawings, (3) decisions on options indicated in Section 01010 (if any), (4) submissions required in Section 01300, and (5) is adhering to the requirements of Article 3 of the General Conditions and Supplementary Conditions.

9.4.4 Second and Subsequent Certificates for Payment - The Architect will process the second certificate only after receipt of (1) Certificates that contractor is currently maintaining record drawings, (2) Release of Liens, (3) Certification of foundation and building layout survey data if specified in Section 01010, and (4) all proposed materials and color samples have been submitted for Architect's approval and color selections. Certification as to maintenance of Record Drawings and Releases of Lien will accompany subsequent applications, otherwise the Architect will not process the respective Certificate for Payment.

9.5 Decisions to Withhold Certification

Add the following Clause .8 to 9.5.1:

.8 Failure to maintain as current, "Record Drawings".

9.6 Progress Payments.

9.6.1 Add the following to 9.6.1:

.1 Based upon applications for payment submitted by the Contractor to the Architect, The Owner shall make payments on account of the Contract Sum as provided in the Contract Documents, for the period ending the last day of the month as follows:

.2 Payments shall be made not more than once per month. 90 percent of the value, based on the Contract prices for labor and materials incorporated in the work and of materials suitably stored at the site thereof or at some other location agreed upon, in writing, by the parties, for the period covered by the Application for Payment, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to 97% of the Contract Price. If, after 50% of the work is completed, to the satisfaction of the Architect, he may recommend to the Owner that the retainage be decreased to 5%. Such reduction shall occur upon the Owner's approval and after receipt of AIA Document G707A (Consent of Surety to Reduction).

The Owner reserves the right to withhold payments to the Contractor, in whole or in part, for any or all of the reasons cited in Clauses 9.5.1.1 through 9.6.1.7.

9.8 Substantial Completion.

9.8.1 Add the following to 9.8.1:

Prior to issuance of a Certificate of Substantial Completion, and in addition to the requirements herein, the Contractor and his sub-contractors shall submit: (1) their respective certificates of contract document compliance; (2) warranties and guarantees; (3) bonds; (4) certificates and affidavits; (5) operating manuals, report of Owner instructions and test results; (6) project record documents, including record drawings; (7) extra materials and samples (as specified) required for Owner; and (8) Occupancy Permit.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Add the following to 9.10.1:

Prior to final inspection, and in addition to the requirements herein, submit: (1) Contractor's Affidavits (AIA Document G706 and G706A); and Consent of Surety (AIA Document G707).

Add new sub-paragraphs:

- 9.10.6 The Contractor shall submit Releases of Lien from all sub-contractors and material suppliers indicating payment(s) received from the previous applications. Certificates for Payment will not be processed unless these releases are included therewith.
- 9.10.7 Immediately satisfy any lien or encumbrance which, because of any act or default of the Contractor is filed against the premises, and indemnify and save the Owner harmless against all resulting loss and expenses, including attorney's fees. In addition, moneys due under this Contract, as may be considered necessary by the Owner, may be retained by the Owner until all such suits, claims for damages or expenses as aforesaid shall be settled and paid.
- 9.10.8 The statement on the Standard AIA Form G702, Certificate for Payment, which certifies that "all bills are paid for which previous certificates for payment were issued" shall be notarized by a Notary Public currently licensed to practice in the State in which the Project is located.

## ARTICLE 11 - INSURANCE AND BONDS

### 11.1 Contractor's Liability Insurance

11.1.1 In the first line following the word "maintain", insert the words "in a company or companies licensed to do business in the State of Rhode Island".

Add the following Clauses 11.1.1.9 and 11.1.1.10 to 11.1.1:

11.1.1.9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations (including X, C and U coverages, as applicable).
2. Independent Contractor's Protective.
3. Products and Completed Operations.
4. Personal Injury Liability with Employment Exclusion deleted.
5. Contractual, including specified provisions for Contractor's obligation under Paragraph 3.18.
6. Owned, non-owned and hired motor vehicles.
7. Broad Form Property Damage including Completed Operations, including explosion, collapse and underground.

11.1.1.10 If the General Liability coverages are provided by a General Liability Policy on a claims-made basis, the policy date or Retroactive date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

Add the following Clause 11.1.2.1 to 11.1.2:

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Worker's Compensation
  - (a) State: Statutory
  - (b) Employer's Liability \$500,000.

2. Comprehensive General Liability (including Premises Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
  - (a) Bodily Injury:
 

\$1,000,000.	Each Person
\$1,000,000.	Each Occurrence
\$1,000,000.	Annual Aggregate
  - (b) Property Damage:
 

\$500,000.	Each Occurrence
\$1,000,000.	Annual Aggregate
  - (c) Products and Completed Operations to be maintained for two year after final payment.
  - (d) Property Damage Liability insurance shall provide X, C or U coverage as applicable.
3. Contractual Liability:
  - (a) Bodily Injury:
 

\$1,000,000.	Each Occurrence
--------------	-----------------
  - (b) Property Damage:
 

\$1,000,000.	Each Occurrence
\$1,000,000.	Annual Aggregate
4. Personal Injury, with Employment Exclusion deleted:
 

\$1,000,000.	Annual Aggregate
--------------	------------------
5. Comprehensive Automobile Liability:
  - (a) Bodily Injury:
 

\$1,000,000.	Each Person
\$1,000,000.	Each Occurrence
  - (b) Property Damage:
 

\$5,000,000.	Each Occurrence
--------------	-----------------

11.1.3 Add the following to Subparagraph 11.1.3:

The Contractor shall furnish one copy of each Certificate of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of all coverage required by Subparagraphs 11.1.1, 11.1.2 and 11.1.3. If the insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACCORD Form 25S will be acceptable. The Contractor shall furnish to the Owner, copies of any endorsements that are subsequently issued amending coverage or limits.

11.2 Owner's Liability Insurance

11.2.1 Delete Subparagraph 11.2.1 in its entirety and substitute the following:

11.2.1 The Contractor shall furnish the Owner, through the Architect, an insurance certificate providing Owner's Protective Liability extended to include the interests of the Architect, and to protect the Owner and the Architect 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.

#### 11.4 Property Insurance

11.4.1 Delete Subparagraph 11.4.1 in its entirety and substitute the following:

11.4.1 The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. Such insurance shall be in a company or companies against which the Owner has no reasonable objection. This insurance company shall include the interests of the Owner, the Contractor, Subcontractors and sub-Subcontractors in the Work and shall insure against the perils of fire, and extended coverage shall include "all risk" insurance for physical loss or damage without duplication of coverage, theft, vandalism, and malicious mischief. If not covered under the all risk insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment, under sub-paragraph 9.3.2.

Add the following sentences to Subparagraph 11.4.1.1:

"The form of policy for this coverage shall be Completed Value. If the Owner is damaged by failure of the Contractor to maintain such insurance, then the Contractor shall bear all reasonable costs properly attributed thereto."

#### ARTICLE 13 - MISCELLANEOUS PROVISIONS

Add the following Paragraph 13.8 to Article 13:

#### 13.8 Equal Opportunity

#### 13.9 Prevailing Wages

13.9.1 In accordance with Chapter 290 of the General Laws of Rhode Island, 1938, as amended, the Department of Labor determined the customary and prevailing rate of wages paid to craftspersons, teamsters and laborers in the constructing of public works by the State, and by cities and towns, and by persons contracting therewith for such construction. Violators are subject to a fine of not more than One Hundred Dollars (\$100.00) for each offense.

13.9.2 The wage rates ascertained by the Department of Labor are uniform for the State of Rhode Island and as of the date of the advertisement of Contract applying to the life of this Contract. Current wage rates prevailing in the construction industry in Rhode Island are available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). Additional information may be obtained from the Office of the State Department of Labor, Pontiac Avenue, Cranston, Rhode Island. Under no condition shall the wages paid be less than those designated in the general classification. This clause does not relieve the Contractor or his Subcontractors from respecting any other union regulations to which he ordinarily subscribes.

13.9.3 Bulletin No. 3, State Labor Laws, issued by the Rhode Island Department of Labor, pertaining to Public Works Projects (General Laws of Rhode Island, revision of 1956, Chapter 37-12 as amended, and Chapter 77, Public Laws of 1965), are hereby made part of this project. These Laws include, but are not limited to:

- .1 weekly payment of employees;
- .2 provisions applicable to public works contracts;
- .3 payment of prevailing wages;
- .4 posting of prevailing wage rates; and
- .5 overtime compensation.

#### 13.10 Arbitration

13.10.1 Delete all references to arbitration in AIA General Conditions, A201, 1997. Arbitration shall be in accordance with provisions of the State Arbitration Laws (State of Rhode Island, General Laws, Title 37, Chapter 16), which shall take precedence and shall govern.

**END OF DOCUMENT**

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

Web Site address: <http://www.purchasing.ri.gov/>

(Click on "Information", then click on "Prevailing Wage Table".)

**END OF DOCUMENT**

**PART 1 - GENERAL**

## 1.1 SECTION INCLUDES

- A. Contract description.
- B. Work by Owner.
- C. Contractor's use of site and premises.

## 1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes removing existing gypsum topping to an undisturbed elevation (no more than 1") and replace with a new substrate and provide rubber floor tile where indicated on the first floor only at the Residence Hall at Rhode Island College and will commence on or about May 15, 2012 and be completed by June 15, 2012.
- B. Prior to construction, all exhaust and return grilles to be blocked off on the first level, with all HVAC components shut down during the construction period. The General Contractor is to clean halls free of dust and debris prior to completing construction.
- C. Perform the Work of Contract under a stipulated sum Contract with the Owner in accordance with the Conditions of Contract.

## 1.3 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Complete Limit use of the site and premises, as indicated in the Drawings.

**PART 2 - PRODUCTS**

Not Used.

**PART 3 - EXECUTION**

Not Used.

**END OF DOCUMENT**

**PART 1 - GENERAL**

## 1.1 SECTION INCLUDES

- A. Schedule of values.
- B. Applications for payment.
- C. Sales tax exemption.
- D. Warranty Inspection Retainage
- E. Change procedures.
- F. Defect assessment.
- G. Unit prices.
- H. Selection and award of alternates.
- I. Schedule of Alternates.

## 1.2 SCHEDULE OF VALUES

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

## 1.3 APPLICATIONS FOR PAYMENT

- A. Submit each application on an original copyrighted AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet, accompanied by three copies.
  - 1. Individually sign and notarize, and emboss with notary's official seal, the original and each of the three copies.
  - 2. Applications not including original copyrighted AIA G702, and G703 Forms, will be rejected, and returned for resubmittal.
  - 3. Applications not properly signed and notarized will be rejected, and returned for resubmittal.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

- C. Provide one hard copy and one copy in disc form of the updated construction schedule with each Application for Payment submission.
  - 1. Provide a statement signed by the Contractor's firm principal certifying that there are no unidentified outstanding claims for delay.
- D. Include with each monthly Application for Payment, following the first application, one copy of the Certified Monthly Payroll Record for the previous month's pay period.
- E. Payment Period: Submit at intervals stipulated in the Agreement.
- F. Submit with transmittal letter as specified for Submittals in Section 01330.
- G. Beginning with the second Application for Payment, Contractor's right to payment must be substantiated by documenting that payment monies due, less retainage not exceeding ten percent, have been paid in full to subcontractor and suppliers for work, materials, or rental of equipment billed for under specific line item numbers in the immediately preceding application.
- H. Substantiating Data: When the Architect requires substantiating information, submit data justifying dollar amounts in question. Include the following with the Application for Payment:
  - 1. Current construction photographs specified in Section 01330.
  - 2. Record Documents as specified in Section 01780, for review by the Owner which will be returned to the Contractor.
  - 3. Affidavits attesting to off-site stored products.
  - 4. Construction progress schedules, revised and current as specified in Section 01330.

#### 1.4 SALES TAX EXEMPTION

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

#### 1.5 CHANGE PROCEDURES

- A. Submittals: Submit name of the individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. The Architect will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time by issuing supplemental instructions on AIA Form G710
- C. The Architect may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within 15 days.
- D. The Contractor may propose changes by submitting a request for change to the Architect, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation, and a statement describing the effect on Work by separate or other Contractors. Document any requested substitutions in accordance with Section 01600.

- E. Stipulated Sum Change Order: Based on Proposal Request, and Contractor's fixed price quotation, or Contractor's request for a Change Order as approved by Architect.
- F. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute the Work under a Construction Change Directive. Changes in the Contract Sum or Contract Time will be computed as specified for a Time and Material Change Order.
- G. Construction Change Directive: Architect may issue a directive, on AIA Form G713 Construction Change Directive signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in the Contract Sum or Contract Time. Promptly execute the change.
- H. Time and Material Change Order: Submit an itemized account and supporting data after completion of the change, within the time limits indicated in the Conditions of the Contract. The Architect will determine the change allowable in the Contract Sum and Contract Time as provided in the Contract Documents.
- I. Maintain detailed records of work done on a Time and Material basis. Provide full information required for an evaluation of the proposed changes, and to substantiate costs for the changes in the Work.
- J. Document each quotation for a change in cost or time with sufficient data to allow an evaluation of the quotation. Provide detailed breakdown of costs and estimates for labor and materials including a detailed breakdown for subcontractor's or vendor's Work. Include copies of written quotations from subcontractors or vendors.
- K. Change Order Forms: AIA G701 Change Order.
- L. Execution of Change Orders: The Architect will issue Change Orders for signatures of the parties as provided in the Conditions of the Contract.
- M. Correlation Of Contractor Submittals:
  - 1. Promptly revise the Schedule of Values and the Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
  - 2. Promptly revise progress schedules to reflect any change in the Contract Time, revise sub-schedules to adjust times for any other items of work affected by the change, and resubmit.
  - 3. Promptly enter changes in the Project Record Documents.

#### 1.6 WARRANTY INSPECTION RETAINAGE

- A. An amount of \$5,000. will be retained from final payment, made at the time of Substantial Completion, for the duration of ten months. If, after ten months, all systems, are determined by the Owner to be properly functioning, the Warranty Inspection Retainage will be released.
- B. If, after ten months, there are found to be modifications, adjustments, or corrections necessary to be made to address any system or product malfunction, in order to fulfill specified performance or requirements of such systems or products, release of the Warranty Inspection Retainage will be delayed until such malfunctions are rectified.

#### 1.7 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Architect, it is not practical to remove and replace the Work, the Architect will direct an appropriate remedy or adjust payment.

- C. The defective Work may remain, but the unit sum will be adjusted to a new sum at the discretion of the Architect.
- D. The defective Work will be partially repaired to the instructions of the Architect, and the unit sum will be adjusted to a new sum at the discretion of the Architect.
- E. The individual Specification Sections may modify these options or may identify a specific formula or percentage sum reduction.
- F. The authority of the Architect to assess the defect and identify a payment adjustment, is final.
- G. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
  - 1. Products wasted or disposed of in a manner that is not acceptable.
  - 2. Products determined as unacceptable before or after placement.
  - 3. Products not completely unloaded from the transporting vehicle.
  - 4. Products placed beyond the lines and levels of the required Work.
  - 5. Products remaining on hand after completion of the Work.
  - 6. Loading, hauling, and disposing of rejected products.

#### 1.8 UNIT PRICES

- A. Authority: Measurement methods are delineated in the individual specification Sections.
- B. Measurement methods delineated in the individual specification Sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification Section govern.
- C. Take measurements and compute quantities. The Architect will verify measurements and quantities.
- D. Unit Quantities: The quantities and measurements indicated in the Bid Form are for contract purposes only. The quantities and measurements supplied or placed in the Work shall determine payment.
  - 1. When the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit sum contracted.
  - 2. When the actual Work requires a 25 percent or greater change in quantity than those quantities indicated, the Owner or Contractor may claim for a Contract Price adjustment.
- E. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.
- F. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Architect multiplied by the unit sum for Work which is incorporated in or made necessary by the Work.
- G. Measurement Of Quantities:
  - 1. Weigh Scales: Inspected, tested and certified by the applicable state Weights and Measures department within the past year.
  - 2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
  - 3. Metering Devices: Inspected, tested and certified by the applicable State department within the past year.
  - 4. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
  - 5. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
  - 6. Measurement by Area: Measured by square dimension using mean length and width or radius.

7. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
8. Stipulated Sum Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

#### 1.9 SELECTION AND AWARD OF ALTERNATES

- A. Indicate variation of Bid Price for Alternates described below and listed in the BID FORM document. This form requests a "difference" in Bid Price by adding to or deducting from the base Bid Price.
- B. Bid may be evaluated on base bid price. After determination of lowest bidder, consideration will be given to Alternates and Base Price adjustments.

#### 1.10 SCHEDULE OF ALTERNATES

Add Alternate #1 – Provide ARDEX GS-4 Self-leveling repair Underlayment

Add Alternate #2 – Provide Laser Cut Insignia shown on FF-101, dated 2/1/2012

Deduct Alternate #1 – ARDEX K-15 Self-leveling Underlayment Concrete

### **PART 2 - PRODUCTS**

Not Used.

### **PART 3 - EXECUTION**

Not Used.

### **END OF SECTION**

## 1 PART 1 GENERAL

2  
3 RELATED DOCUMENTS

4  
5 The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the specification are a  
6 part of this Section, which shall consist of all labor, equipment and materials necessary to complete all submittal  
7 work indicated on the drawings and herein specified.  
8

## 9 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

10  
11 Post Bid Information: Instructions to Bidders

12  
13 Certifications and Special Guarantees: Individual Specification Sections.

14  
15 Submittal with Progress Payments: Supplementary Conditions.

16  
17 Submittals for Contract Closeout: Section 01700.  
18

## 19 SUBMITTALS REQUIRED PRIOR TO START OF WORK

20  
21 Bonds, as required.

22  
23 Insurance Certificates and AIA Document G705 (Certificate of Insurance).  
24

## 25 CONTRACTOR'S CONSTRUCTION SCHEDULES

26  
27 Submit schedules to the Architect, within two weeks after the award of Contract, which shall include time of the  
28 start of completion of each section of the work and the anticipated monthly amount of work in each section. The  
29 schedule shall not exceed time limits current under the Contract Documents. Cause of failure to meet the time  
30 schedule on any section by one week shall be accounted for to the Architect, in writing, with a copy for the Owner.  
31 Submit two copies of this schedule to the Architect with each monthly requisition for payment. Mark with red pencil  
32 to indicate progress to date in each category. The Architect reserves the right to indicate when and where any  
33 work in any portion of this Contract shall be undertaken, suspended or completed.  
34

35 Prepare and keep current, for Architect's approval, a schedule of submittals which is coordinated with the  
36 Contractor's Construction Schedule and allows the Architect reasonable time to review submittals.  
37

## 38 SCHEDULE OF VALUES

39  
40 Within two weeks of the award of the Contract, submit a detailed Schedule of Values of the Project by technical  
41 specification section, and coordinated with the Construction Schedule.  
42

43 Include in the Schedule, a sum for each section of the specification. Do not exclude Division 1. (In fact,  
44 incorporate General Conditions and its related items as part of Section 01010.)  
45

46 Each item in the Schedule of Values shall include its proper share of overhead and profit. This Schedule, when  
47 approved by the Architect, shall be used only as a basis for reviewing the Contractor's Applications for Payment.  
48

## 49 SUBMITTALS GENERAL PROVISIONS:

50  
51 Make ALL required submissions including Samples, Shop Drawings, and Project Data within 45 calendar days of  
52 Notice of Award. No substitutions will be accepted and/or approved for submittals not received within the 45 day  
53 period.  
54

55 Provisions in this section are mandatory procedures for preparing and submitting Samples, Shop Drawings, and  
56 Product Data.  
57

58 Job delays occasioned by requirement of re-submission of samples, Shop Drawings, and Product Data not in

1 accord with Contract Documents are Contractor's responsibility and will not be considered valid justification for  
2 extension of time.

3  
4 Submittals Schedule:

5  
6 Contractor shall submit proposed submittals schedule to Owner and Architect for review within ten calendar  
7 days following Notice of Award.

8  
9 Schedule Purpose is to:

10  
11 Demonstrate that submittals, shop drawings, data, samples and mock-ups required for Work are  
12 addressed by Contractor.

13  
14 Assist Architect in scheduling timely review of submittals.

15  
16 Schedule Contents: Description of submitted item, proposed date of submittal and proposed date  
17 of requested return by Architect.

18 Contractor shall submit accepted schedule within ten calendar days after joint review date.  
19

20 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

21  
22 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the  
23 Contractor, Sub-contractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

24  
25 Product Data is illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other  
26 information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

27  
28 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by  
29 which the Work will be judged.

30  
31 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their  
32 submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor  
33 proposes to conform to the information given and the design concept expressed in the Contract Documents.  
34 Review by the Architect is subject to the limitations of the General Conditions.

35  
36 Review, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals  
37 required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in  
38 the Work or in the activities of the Owner or of separate contractors. Submittals made which are not required by  
39 the Contract Documents may be returned without action.

40  
41 Perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or  
42 similar submittals until the respective submittal has been approved by the Architect. Provide such Work in  
43 accordance with approved submittals.

44  
45 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor  
46 represents that he has determined and verified materials, field measurements and field construction criteria  
47 related thereto, or will do so, and has checked and coordinated the information contained within such submittals  
48 with the requirements of the Work and Contract Documents.

49  
50 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents  
51 by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor  
52 has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has  
53 given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or  
54 omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

55  
56 Direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals,  
57 to revisions other than those requested by the Architect on previous submittals.  
58

1 Informational submittals upon which the Architect is not expected to take responsive action may be so identified in  
2 the Contract Documents.

3  
4 When professional certification of performance criteria of materials, systems or equipment is required by the  
5 Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such  
6 calculations and certifications.

7  
8 Shop drawings, product data and samples shall be dated and contain: the name of the Project; description or  
9 names of equipment, materials and items; and complete identification of locations at which the materials or  
10 equipment are to be installed.

11 Submission of shop drawings, product data and samples shall be accompanied by transmittal letter, in duplicate,  
12 containing project name, Contractor's name, number of drawings, documents and/or samples, titles and other  
13 pertinent data.

14  
15 It is the responsibility of the Contractor to check all dimensions and details on shop drawings, before submission  
16 to the Architect, reject same if necessary and only forward to the Architect shop drawings which he is reasonably  
17 certain fulfill the requirements of Contract Documents and the Work. All shop drawings shall be checked by the  
18 Contractor, and must bear his stamp of approval; drawings submitted without this stamp of approval, will not be  
19 considered.

20  
21 Unless otherwise indicated, submit one (1) reproducible transparency and three (3) prints of each drawing,  
22 including fabrication, erection, layout and setting drawings and such other drawings as required under various  
23 sections of the specifications until final approval is obtained. Submit copies of manufacturer's descriptive data  
24 including catalog sheets for materials, equipment and fixtures, showing dimensions, performance characteristics  
25 and capacities, wiring diagrams and controls, schedules and other pertinent information as required.

26  
27 Contractor is responsible for obtaining and distributing prints of shop drawings as necessary after as well as  
28 before final approval. Prints of approved shop drawings shall be made from transparencies which carry the  
29 Architect's stamp of review.

30  
31 Within fifteen (15) calendar days after receipt of approved shop drawings, catalog cuts, equipment sheets or other  
32 material descriptive data, submit to the Architect a copy of the order confirmation of the respective material(s),  
33 item(s) or equipment. Such confirmation must include: (1) Name of Supplier; (2) Date of Order, name, description  
34 and quantity of material(s), item(s) or equipment.

35  
36 Maintain a complete file of all approved shop drawings, product data and samples, at the job site, until completion  
37 of the Project.

38  
39 Submit samples of all materials, whether or not requested, for approval and color selection. Do not assume the  
40 Architect has certain color samples on file.

41  
42 The Architect shall prepare a color schedule upon receipt of ALL samples and materials. No materials or products  
43 submitted for color selection shall be approved individually.

#### 44 45 RECORD DOCUMENTS

46  
47 Prior to the start of construction, the Architect shall deliver to the Contractor, a complete set of "Issued for  
48 Construction" drawings, and a complete project manual, including addenda, for the purpose of maintaining record  
49 documents.

50  
51 Also, maintain a copy of all modifications and change orders.

52  
53 Maintain the documents in a safe, dry location during the entire construction process. The Contractor, together  
54 with his Sub-contractors, shall indicate clearly and accurately, any and all changes necessitated by field  
55 conditions. In addition, accurately maintain dimensions locating all pipes, ducts, etc. built into or under concrete  
56 slabs or masonry walls, including elevations, inverts, etc.

57  
58 With each monthly requisition, send certification, signed by the Contractor's Superintendent and Owner's Field

1 Representative, that the documents are being maintained accurately and currently. At the completion of the  
2 Project, return the documents to the Architect, along with certification that the documents are complete in that  
3 they represent the true constructed conditions.  
4

5 ELECTRONIC FILES

6  
7 If requested, The Robinson Green Beretta Corporation shall make electronic drawing files available to Contractor,  
8 Sub-Contractor or Vendors, for the purpose of preparing submittals, in accordance with the following policy:  
9

10 RGB nor its employees, directors and/or consultants assumes any and all responsibility of these files.  
11

12 PART 2 PRODUCTS

13  
14 Not Used  
15

16 PART 3 EXECUTION

17  
18 Not Used  
19

20  
21 END OF SECTION

**PART 1 - GENERAL**

## 1.1 SECTION INCLUDES

- A. Quality control and control of installation.
- B. Verification of Credentials and Licenses.
- C. Tolerances
- D. References.
- E. Manufacturers' field services.
- F. Inspection and Testing Services.
- G. Testing Required.
- H. Statement of Special Inspections.

## 1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

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

## 1.3 VERIFICATION OF CREDENTIALS AND LICENSES

- A. The Owner has implemented a project management oversight process and is applying it to current construction projects.
- B. An element of this oversight process is the verification that persons employed on the project site have appropriate and current credentials and licenses in their possession, at the project site, for the work they are performing.

- C. Be forewarned that state resident inspectors will be checking for verification of credentials and licenses of both union and non-union persons, in their onsite inspections.
- D. State resident inspectors will also be reviewing Contractor's Certified Monthly Payroll Records for conformance with RI State Prevailing Wage Rate requirements.
- E. Those persons without the appropriate credentials and licenses will be subject to dismissal from the project site.
- F. Present and retain, in the job office or trailer, copies of all licenses of all personnel working on the site.

#### 1.4 TOLERANCES

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

#### 1.5 REFERENCES

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

#### 1.6 MANUFACTURERS' FIELD SERVICES

- A. When specified in the individual specification Sections, require the material or Product suppliers, or manufacturers, to provide qualified staff personnel to observe the site conditions, the conditions of the surfaces and installation, the quality of workmanship, the start-up of equipment, or test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Submit the qualifications of the observer to the Architect 30 days in advance of the required observations. Observer, subject to approval of Architect.
- C. Report the observations and the site decisions or instructions given to the applicators or installers that are supplemental or contrary to the manufacturers' written instructions.
- D. Refer to Section 01330 - SUBMITTAL PROCEDURES, MANUFACTURERS' FIELD REPORTS article.

**1.7 INSPECTION AND TESTING SERVICES**

- A. Cost: The testing agency will be selected by the Owner and the cost of testing will be paid for by the Owner.
- B. Approvals: Testing agencies, supervising Engineers and laboratories as selected and approved by the Owner.
- C. Submittals: Submit two copies of each test result to the following:
  - Owner.
  - Contractor.
  - Architect.

**1.8 TESTING REQUIRED**

- A. Concrete:

Refer to applicable Sections of Division 3.  
Provide plant and field testing and inspection.  
Review, inspect and approve all reinforcing steel installations prior to installation of concrete.

**1.9 STATEMENT OF SPECIAL INSPECTIONS**

- A. Concrete:

Perform inspections and tests as required by Division 3.

**PART 2 - PRODUCTS**

Not Used.

**PART 3 - EXECUTION**

Not used.

**END OF DOCUMENT**

## 1 PART 1 – GENERAL

2  
3 RELATED DOCUMENTS:

4  
5 Drawings and general provisions of Contract, including General and Supplementary Conditions, other Division-1  
6 Specification sections, and specifications of materials mentioned in this section, apply to this section.

7  
8 WORK INCLUDED:

9  
10 General: This section provides (1) requirements Baseline IAO Testing for maximum indoor pollutant concentrations  
11 for acceptance of the facility, and (2) requirements for Independent Materials Testing of specific materials anticipated  
12 to have major impact on IAQ.

13  
14 This section specifies procedures for testing specific construction materials for Indoor Air Quality (IAQ) performance  
15 to assure compliance with EPA's IAQ program. Materials have been identified for independent testing based on the  
16 following three criteria: (1) large volume of the material used in office space, (2) the space is occupied during normal  
17 working hours, and (3) materials are used in an area where there is recirculating air.

18  
19 RELATED WORK:

20  
21 Sequencing of installation of finish materials during construction to avoid IAQ contamination of building systems is  
22 specified in Division 1 "Sequence of Finish Installation."

23  
24 Manufacturer's data shall be supplied for products, including content and outgassing of emissions as specified in  
25 Division 1 "Environmental Impact of Materials".

26  
27 SUBMITTALS:

28  
29 Baseline IAO Testing: Submit a report for each test site specified for IAQ baseline testing as prescribed in Division  
30 15 "Testing, Adjusting, and Balancing". Report on air concentrations of targeted pollutants as identified in Table 3.1  
31 of this section.

32  
33 Product Emissions Test Reports: Submit a report for each material emissions test performed. Test results will be  
34 reported in terms of emission factors that will be used by EPA to model indoor air concentrations. These reports and  
35 the modeling data prepared by EPA shall be maintained in the Materials Log Book specified in Division 1  
36 "Environmental Impact of Materials".

37  
38 QUALITY ASSURANCE:

39  
40 All material tests shall be performed in accordance with ASTM D 5116, "Standard Guide for Small Scale  
41 Environmental Chamber Determinations of Organic Emissions from Indoor Materials/Products" (1990). Report  
42 results in accordance with Section 11 of the referenced ASTM Guide.

43  
44 SEQUENCING AND SCHEDULING:

45  
46 Identify, program, and schedule any product emissions testing well in advance of construction in a manner to  
47 prevent delays to the performance of the work of this Contract.

48  
49 PART 2 - PRODUCTS (Not Used)50  
51 PART 3 - EXECUTION52  
53 MATERIALS TESTING PARAMETERS:

54  
55 Wrap each material to be tested in air tight covering for shipment direct from the factory to the testing laboratory to  
56 avoid contamination in transit. Unwrap material or apply material to substrate if material is wet-applied, such as paint  
57 or adhesive materials) in the testing lab.

1 Emissions Testing: Perform all testing in accordance with ASTM D 5116, "Standard Guide for Small Scale  
2 Environmental Chamber Determinations of Organic Emissions from indoor Materials/Products" (1990). Report  
3 results in accordance with Section ii of referenced ASTM Guide. Report in terms of emission rates at a minimum of  
4 three distinct time intervals (e.g., 1 hour, 24 hours, 72 hours) that will be modeled by EPA to predict maximum indoor  
5 air concentrations and to assist the Contractor in determining suitability of products or materials. Assumptions that  
6 will be used for the EPA model are given below for information.  
7

8 Table 3.2 summarizes required product testing.  
9

10  
11 END OF DOCUMENT

## 1 PART 1 – GENERAL

2  
3 TEMPORARY ENCLOSURES, VENTILATION AND HEAT

4  
5 Temporary Ventilation: Provision shall be made during construction to allow the escape of "Construction Moisture"  
6 by use of a breathing type enclosure on at least part of the openings, or by mechanical ventilation.

7  
8 All spaces shall be mechanically ventilated to protect occupants from application and installation of odor causing  
9 materials. The area where material is being used shall be isolated from the new or existing ventilation system. No  
10 work creating fumes shall be done in an existing building while it is occupied by the Owner. Ventilation shall be  
11 maintained for a period of 24 hours or until release of fumes has subsided, whichever is longer.

12  
13 DISPOSAL OF DEMOLISHED / RECYCLED MATERIALS

14  
15 At regular intervals, remove from the site all debris, rubbish and other materials resulting from construction  
16 operations, and legally dispose of off the site. Storage or sale of materials for recycling or demolished materials or  
17 to be removed will not be permitted on the site.

18  
19 Burning of removed materials from demolished structures will not be permitted on the site.

20  
21 Collect wastes daily.

22 Refer to Section 01710 "Cleaning" for additional requirements.

23  
24 Comply with NFPA 241 for removal of combustible waste.

25  
26 Handle hazardous, dangerous, or unsanitary waste materials separately from others by containerizing  
27 properly.

28  
29 Dispose of all waste and materials to be recycled in a legal manner.

30  
31 FIRE PROTECTION

32  
33 See Cutting and Patching in the Supplementary Conditions for fire protection requirements.

34  
35 SECURITY

36  
37 Full responsibility shall be placed on the General Contractor as a professional builder to construct safely and to  
38 protect the building and contents and its occupants, regardless of the information given herein which is only a  
39 general description of minimum work to be performed.

40  
41  
42 END OF DOCUMENT

**PART 1 - GENERAL**

## 1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.

## 1.2 PRODUCTS

- A. Products: Means new material, machinery, components, fixtures, or systems forming the Work; but does not include the machinery or equipment used for the preparation, fabrication, conveying, or erection of the Work. Products may include the existing materials or components required or specified for reuse.
- B. Furnish products of qualified manufacturers suitable for the intended use. Furnish products of each type by a single manufacturer unless specified otherwise.
- C. Do not use materials and equipment removed from the existing premises, except as specifically permitted by the Contract Documents.
- D. Furnish interchangeable components of the same manufacturer for the components being replaced.

## 1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with the manufacturer's instructions.
- B. Promptly inspect shipments to ensure that the products comply with the requirements, the quantities are correct, and the products are undamaged.
- C. Provide equipment and personnel to handle the products by methods to prevent soiling, disfigurement, or damage.

## 1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect the products in accordance with the manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to the product.
- D. For exterior storage of fabricated products, place on sloped supports above the ground.
- E. Provide bonded off-site storage and protection when the site does not permit on-site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent the condensation and degradation of products.

- G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store the products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of the products to permit access for inspection. Periodically inspect to verify that the products are undamaged and are maintained in acceptable condition.

#### 1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of the manufacturers named and meeting the specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

#### 1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify the time restrictions for submitting requests for Substitutions during the bidding period to requirements specified in this section.
- B. Substitutions may be considered only when a product becomes no longer in production following the date of receipt of the Purchase Order for this Contract. Submit certification both that specified product was carried in Bid, and is no longer obtainable.
- C. Document each request with complete data substantiating the compliance of a proposed Substitution with the Contract Documents.
- D. A request constitutes a representation that the Bidder:
  - 1. Has investigated the proposed Product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the Substitution as for the specified Product.
  - 3. Will coordinate the installation and make changes to other Work which may be required for the Work to be complete with no additional cost to the Owner.
  - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
  - 5. Will reimburse the Owner and the Architect for review or redesign services associated with re-approval by the authorities having jurisdiction.
- E. Substitutions will not be considered when they are indicated or implied on the Shop Drawing or Product Data submittals, without a separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure, If Permitted Following Contract Award:
  - 1. Submit three copies of a request for Substitution for consideration, no later than 20 working days following date of receipt of the Purchase Order for this Contract. Limit each request to one proposed Substitution.

2. Submit the Shop Drawings, Product Data, and the certified test results attesting to the proposed product equivalence. The burden of proof is on the proposer.
3. The Architect will notify the Contractor in writing of a decision to accept or reject the request.

**PART 2 - PRODUCTS**

Not Used.

**PART 3 - EXECUTION**

Not Used.

**END OF SECTION**

**PART 1 - GENERAL**

## 1.1 SECTION INCLUDES

- A. Examination.
- B. Preparation.
- C. Protection of adjacent construction.
- D. Cutting and patching.
- E. Special procedures.
- F. Progress cleaning and waste removal.
- G. Final cleaning.
- H. Protecting Installed Construction.

## 1.2 EXAMINATION

- A. Acceptance of Conditions:
  - 1. Verify that the existing applicable site conditions, substrates, or substrate surfaces are acceptable or meet the specific requirements of the individual specifications Sections, for subsequent Work to proceed.
  - 2. Verify that the existing substrate is capable of structural support or attachment of new the Work being applied or attached.
  - 3. Examine and verify specific conditions described in the individual specifications Sections.
  - 4. Verify that utility services are available, of the correct characteristics, and in the correct locations.
  - 5. Beginning of new Work, that relies upon the quality and proper execution of the Work of a preceding trade, means acceptance of that preceding Work as appropriate for the proper execution of subsequent Work.
  - 6. Acceptance of preceding Work that can be shown later to have adversely affected proper performance of new Work may result in removal and repeat performance of all Work involved at no cost to the Owner.

## 1.3 PREPARATION

- A. Clean substrate surfaces prior to applying the next material or substance.
- B. Seal cracks or openings of the substrate prior to applying the next material or substance.
- C. Apply a manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.
- D. Prior to the application, installation, or erection of any products and product components, perform any other preparatory operations, or surface or substrate modifications, as may be specified or directed by the product manufacturers.

#### 1.4 PROTECTION OF ADJACENT CONSTRUCTION

- A. Protect the existing adjacent areas and provide special protection where specified in the individual Specification Sections.
- B. Provide protective coverings at wall, projections, jambs, sills, and soffits of the existing openings.
- C. Protect the existing finished floors, stairs, and other existing surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- D. Prohibit unnecessary traffic from the existing landscaped areas.

#### 1.5 CUTTING AND PATCHING

- A. Employ the original, or skilled and experienced installer to perform cutting and patching.
- B. Submit a written request in advance of the cutting or altering elements which affect:
  - 1. Structural integrity of element.
  - 2. Integrity of weather-exposed or moisture-resistant elements.
  - 3. Efficiency, maintenance, or safety of the element.
  - 4. Visual qualities of sight-exposed elements.
  - 5. Existing construction, or the Work of separate contractor.
- C. Execute cutting, fitting, and patching including excavation and fill, to complete the Work, and to:
  - 1. Fit the several parts together, to integrate with the other Work.
  - 2. Uncover Work to install or correct ill-timed Work.
  - 3. Remove and replace defective and non-conforming Work.
- D. Execute Work by methods that will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.
- E. Cut masonry, concrete, and other rigid materials using a masonry saw or core drill.
- F. Restore the Work with new Products in accordance with the requirements of Contract Documents.
- G. Maintain the integrity of the wall, ceiling, or floor construction; completely seal voids.
- H. Refinish surfaces to match the adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish the entire unit.
- I. Identify any hazardous substance or conditions exposed during the Work to the Architect for a decision or remedy.

#### 1.6 SPECIAL PROCEDURES

- A. Materials: As specified in the product Sections; match the existing with new products, or salvaged products as appropriate, for patching and extending work.
- B. Employ a skilled and experienced installer to perform alteration work.
- C. Cut, move, or remove items as necessary for access to the alterations and renovation Work. Replace

and

restore at completion.

- D. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace the materials as specified for finished Work.
- E. Remove the debris and abandoned items from the area and from concealed spaces.
- F. Prepare the surface and remove surface finishes to provide the installation of new Work and finishes,
- G. Close the openings in exterior surfaces to protect the existing Work from the weather and extremes of temperature and humidity.
- H. Remove, cut, and patch the Work in a manner to minimize damage and to provide a means of restoring products and finishes to the original or specified condition.
- I. Refinish the existing visible surfaces to remain in renovated rooms and spaces to the specified condition for each material, with a neat transition to the adjacent finishes.
- J. Where new Work abuts or aligns with the existing, provide a smooth and even transition. Patch the Work to match the existing adjacent Work in texture and appearance.
- K. When finished surfaces are cut so that a smooth transition with the new Work is not possible, terminate the existing surface along a straight line at a natural line of division and submit a recommendation to the Architect for review.
- L. Where a change of plane of 1/4 inch or more occurs, submit a recommendation for providing a smooth transition to the Architect for review.
- M. Trim existing doors as necessary to clear new floor finish. Refinish the trim as required.
- N. Patch or replace the portions of existing surfaces which are damaged, or showing other imperfections.
- O. Finish surfaces as specified in the individual product Sections, or as indicated on the Drawings.

#### 1.7 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain the site in a clean and orderly condition.
- B. Collect and remove the waste materials, debris, and rubbish from the site periodically or weekly and dispose of off-site.
- C. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

#### 1.8 FINAL CLEANING

- A. Execute final cleaning of areas affected by the Work prior to the final project assessment.
- B. Clean the interior glass surfaces, if any, exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

- C. Clean the equipment and fixtures to a sanitary condition using cleaning materials appropriate to the surface and material being cleaned.
- D. Remove the waste and surplus materials, rubbish, and the construction facilities from the site.

#### 1.9 PROTECTING INSTALLED CONSTRUCTION

- A. Protect the installed Work and provide special protection where specified in the individual specification sections.
- B. Provide temporary and removable protection for the installed products. Control activity in the immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Repair or replace the installed Work damaged by construction operations, as directed by the Architect.

#### **PART 2 - PRODUCTS**

Not Used.

#### **PART 3 - EXECUTION**

Not Used.

#### **END OF SECTION**

## 1 PART 1 – GENERAL

2  
3 REQUIREMENTS INCLUDED

4  
5 Execute cleaning, during progress of the work, and at completion of the work, as required by General  
6 Conditions.

7  
8 RELATED REQUIREMENTS

9  
10 Conditions of the contract.

11  
12 Each Specification Section: Cleaning for specific products or work.

13  
14 Cleaning at Contract Closeout - Section 01700.

15  
16 DISPOSAL REQUIREMENTS

17  
18 Conduct cleaning and disposal operations to comply with all local codes, ordinances, regulations and  
19 anti-pollution laws.

20  
21  
22 PART 2 - PRODUCTS23  
24 MATERIALS

25  
26 Use only those cleaning materials which will not create hazards to health or property and which will not damage  
27 surfaces.

28  
29 Use only those cleaning materials and methods recommended by manufacturer of the surface material to be  
30 cleaned.

31  
32 Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

33  
34  
35 PART 3 - EXECUTION36  
37 DURING CONSTRUCTION

38  
39 Execute periodic cleaning, not less than weekly, to keep the work, the site and adjacent properties free  
40 from accumulations of waste materials, rubbish and windblown debris resulting from construction  
41 operations.

42  
43 Provide on-site containers for the collection of waste materials, debris and rubbish per Section 01535.

44  
45 Remove waste materials, debris and rubbish from the site periodically, and dispose of at legal disposal  
46 areas away from the site.

47  
48 DUST CONTROL

49  
50 Clean interior spaces on an as-needed basis until work is finished.

51  
52 Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on  
53 wet or newly coated surfaces.

54  
55 PROGRESSIVE CLEANING

56  
57 Cleaning during construction is the responsibility of the Contractor. All areas shall be cleaned in a  
58 manner acceptable to Owner Representative.  
59

## 1 FINAL CLEANING

2  
3 Final cleaning before final inspection. Interior and exterior areas of the building shall be cleared of all rubbish  
4 and thoroughly cleaned by the Contractor, including the following:

5  
6 All construction facilities, debris, and rubbish shall be removed from the Owner's property and legally  
7 disposed of.

8  
9 All finished surfaces including floors, walls and ceilings shall be swept, dusted, washed, waxed and  
10 polished. This includes cleaning of the work of all finished trades where needed, whether or not  
11 cleaning for such trades is included in their respective SECTIONS.

12  
13 All ceilings, wall surfaces, floors, door frames, hardware, metal work, glass, enameled metals, and the  
14 like, shall be cleaned.

15  
16 Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior  
17 and exterior surfaces, and all work areas, to verify that the entire work is clean.

18  
19  
20 (END OF SECTION 01710)

**PART 1 - GENERAL**

## 1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Quality assurance.
- C. Maintenance service.
- D. Operations and maintenance manuals.
- E. Materials and finishes manuals.
- F. Equipment and systems manuals.
- E. Spare parts and maintenance materials.
- F. Product warranties and product bonds.
- G. Project Record documents

## 1.2 CLOSEOUT PROCEDURES

- A. Submit a written certification that the Contract Documents have been reviewed, the Work has been inspected, and that the Work is complete in accordance with the Contract Documents and is ready for the Architect's review.
- B. Provide submittals to Architect that are required by the governing or other authorities, including the following closeout documents:
  - 1. AIA Document G706 - Contractor's Affidavit of Payment of Debts and Claims, 1994 Edition.
  - 2. AIA Document G706A - Contractor's Affidavit of Release of Liens, 1994 Edition.
  - 3. AIA Document G707 - Consent of Surety to Final payment, 1994 Edition.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

## 1.3 QUALITY ASSURANCE

- A. Employ personnel assembling submittals experienced in the maintenance and the operation of the described products and systems.

## 1.4 MAINTENANCE SERVICE

- A. Submit a contract for furnishing service and maintenance of the components indicated in the specification Sections for one year from date of Substantial Completion, or during the warranty period, whichever period of time is the longest.
- B. Provide for an examination of the system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

- C. Include a systematic cleaning, examination, adjustment, and lubrication of the components. Repair or replace the parts whenever required. Use the parts produced by the manufacturer of the original component.
- D. Do not assign or transfer the maintenance service to an agent or Subcontractor without the prior written consent of the Owner.

#### 1.5 OPERATIONS AND MAINTENANCE MANUALS

- A. Submit the operations and maintenance data bound in 8-1/2 x 11 inch text pages, in maximum 2 inch size three D side ring commercial quality binders with durable cleanable plastic covers.
- B. Prepare binder cover with the printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of the project, and the subject matter of binder when multiple binders are required.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Drawings: Provide with reinforced punched binder tab. Bind in with the text; fold the larger drawings to the size of the text pages.
- E. Contents: Prepare the Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
  - 1. **Part 1:** Directory, listing the names, addresses, and telephone numbers of the Architect, Contractor, Subcontractors, and major equipment suppliers.
  - 2. **Part 2:** Operation and maintenance instructions, arranged by system and subdivided by the specification Section. For each category, identify the names, addresses, and telephone numbers of the Subcontractors and suppliers. Identify the following:
    - a. Significant design criteria.
    - b. List of equipment.
    - c. Parts list for each component.
    - d. Operating instructions.
    - e. Maintenance instructions for equipment and systems.
    - f. Maintenance instructions for [special] finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
  - 3. **Part 3:** Project documents and certificates, including the following:
    - a. Shop drawings and product data.
    - b. Air and water balance reports.
    - c. Certificates.
    - d. Originals of warranties and bonds.

#### 1.6 MATERIALS AND FINISHES MANUALS

- A. Building Products, Applied Materials, and Finishes: Include product data, with the catalog number, size, composition, and the color and texture designations. Include information for re-ordering custom manufactured products.
- B. Instruction for Care and Maintenance: include manufacturer's instructions for cleaning agents and methods, precautions against detrimental agents and methods, and a recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.

- D. Additional Requirements: As specified in the individual product specification Sections.
- E. Include a listing in the Table of Contents for design data, with a tabbed flysheet and a space for the insertion of data.

#### 1.7 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by the responsible subcontractors, suppliers, and manufacturers, within 10 days after the completion of the applicable item of work.
- B. Execute and assemble the transferable warranty documents and bonds from the subcontractors, suppliers, and manufacturers .
- C. Verify that the documents are in the proper form, contain full information, and are notarized.
- D. Co-execute the submittals when required.
- E. Include a Table of Contents and assemble in a three D side ring binder with a durable plastic cover.
- F. Submit prior to the final Application for Payment.
- G. Time of Submittals:
  - 1. Make submittals within 10 days after the Date of Substantial Completion, prior to the final Application for Payment.
  - 2. For items of Work for which acceptance is delayed beyond the Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty or bond period.

#### 1.8 PROJECT RECORD DOCUMENTS

- A. Maintain on the site one set of the following record documents; record actual revisions of the Work for all trades:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed Shop Drawings, Product Data, and Samples.
  - 6. Manufacturer's instructions for assembly, installation, and adjusting.
- B. Ensure the entries are complete and accurate, enabling future reference by the Owner.
- C. Store the record documents separate from the documents used for construction.
- D. Record information concurrent with the construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product Section description of the actual products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record the actual construction including:
  - 6. Measured locations of internal utilities and appurtenances concealed in the construction.
  - 7. Field changes of dimension and detail.

8. Details not on the original Contract drawings.
- H. Transfer the information from the Project Record Documents in paper form to the disc, or discs, and return to the Architect along with the Project Record Documents in paper form. The disc, or discs, will constitute the Project Record Documents in digital form.
- I. The Architect will review the Project Record Documents and compare them for accuracy, and if necessary return them to the Contractor for final correction. At the time of final submission, submit a claim for the final Application for Payment.
- J. No review or receipt of record of Project Record Documents by the Architect or the Owner shall be interpreted as a waiver of any deviation from the Contract Documents or Shop Drawings, or in any way relieve the Contractor from responsibility to perform the Work in accordance with the Contract Documents and the Shop Drawings to the extent they are in accordance with the Contract Documents
- K. Update the on-site Project Record Documents on a regular basis. Monthly payments will not be processed if Project Record Documents are not maintained up to date.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

**END OF SECTION**

## 1 PART 1 - GENERAL

2  
3 DESCRIPTION OF WORK: Basis of Design  
4 ARDEX K-15 SELF-LEVELING UNDERLAYMENT CONCRETE  
5 PART 1- GENERAL SUMMARY

6  
7 A. This is the recommended specification for ARDEX K 15® SELF-LEVELING UNDERLAYMENT CONCRETE for  
8 use over specified interior substrates.

## 9 SECTION INCLUDES

10 A. ARDEX K 15® SELF-LEVELING UNDERLAYMENT CONCRETE

11  
12 B. ARDEX P 51™ PRIMER

13  
14 C. ARDEX P 82™ ULTRA PRIME

15  
16 D. ARDEX E 25™ RESILIENT EMULSION

## 17 1.03 QUALITY ASSURANCE

18  
19 A. Installation of ARDEX K 15 must be by a factory-trained applicator, such as an ARDEX LevelMaster® or  
20 LevelMaster Elite® Installer, using mixing equipment and tools approved by the manufacturer. Please  
21 contact ARDEX at (888) 512-7339 for a complete list of Installers.

22  
23 B. Underlayment shall be able to be installed from 1/8" to 1 1/2" in one pour and up to 5" with the addition of  
24 aggregate. It may also be feathered to match existing elevations.

25  
26 C. Underlayment to be applied to a minimum thickness of 1/8" over highest point in the subfloor, with an  
27 average typical thickness of 1/4".

28  
29 D. Underlayment compressive strength shall be 4100 psi after 28 days per ASTM Ci 09/mod (air cure only).

30  
31 E. Underlayment shall be walkable after 2 hours and allow floor covering to be installed after 16 hours at 70F.

32  
33 F. Manufacturers certification that the product is cement-based having an inorganic binder content which is  
34 100% cement, to include Portland cement per ASTM C150: Standard Specification for Portland Cement  
35 and other specialty hydraulic cements.

## 36 DELIVERY, STORAGE AND HANDLING

37  
38 A. Deliver materials in their unopened packages and protect from extreme temperatures and moisture.  
39 Protect liquids from freezing.

## 40 SITE CONDITIONS

41  
42 A. ARDEX K 15 is a cementitious material. Observe the basic rules of concrete work. Do not install below  
43 50CF surface temperature. Install quickly if floor is warm and follow hot weather precautions available  
44 from the ARDEX Technical Service Department. Never mix with cement or additives other than ARDEX-  
45 approved products.

## 46 PART 2— PRODUCTS

## 47 MATERIALS

48  
49 A. The cement-based self-leveling underlayment shall be ARDEX K 15 SELF-LEVELING UNDERLAYMENT  
50 CONCRETE.

- 1  
2 B. Primer for standard absorbent concrete shall be ARDEX P 51 PRIMER.  
3  
4 C. Aggregate shall be well graded, washed gravel (1/8" to 1/4 or larger) for use when underlayment is  
5 installed over 1 1/2 thick.  
6  
7 D. Water shall be clean, potable, and sufficiently cool (not warmer than 70°F).  
8

#### 9 MIX DESIGNS

- 10 A. Standard mixing ratio: ARDEX K 15 is mixed in 2-bag batches at one time. Mix each bag of ARDEX K 15  
11 (55 lb.) with 7 quarts of water. Product shall be mixed in an ARDEX T-10 Mixing Drum using an ARDEX  
12 T-1 Mixing Paddle and a 1/2" heavy-duty drill (mm. 650 rpm). Mix thoroughly for approximately 2-3  
13 minutes to obtain a lump-free mixture. Follow written instructions per the ARDEX K 15 bag label.  
14  
15 B. Resilient mix for applications over cutback and non-water soluble adhesive residues, wood and metal: Use  
16 6 qt. of water and 2 qt. of ARDEX E 25 Resilient Emulsion for each bag of ARDEX K 15.  
17  
18 C. Aggregate mix: For areas to be installed over 1 1/2 thick, aggregate may be added to reduce material  
19 costs. Mix ARDEX K 15 with water first, then add from 1/3 up to 1 part by volume of aggregate (1/8 to 1/4"  
20 or larger). Do not use sand.  
21  
22 D. For pump installations, ARDEX K 15 shall be mixed using the ARDEX Levelcraft Automatic Mixing Pump.  
23 Start the pump at 210 gallons of water per hour, and then adjust to the minimum water reading that still  
24 allows self-leveling properties. DO NOT OVERWATER! Check the consistency of the product on the floor  
25 to ensure a uniform distribution of the sand aggregate at both the top surface and bottom of the pour. If  
26 settling is occurring, reduce the water amount and recheck. Conditions during the installation, such as  
27 variations in water, powder, substrate, and ambient temperature, require that the water setting be  
28 monitored and adjusted carefully to avoid overwatering.  
29

#### 30 EXECUTION

##### 31 PREPARATION

- 32  
33 A. All subfloors must be sound, solid, cleaned, and primed:  
34  
35 1. All concrete subfloors must be of adequate strength, clean, and free of all oil, grease, dirt, curing  
36 compounds and any substance that might act as a bondbreaker before priming. Mechanically clean if  
37 necessary using shot blasting or other. Acid etching and the use of sweeping compounds and solvents  
38 are not acceptable.  
39  
40 2. Cutback and other non-water soluble adhesive residues must be wet scraped to a thin, well-bonded  
41 layer.  
42  
43 3. All cracks in the subfloor shall be repaired to minimize telegraphing through the underlayment.  
44  
45 4. Substrates shall be inspected and corrected for moisture or any other conditions that could affect  
46 the performance of the underlayment or the finished floor covering.  
47

##### 48 49 B. JOINT PREPARATION

- 50 1. Moving Joints — honor all expansion and isolation joints up through the underlayment.  
51 2. Saw Cuts and Control Joints — fill all non-moving joints with ARDEX FEATHER FINISH® or ARDEX  
52 SD-P as required.  
53

##### 54 C. PRIMING

- 55 1. Primer for standard absorbent concrete subfloors: Mix ARDEX P 51, 1:1 with water and apply  
56 evenly with a soft push broom. Do not leave any bare spots. Remove all puddles and excess primer.  
57 Allow to dry to a clear, thin film (mm. 3 hours, max. 24 hours). Underlayment shall not be applied

1 until the primer is dry. Primer coverage is approximately 400 to 600 sq. ft. per gallon.

2  
3 2. Primer for extremely absorbent concrete subfloors: Make an initial application of ARDEX P 51 mixed  
4 with 3 parts water using a soft push broom. Do not leave any bare spots. Remove all puddles and  
5 excess primer. Allow to dry thoroughly before proceeding with the standard application of primer as  
6 described above for standard absorbent concrete.

7  
8 3. Minimum drying time for ARDEX P 82 over cutback adhesive is 18 hours.

9  
10 APPLICATION OF UNDERLAYMENT

11 A. INSTALLATION

12  
13 1. Pour or pump the liquid ARDEX K 15 and spread in place with the ARDEX T-4 Spreader. Use the  
14 ARDEX T-5 Smoother for featheredge and touch-up. Wear baseball shoes with non-metallic cleats to  
15 avoid leaving marks in the liquid ARDEX K 15. Underlayment can be walked on in 2-3 hours at 70°F.

16  
17 2. Steel subfloors require that the substrate first be primed with an anti-corrosive paint. After thorough  
18 drying of the paint, prime this surface with ARDEX P 82.

19  
20 PREPARATION FOR FLOORING INSTALLATION

21  
22 A. Underlayment can accept finish floor covering materials, to include Carpet, after 16 hours at 70°F and  
23 50% relative humidity.

24  
25 B. Due to the wide range of adhesives that are used to install floor coverings, some adhesives may dry more  
26 quickly over Ardex underlayments than over other substrates. If this condition occurs, priming the surface  
27 of the underlayment with ARDEX P 51 Primer diluted 1:3 with water will even out the drying of the  
28 adhesive. Allow the primer to dry 1-3 hours before proceeding with the adhesive installation.

29  
30 PROTECTION

31 A. Prior to the installation of the finish flooring, the surface of the underlayment should be protected from  
32 abuse by other trades by the use of plywood, Masonite or other suitable protection course.

33  
34 END OF SECTION

1  
2 Adhesives: ARDEX GS-4 Self Leveling Repair Underlayment for Distressed Gypsum and Wood Subfloors:

3  
4 **SUBSTRATE PREPARATION:**

5 All existing substrates must be solid, thoroughly clean and free of oil, wax, grease, asphalt, latex compounds, curing  
6 and sealing compounds, and any contaminant that might act as a bond breaker. Mechanically clean the floor down to  
7 a sound, solid surface by shot blasting, scarifying or similar. Acid etching, adhesive removers, solvents and sweeping  
8 compounds are not acceptable means of cleaning the substrate. The use of sanding equipment is only effective to  
9 remove sealers on wood substrates. Where applicable, prepare non-water-soluble adhesives down to a thin, well-  
10 bonded residue by wet scraping. Water-soluble adhesives must be mechanically removed. Gypsum surfaces must be  
11 dry and properly primed for a successful installation. Substrate and air temperatures must be a minimum of 50°  
12 F(10°C) for the installation of ARDEX products.

13  
14 The surface must be clean and free of oil, grease, wax, dirt, varnish, shellac and any contaminant that might act as a  
15 bond breaker. Do not use solvents, strippers or cleaners. Vacuum all dust and debris. Open joints should be filled  
16 with ARDEX FEATHER FINISH® SELF-DRYING, CEMENT-BASED FINISHING UNDERLAYMENT. It is the  
17 responsibility of the installation contractor to ensure that the subfloor is thoroughly clean and properly prepared prior to  
18 the installation of any ARDEX material.

19  
20 **PRIMING:**

21 Existing gypsum substrates or small areas of replacement over standard absorbent concrete require two applications  
22 of ARDEX P 51™PRIMER. Make an initial application of ARDEX P 51™ mixed with 3 parts by volume of water. Apply  
23 evenly with a soft push broom. Do not use paint rollers, mops or spray equipment. Do not leave any bare spots.  
24 Brush off puddles and excess primer. Let dry thoroughly (1 to 3 hours) and install a second application of ARDEX P 51  
25 mixed 1:1 with water as stated above. Allow primer to dry to a clear, thin film (min. 3 hours, max. 24 hours).

26  
27 Replacement of small areas down to the original substrate, including non-porous substrates, burnished concrete,  
28 terrazzo, quarry and ceramic tile, non-water-soluble adhesive residue on concrete and extruded polystyrene insulation  
29 must be primed with ARDEX P 82™ ULTRA PRIME. The edges of the exiting gypsum must also be primed. Follow  
30 mixing instructions on container and apply with a short-nap or sponge pain roller, leaving a thin coat of primer. Do not  
31 leave any bare spots. Brush off puddles and excess primer. Allow primer to dry to a thin, slightly tacky film (min. 3  
32 hours, max. 24 hours).

33  
34 **MIXING AND APPLICATION – MANUALLY**

35 ARDEX GS-4 is mixed in 2-bag batches at one time. Mix each 50 lb. bag with 4.0 quarts (3.8 liters) of water. Put the  
36 water in the mixing drum first, then add each bag of ARDEX GS-4 while mixing with an ARDEX T-1 Paddle and a ½”  
37 heavy-duty drill (min. 650 rpm). Mix thoroughly for approximately 3 to 4 minutes to obtain a lump-free mix. Do not  
38 overwater! Yellowish foam while mixing, or settling of the sand aggregate while placing, indicates overwatering.

39  
40 ARDEX GS-4 has a flow time of 10 minutes at 70°F (21° C). Pour the liquid mix onto the floor and spread with the  
41 ARDEX T-4 Spreader. Immediately smooth the material with the ARDEX T-5 Smoother. Wear baseball or soccer  
42 shoes with non-metallic cleats to avoid leaving marks in the liquid ARDEX GS-4. Do not install below 50°F (10°C)  
43 surface and air temperature.

44 **THICKNESS OF APPLICATION:**

45 ARDEX GS-4 must be installed at a minimum thickness of 1/8” over the highest point in the floor, which typically results  
46 in an average thickness of ¼” over the entire floor. ARDEX GS-4 can be installed up to 2” over large areas in one  
47 pour, and up to 5” with the addition of proper aggregate. ARDEX GS-4 can also be tapered to meet existing  
48 elevations.

49  
50 For areas with a thickness greater than 2”, mix ARDEX GS-4 with washed and well-graded 1/8” – ¼” pea gravel. Mix  
51 ARDEX GS-4 with water first, and then add 1 part by volume of aggregate, mixing until the aggregate is completely  
52 coated. Do not use sand. If aggregate is wet reduce the amount of water to avoid overwatering.

53  
54 The addition of aggregate will diminish the workability of the product and make it necessary to install a finish coat to  
55 obtain a smooth surface. Allow the initial application to dry for 12-16 hours. Prime this layer with ARDEX P 51 mixed  
56 1:1 with water as stated above. Allow the primer to dry (min. 3 hours, max. 24 hours) before installing the finish coat.

57  
58 **INSTALLATION OF FLOORING:**

59 Floor covering material can be installed after the underlayment has dried thoroughly. Drying time will be a function of  
60 jobsite temperature and humidity conditions, as well as the installation thickness.

1  
2 While a ¼" thick installation may be dry enough for some types of floor covering after only a few days, additional drying  
3 time may be necessary for deeper installations, or for the installation of more moisture-sensitive flooring. Provide  
4 continuous ventilation and adequate electrical or natural gas heat to remove moisture from the ARDEX GS-4.  
5

6 After allowing a minimum of 48 hours drying time after placement, test the ARDEX GS-4 for drying time after  
7 placement, test the ARDEX GS-4 for dryness by placing a piece of heavy plastic or a smooth rubber mat down over a  
8 2' x 2' area. After 24 hours, lift the barrier material and inspect for surface darkening. A darkened area indicates  
9 excessive moisture is still present, and further drying time is required. Repeat the above test at regular intervals until  
10 no darkening is observed. Once the installation is deemed dry, prime the entire area with ARDEX P 51 mixed with 3  
11 parts by volume of water as stated above. Allow drying to a clear, thin film (min. 3 hours, max. 24 hours) before  
12 applying the adhesive and the floor covering. The use of ARDEX P 51 will help ensure that the adhesive has sufficient  
13 open time prior to placing the floor covering.  
14

15 **TECHNICAL DATA ACCORDING TO ARDEX QUALITY STANDARDS:**

16 All data is based on a mixing ratio of 4 parts powder to 1 part by volume of water at 70°F (21°C)  
17

18 **Mixing Ratio:** 4 quarts of water per one 50 lb bag

19 **Coverage:** 22 sq. ft per bag at ¼"

20 11 sq. Ft per bag at ½"  
21

22 **Flow Time:** 10 minutes at 70°F (21°C)  
23

24 **Initial Set:** Approximately 30 minutes at 70°F (21°C)

25 **(ASTM C191)**  
26

27 **Final Set:** Approximately 60 minutes at 70°F (21°C)

28 **(ASTM C191)**  
29

30 **Compressive**  
31 **Strength (ASTM**  
32 **C109/mod – Air**  
33 **Cure only):**

4000 psi at 28 days  
34

35 **Flexural Strength:**  
36 **(ASTM C348)**

1500 psi at 28 days  
37

38 **Flammability:**  
39 **(ASTM E84)**

Flame Spread  
Fuel Contribution  
Smoke Development  
40  
41

42 **Walkable:** 3 hours at 70°F (21°C)  
43

44 **Install Floor**  
45 **Covering:**

Minimum 2-3 days at 70°F (21°C)/50% RH  
46

47 **Packaging:**

50 lb/22.7 kg net weight in paper bags  
48

49 **Storage:**

Store in a cool dry area, Do not expose bags to sun.  
50

51 **Shelf Life:**

One year  
52

53 **Warranty:**

Ardex Engineering Cements Standard Limited Warranty applies.  
54

55 Adhesives (cements): "Asbestos-free", as supplied, recommended and approved by flooring manufacturer to suit  
56 material and substrate conditions to insure flooring warranty conditions are met. Coordinate with Division 3 to insure  
57 selected adhesives are compatible with curing/sealing compounds installed.  
58  
59  
60

1  
2 All adhesives must comply with Green label Testing Program Limits as follows:

3  
4 Rubber Flooring / Base Installation: 150g/L. VOC Limit  
5 Carpet Installation: 150g/L. VOC Limit  
6 Adhesive Primer: 650g/L. VOC Limit  
7

8 PART 3 - EXECUTION

9  
10 INSPECTION:

11  
12 Examine the areas and conditions under which resilient flooring and accessories are to be installed and do not proceed  
13 with the work until unsatisfactory conditions have been corrected.

14  
15 Perform previously specified tests on concrete slabs to determine that concrete surfaces are sufficiently cured  
16 and ready to receive flooring. Submit test results prior to commencing installation.

17  
18 PREPARATION:

19  
20 Prior to laying flooring, broom clean or vacuum surfaces to be covered and inspect subfloor. Start of flooring installation  
21 indicates acceptance of subfloor conditions and full responsibility for completed work.

22  
23 Use leveling compound as recommended by flooring manufacturer for filling small cracks and depressions in  
24 subfloors.

25  
26 Apply concrete slab primer, if recommended by flooring manufacturer, prior to application of adhesive. Apply in  
27 compliance with manufacturer's directions.

28  
29 INSTALLATION:

30  
31 General:

32  
33 Install flooring after finishing operations, including painting, have been completed and permanent heating  
34 system is operating. Moisture content of concrete slabs, building air temperature and relative humidity must be  
35 within limits recommended by flooring manufacturer.

36  
37 Place flooring with adhesive cement in strict compliance with manufacturer's recommendations. Butt tightly to  
38 vertical surfaces, thresholds, nosings and edgings. Scribe around obstructions and to produce neat joints, laid  
39 tight, even, and straight. Extend flooring into toe spaces, door reveals, and into closets and similar openings.  
40 Maintain reference markers, holes or openings that are in place or plainly marked for future cutting by  
41 repeating on finish flooring as marked on subfloor. Use chalk or other non-permanent marking device.

42  
43 Install flooring on covers for telephone and electrical ducts, and other such items as occur within finished floor  
44 areas.

45  
46 Install flooring around drain covers. Bring covers to the same elevation as floor material to prevent a tripping  
47 hazard.

48 Maintain overall continuity of color and pattern with pieces of flooring installed on these covers. Tightly cement  
49 edges to perimeter of floor around covers and to covers.

50  
51 Tightly cement flooring to subbase without open cracks, voids, raising and puckering at joints, telegraphing of  
52 adhesive spreader marks, or other surface imperfections.

53  
54 Tile Floors:

55  
56 Lay tile from center marks established with principal walls, discounting minor offsets, so that tile at opposite  
57 edges of the room are of equal width. Adjust as necessary to avoid use of cut widths less than 1/2 tile at room  
58 perimeters. Lay tile square to room axis, unless otherwise shown.

59  
60 Match tiles for color and pattern by using tile from cartons in same sequence as manufactured and packaged.

1 Cut tile neatly to and around all fixtures. Broken, cracked, chipped or deformed tiles are not acceptable.

2

3

Lay tile with grain in tile running in the same direction.

4

5

Accessories:

6

7

Apply resilient base to walls, columns, pilasters, casework and other permanent fixtures in rooms or areas where base is required. Except as otherwise indicated, base is required in rooms and areas which have finished floor surfaces and that exist currently. Install base in as long lengths as practicable, with preformed corner units, or fabricated from base materials with mitered or coped inside corners. Tightly bond base to backing throughout the length of each piece, with continuous contact at horizontal and vertical surfaces.

10

11

12

13

On masonry surfaces, or other similar irregular surfaces, fill voids along top edge of resilient wall base with manufacturer's recommended adhesive filler material.

14

15

16

Place resilient edge strips tightly butted to flooring and secure with adhesives. Install edging strips at all unprotected edges of flooring, unless otherwise shown.

17

18

19

Apply resilient accessories at stair systems as indicated and in strict conformance to manufacturer's installation instructions.

20

21

22

CLEANING AND PROTECTION:

23

24

Remove any excess adhesive or other surface blemishes, using neutral type cleaners as recommended by flooring manufacturer. Protect installed flooring from damage by covering.

25

26

27

Finishing: After completion of project and just prior to final inspection of work, thoroughly clean floors and accessories.

28

29

Apply wax and buff, with type of wax, number of coats and buffing procedures in compliance with flooring manufacturer's instructions.

30

31

32

END OF SECTION

## 1 PART 1 - GENERAL

2  
3  
4 DESCRIPTION OF WORK:

5  
6 The extent of each type of architectural woodwork is shown. Architectural woodwork is defined to include (in addition to  
7 | items so designated on the drawings) [all exterior and interior](#) miscellaneous exposed [to view woodwork and](#) wood  
8 | members commonly known as "Finish Carpentry" or "Millwork", except where specified under another section of these  
9 | specifications.

10  
11 The types of architectural woodwork include, but are not necessarily limited to, the following:

12  
13 Plastic laminate countertops, backsplashes, sills, faces and edges.

14  
15 RELATED WORK UNDER OTHER SECTIONS:

16  
17 Architectural Woodwork - Section 06400.

18  
19 QUALITY ASSURANCE:

20  
21 Quality Standards: Except as otherwise shown or specified, comply with specified provisions of the following:

22  
23 | Architectural Woodwork Institute (AWI) "Quality Standards" [, current edition](#).

24  
25 Quality Marking: Mark each unit of architectural woodwork with mill's or fabricator's identification and grade mark,  
26 | located on surfaces which will not be exposed after installation.

27  
28 [Work in this section shall be performed by a firm certified by the Architectural Woodwork Institute \(AWI\) Quality](#)  
29 [Certification Program.](#)

30  
31 [Work in this section shall comply with the specified grade\(s\) of work and section\(s\) of the current edition of the](#)  
32 [Architectural Woodwork Institute quality standards.](#)

33  
34 [Compliance shall be evidenced by the firm through the application of AWI Quality Certification Program labels on the](#)  
35 [work according to AWI/QCP labeling guidelines.](#)

36  
37 [Certification Labels shall be applied to each item of work.](#)

38  
39 [The Contractor, upon award of the Work, shall register the work under this section with the AWI Quality](#)  
40 [Certification Program. AWI QCP Phone 1-800-449-8811.](#)

41  
42 Composite wood products must contain no added urea-formaldehyde resins.

43  
44 SUBMITTALS:

45 Manufacturer's Data: Submit manufacturer's specifications and installation instructions for each item of  
46 | factory-fabricated woodwork.

47  
48 Quality Certification: Submit manufacturer's (fabricator's) certification, stating that the fabricated work meets  
49 | the woodwork grade(s) specified.

50  
51 Submit certification that composite wood and agri-fiber products contain no added urea-formaldehyde resins.

52  
53 Submit FSC wood certification documentation, including chain-of-custody documentation, from the  
54 | manufacturer declaring conformance with Forest Stewardship Council Guidelines for certified wood building  
55 | components.

56  
57 Shop Drawings: Submit shop drawings [of the Work in this Section](#) showing location of each item, dimensioned  
58 | plans and elevations, large scale details, attachment devices and other components [as per AWI Appendix](#).  
59 | In lieu of shop drawings, a field sample can be provided and approved by the Architect.

1 Samples: Submit the following samples for each species and cut or pattern of architectural woodwork:

2  
3 Plastic laminate; manufacturer standard chain, minimum twenty (20) colors, not including wood grains or  
4 marbles.

5  
6  
7 [Mock-ups shall show reveals, transitions, joinery, and attachments.](#)

8  
9 PRODUCT DELIVERY, STORAGE AND HANDLING:

10  
11 Protect woodwork during transit, delivery, storage and handling to prevent damage, soiling and deterioration.

12  
13 Do not deliver woodwork, until painting, wet work, grinding and similar operations which could damage, soil or  
14 deteriorate woodwork have been completed in installation areas. If, due to unforeseen circumstances, woodwork must  
15 be stored in other than installation areas, store only in areas meeting requirements specified for installation areas.

16 [Comply with AWI Section 1700-G-3.](#)

17  
18 JOB CONDITIONS:

19  
20 Examine the substrates and conditions under which the work is to be installed; and notify the Contractor in writing of  
21 unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected.

22  
23 Conditioning: Advise the Contractor of temperature and humidity requirements for woodwork installation areas. Do not  
24 install woodwork until the required temperature and relative humidity have been stabilized and will be maintained in  
25 installation areas.

26  
27 Maintain temperature and humidity in installation area as required to maintain moisture content of installed woodwork  
28 within a 1.0 percent tolerance of the optimum moisture content, from the date of installation through the remainder of  
29 the construction period. The fabricator of the woodwork shall determine the optimum moisture content and required  
30 temperature and humidity conditions.

31 [Comply with AWI Section 1700-G-4.](#)

32  
33  
34 PART 2 - PRODUCTS

35  
36 BASIC MATERIALS AND FABRICATION METHODS:

37  
38 General: Except as otherwise indicated, comply with the following requirements for [the Work in this Section](#):  
39 [All Work in this Section shall be AWI Premium Grade unless indicated.](#)

40  
41 [Provide materials and workmanship that comply with the requirements of the AWI quality standard for each type of](#)  
42 [woodwork and quality grade indicated. If the following products are part of the Work in this Section, provide materials](#)  
43 [that comply with the referenced product standards that apply to the product characteristics indicated.](#)

44  
45 [ANSI A208.1 - Wood Particleboard.](#)

46  
47 [ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.](#)

48  
49 [AWI QSI Current Edition - Architectural Woodwork Quality Standards Illustrated; Architectural Woodwork](#)  
50 [Institute.](#)

51  
52 [AWPA C2 - Lumber, Timbers, Bridge Ties and Mine Ties - Preservative Treatment by Pressure Processes;](#)  
53 [American Wood Preservers Association.](#)

54  
55 [HPVA HP-1 - Voluntary Standard for Hardwood and Decorative Plywood; Hardwood Plywood and Veneer](#)  
56 [Association.](#)

57  
58 [NIST PS 1 - Construction and Industrial Plywood.](#)

59  
60 [NIST PS 20 - American Softwood Lumber Standard.](#)

Curved Hardwood Plywood: HPVA HP-1 Grade AA Type II Core Type J; Graded in accordance with AWI Premium; 3/4 inch (19 mm) thick, 7 ply veneer core, consisting of 3 hardwood plies with grain perpendicular to each other and 1/16 inch (1.6 mm) thick crossbands; form continuous curved panel under controlled pressure methods, type of glue recommended for application; Grade AA veneer. Run grain of face and back veneers vertically. Contact cemented or saw-kerfed and bent plywood will NOT be accepted.

Fire Retardant Particleboard: ANSI A208.1 Type 1, Fire Retardant, UL Class 1.

High Pressure Decorative Laminate: NEMA LD 3

Manufacturers: (Subject to compliance with requirements)

Formica Corporation

Nevamar

Westinghouse Electric Corporation, Specialty Products Division

Wilsonart

Wheatboard - ANSI A208.2, Classification M3.

Wood Moisture Content: Comply with requirements of referenced quality standard for the moisture content of the Work in this Section in relation to relative humidity conditions existing during the time of fabrication and in installation areas; 5% to 10% for interior work and 9% to 15% for exterior work (AWI 100-S-11). Provide kiln-dried lumber and maintain optimum moisture content in solid wood (hardwood and softwood) through fabrication, installation, and finishing operations of interior work; as follows:

Moisture: 5 to 10 percent range.

#### Fire Treated Materials and Locations:

Fire resistance requirements: Treat those items required to be treated by authorities having jurisdiction over Work, and those items indicated as "Fire Retardant Treated Wood".

#### INTERIOR MATERIALS:

Plastic Laminate: Comply with NEMA LD1; type, thickness, color, pattern and finish as indicated for each application on the drawings.

Miscellaneous Concealed Materials: Unless specified herein, provide concealed ~~or semi-concealed~~ materials, as part of the work of this section, conforming to the following requirements:

Hardboard: Tempered; perforated where so indicated; smooth surface(s) where not concealed; 1/8" minimum thickness except as otherwise specified or shown.

Standing and Running Trim: AWI Section 300, Premium grade, transparent finish.

If indicated to be painted, provide closed grain hardwood.

Fabricate wood trim to dimensions, profiles and details shown. Rout or groove —reverse side (backed-out) of trim members to be applied to flat surfaces, except for members with ends exposed in the finished work. Shop fabricate to the greatest extent possible.

#### Plastic Laminate Work:

General: Where counters are indicated or required, provide complete with plastic laminated faces, edges, backsplashes and side splashes. Provide balancing (backing) sheets where required by AWI 400-26.

1  
2 Material Surface Quality:

3  
4 Horizontal Surfaces: Grade 10 (0.048" thick), [general-purpose](#) type, (high pressure).

5  
6 Horizontal Surfaces: Grade 41 (0.051" thick), solid core type, high pressure.

7  
8 [Exposed](#) Surfaces: Grade 20 (0.020" thick), [general-purpose](#) type (high-pressure).

9  
10 [Semi-Exposed parts: High-Pressure Laminate compatible color, nominal .028" thick.](#)

11  
12 [Concealed parts](#):- Grades 72 or 91, as required, (0.020" thick), backer type, (high-pressure).

13  
14 Manufacture: Formica, grades as indicated; Wilson Art, or Nevamar; of the colors, textures, finish  
15 (reflectance) and patterns as selected.

16  
17 Core: 3/4" thick particleboard, CS 236, Type 2, medium density, Class 1; Norbord "MR" Medium Density  
18 Fiberboard, 3/4" wheatboard; or other AWI approved core materials.

19  
20 Quality for Integral Work: Where plastic laminate finished elements are an integral part of wood casework,  
21 provide same Quality Grade specified for other portions of casework.

22  
23 [Core for casework and countertops where sinks occur: Shop sanded exterior grade veneer core plywood: or](#)  
24 [industrial grade phenolic resin particleboard or fiberboard with a 24 hr. thickness swell factor of 5% or less and](#)  
25 [a 24 hr. water absorption factor of 10% or less.](#)

26  
27 Openings: Cut openings in tops for equipment which is to be installed under other sections of these  
28 specifications. Verify size of opening with actual size of equipment to be used, prior to making openings. Form  
29 inside corners to a radius of not less than 1/8". After sawing, rout and file cutouts to ensure smooth, crack-free  
30 edges. Seal exposed edges after cutting with a waterproofing material recommended by the top material  
31 manufacturer.

32  
33 FINISH FOR ARCHITECTURAL WOODWORK:

34  
35 General: The entire finish of architectural woodwork is work of this section, regardless of whether shop applied or  
36 applied after installation.

37  
38 Comply with AWI Quality Standards, Section 1500 [Premium Grade](#), for sanding, filling countersunk fasteners, back  
39 priming and similar preparations for the finishing of architectural woodwork, as applicable to each unit of work. [Sand](#)  
40 [Work smooth and set exposed nails and screws. Apply wood filler in exposed nail and screw indentations. Use wood](#)  
41 [filler that matches surrounding surfaces.](#)

42  
43 [Back prime and seal concealed or internal surfaces with two coats sealer compatible with thickness of exposed finish.](#)

44  
45  
46 PART 3 - EXECUTION

47  
48 PREPARATION:

49  
50 Condition woodwork to average prevailing humidity conditions in installation areas prior to installing.

51  
52 [Do not deliver Work in this Section until all wet work is completed and that building is permanently enclosed and that](#)  
53 [the HVAC is operational.](#)

54  
55  
56 Pre-Installation Meeting: Meet at the project site prior to delivery of architectural woodwork and review the coordination  
57 and environmental controls required for proper installation and ambient conditioning in the areas to receive the work.  
58 Include in the meeting the Contractor, and the related sub-contractors, the Architect and other Owner representatives  
59 (if any). Proceed with the woodwork installation only when everyone concerned agrees that the required ambient  
60 conditions can be properly maintained.

1  
2 Deliver concrete inserts and similar anchoring devices to be built into substrates, well in advance of the time substrates  
3 are to be built.

4  
5 Prior to installation of architectural woodwork, examine [shop-fabricated](#) work for [completion](#) and complete work as  
6 required, including back priming and removal of packing. [Verify adequacy of backing and internal support framing.](#)

7  
8 INSTALLATION:

9  
10 [Comply with AWI Section 1700 Premium Grade.](#)

11  
12 Install the work plumb, level, true and straight with no distortions. Shim as required using concealed shims. Install to a  
13 tolerance of 1/8" in 8'-0" for plumb and level (including countertops); and with 1/16" maximum offset in flush adjoining  
14 surfaces, 1/8" maximum offsets in revealed adjoining surfaces.

15  
16 Scribe and cut work to fit adjoining work, and refinish cut surfaces or repair damaged finish at cuts.

17  
18 Standing and Running Trim: Install with minimum number of joints possible, using full-length pieces (from maximum  
19 length of lumber available) to the greatest extent possible. Stagger joints in adjacent and related members. Cope at  
20 returns, miter at corners, and comply with Quality Standards for joinery.

21  
22 Anchor woodwork to anchors or blocking built-in or directly attached to substrates. Secure to grounds, stripping and  
23 blocking with countersunk, concealed fasteners and blind nailing as required for a complete installation. Except where  
24 prefinished matching fasteners heads are required, use fine finishing nail for exposed nailings, countersunk and filled  
25 flush with woodwork, and matching finish where transparent finish is indicated.

26  
27 Countertops: Anchor securely to base units and other support systems as indicated.

28  
29 | Where tops and/or splashes do not abut the adjacent wall surfaces, provide a clear paintable [caulking](#) bead or  
30 other approved trim closure.

31  
32 Wood Shelving: Complete the assembly of units and install in the areas indicated, including hardware and accessories  
33 as indicated.

34  
35 FASTENING OF INTERIOR WOODWORK:

36  
37 Nailing: Blind nail where possible; where not possible, use fine finishing nails, countersunk, then fill voids with  
38 color-matched putty stick.

39  
40 Anchoring: Secure woodwork to anchors or blocking built-in or directly attached to substrates.

41  
42 ADJUSTMENT, CLEANING, FINISHING AND PROTECTION:

43  
44 Repair damaged and defective woodwork wherever possible to eliminate defects functionally and visually; where not  
45 possible to repair properly, replace woodwork. Adjust joinery for uniform appearance.

46  
47 Clean hardware, lubricate and make final adjustments for proper operation.

48  
49 Clean woodwork on exposed and semi-exposed surfaces, including spaces within casework cabinets. Touch-up  
50 shop-applied finishes to restore damaged or soiled areas.

51  
52 Complete the finishing work specified as work of this section, to whatever extent not completed at the shop or prior to  
53 installation of woodwork.

54  
55 Protection: Advise the Contractor of final protection and conditions to be maintained to ensure that the work will be  
56 without damage or deterioration at the time of acceptance.

57  
58 (END OF SECTION 06400)

## 1 PART 1 - GENERAL

2  
3 DESCRIPTION OF WORK:4  
5 All resilient flooring work indicated on the drawings and herein specified.6  
7 PRE-INSTALLATION CONFERENCE:8  
9 Pre-Installation Conference: Meet at the project well in advance of the time scheduled for work, (a minimum of one  
10 week), and review requirements for the work and conditions which could possibly interfere with successful performance  
11 of the work. Require all parties concerned with the work, or required to coordinate with it, or to protect it thereafter, to  
12 attend the conference, including:13  
14 Owner or Representative  
15 General Contractor  
16 Installer  
17 Manufacturer(s) Representatives  
18 Architect19  
20 QUALITY ASSURANCE:21  
22 Provide resilient flooring and accessories produced by a single manufacturer with the underlayment that's acceptable  
23 to the flooring manufacturer.24  
25 If requested, finish a sample room for Architect's approval, prior to continuing with the work.26  
27 Substrate Testing:28  
29 Calcium Chloride Test Requirements: Perform anhydrous calcium chloride testing in accordance with ASTM F  
30 1869-98, and forward copies of the test reports to the Architect, Owner, General Contractor, and Flooring  
31 Manufacturer's Representative.32  
33 Surface Tension Test Requirements: Perform pull off test in accordance with ASTM D4541 "Standard Test  
34 Method for Pull Off Strength of Coatings Using Portable Adhesion Testers" to test substrate surface tension.35  
36 In-Situ Relative Humidity Test Requirements: Perform in-situ relative humidity testing in accordance with  
37 ASTM F 2170-02, and forward copies of the test reports to the Architect, Owner, General Contractor, and  
38 Flooring Manufacturer's Representative.39  
40 SUBMITTALS:41  
42 Manufacturer's Data:43  
44 For information only, submit copies of manufacturer's technical data and installation instructions for each type  
45 of resilient flooring and accessory.46  
47 Submit flame spread test reports in accordance with UL Standard #992, for Index of 0-75.48  
49 Samples:50  
51 Submit sets of samples of each type, color and finish of resilient flooring and accessory required. Provide  
52 full-size tile units and 12" square samples of sheet flooring and 6" long sample of accessory. Include full range  
53 of flooring color and pattern variation. Sample submittals will be reviewed for color, texture and pattern only.  
54 Compliance with all other requirements is the exclusive responsibility of the Contractor.55  
56 Certifications:57  
58 Submit manufacturer's certifications indicating all resilient flooring materials conform to the following  
59 standards:

60

1  
2  
3 Resilient Flooring

4  
5 ASTM E648; NFPA - 253, Critical radiant Flux 0.45 watts/cm<sup>2</sup> or greater.  
6 ASTM E622; NFPA - 258, NBS Smoke Density 450 or less.

7  
8 Rubber Flooring:

9  
10 UL #992 - 2.0 or less.  
11 ASTM E162 - 50 or less.  
12 ASTM E84 - 75 or less.

13  
14 Submit manufacturer's certification that all products and materials, including mastics, furnished and installed  
15 under this Section are "Asbestos-Free".

16  
17 In conformance with the LEED goal of the Low-Emitting Materials credit, the contractor will be required to  
18 certify from the manufacturer that adhesives must meet or fall below the maximum VOC limits, as indicated in  
19 the specifications, to be submitted to the architect during the submittal phase of the project to be used for  
20 project LEED certification. Refer to Section 01300 for additional detail.

21  
22 Maintenance Instructions:

23  
24 Submit copies of manufacturer's written instructions for recommended maintenance practices for each type of  
25 resilient flooring and accessories.

26  
27 Replacement Material:

28  
29 After completion of work, deliver replacement materials to the project site, as follows:

30  
31 Tile flooring, not less than one box for each 50 boxes, or fraction thereof, for each type, size and color  
32 installed.

33  
34 Rubber flooring: not less than ten (10) full size pieces of each color used.

35  
36 Furnish replacement materials from the same manufactured lot as the materials installed.

37  
38 JOB CONDITIONS:

39  
40 Continuously heat areas to receive flooring to 70 degrees F. for at least 48 hours prior to installation, when project  
41 conditions are such that heating is required. Maintain 70 degrees F. temperature continuously during and after  
42 installation as recommended by flooring manufacturer, but for not less than 48 hours.

43  
44 PART 2 - PRODUCTS

45  
46 COLORS AND PATTERNS:

47  
48 Provide colors and patterns as shown or scheduled, or as selected from manufacturer's standards.

49  
50 Unless a greater amount is shown, include 10% of resilient flooring area for borders, stripes and/or patterns as  
51 directed by the Architect's future sketch.

52  
53 RUBBER FLOORING AND TRANSITION STRIPS:

54  
55 Manufacturer: ROPPE, Style 995, Color as per drawings; or approved equal.

56  
57 Description: 100% synthetic virgin rubber elastomers, non-conductive, anti-static, slip-resistant flooring.

58  
59 Profile: Per the drawings  
60

1 Color: As indicated on the drawings

2

3 ACCESSORIES:

4

5 Resilient Base:

6

7 Provide base complying with FS SS-W-40; Type II vinyl, with matching end stops and preformed or molded  
8 corner units, as follows:

9

10 Height: 6", unless shown otherwise.

11

12 Thickness: 1/8" gage.

13

14 Style: Standard top-set cove, except where carpet, provide straight coveless base.

15

16 Color: Provide colors as noted on drawings.

17

18 Adhesives (cements): "Asbestos-free", as supplied, recommended and approved by flooring manufacturer to suit  
19 material and substrate conditions to insure flooring warranty conditions are met. Coordinate with Division 3 to insure  
20 selected adhesives are compatible with curing/sealing compounds installed.

21

22

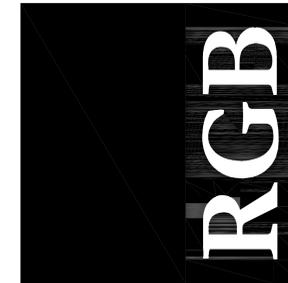
23 (END OF SECTION)

# RESIDENCE HALL RENOVATIONS AT

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## LIST OF DRAWINGS

A000 COVER SHEET

### ARCHITECTURAL

A001 ABBREVIATIONS, SYMBOLS & CONSTRUCTION TYPES  
D101 DEPOSITION FIRST FLOOR PLAN  
A101 FIRST FLOOR PLAN  
FF101 FINISH FLOOR PLAN

NEW RESIDENCE HALL - 5470

STATUS: CONSTRUCTION DOCUMENTS

DATE: FEBRUARY 1, 2012

# ABBREVIATIONS

<p> <b>AF</b> ABOVE FINISHED FLOOR  <b>AF</b> ABOVE FLOOR  <b>ACP</b> ACCESSORY PANEL  <b>ACC</b> ACCESSORY, ACCESSORIES  <b>ACUS</b> ACOUSTICAL  <b>ACT</b> ACOUSTIC CEILING TILE  <b>ADH</b> ADHESIVE  <b>ADJ</b> ADJUSTABLE  <b>AGG</b> AGGREGATE (S)  <b>AVC</b> AIR CONDITIONING  <b>AVB</b> AIR/VAPOR BARRIER  <b>AC</b> ALTERNATING CURRENT  <b>ALT</b> ALTERNATE  <b>ALUM</b> ALUMINUM  <b>ALUM</b> ALUMINUM THRESHOLD  <b>ANC</b> ANCHOR (S) ANCHORAGE (S)  <b>AB</b> ANCHOR BOLTS  <b>ANGL</b> ANGLE  <b>ANOD</b> ANODIZED  <b>ANT</b> ANTENNA (E)  <b>APP</b> APPROVED, APPROVAL  <b>APPROX</b> APPROXIMATE  <b>AD</b> AREA DRAIN  <b>AT</b> ATTACH, ATTACHMENT  <b>ALD</b> AUTOMATIC LOUVER DAMPER  <b>AVE</b> AVENUE  <b>AVG</b> AVERAGE    <b>BTB</b> BACK TO BACK  <b>BEAM</b> BEAM  <b>BMK</b> BENCH MARK  <b>BS</b> BEARING  <b>BPL</b> BEARING PLATE  <b>BIT</b> BITUMINOUS  <b>BC</b> BOTTOM OF CURB  <b>BLK</b> BLOCK  <b>BLKG</b> BLOCKING BOARD  <b>BD</b> BOARD  <b>BF</b> BOTTOM OF FOOTING  <b>BO</b> BOTTOM OF  <b>BOC</b> BOTTOM OF CURB  <b>BS</b> BOTH SIDES  <b>BM</b> BOTH MARKS  <b>BOT</b> BOTTOM  <b>BKT</b> BRACKET  <b>BK</b> BRICK  <b>BRG</b> BRIDGING, BRIDGE (D)  <b>BTU</b> BRITISH THERMAL UNIT  <b>BLDG</b> BUILDING  <b>BUR</b> BUILT-UP ROOFING  <b>CK</b> CHALK    <b>CBT, CAB</b> CABINET  <b>CPT</b> CARPET  <b>CI</b> CAST IRON  <b>CB</b> CATCH BASIN  <b>CLG</b> CEILING  <b>CTR</b> CENTER  <b>CL</b> CENTERLINE  <b>CTC</b> CENTER TO CENTER  <b>CTG</b> CENTIGRADE (CELSIUS)  <b>CT</b> CERAMIC TILE  <b>CLP</b> CHAIN-LINK FENCE  <b>CB</b> CHALKBOARD  <b>CH</b> CHANNEL  <b>CM</b> CENTIMETER  <b>CV</b> CHECK VALVE  <b>CHR</b> CHILLED WATER RETURN  <b>CHWS</b> CHILLED WATER SUPPLY  <b>CKT</b> CIRCUIT  <b>CD</b> CLEANOUT  <b>CLS</b> CLEAR, CLEARANCES  <b>CLS</b> CLOSURE  <b>CHW</b> COLD WATER  <b>C,COL</b> COLUMN  <b>COHP</b> COMPRESS (ED), (ION), (IBLE)  <b>CONC</b> CONCRETE (PORTLAND CEMENT)  <b>CMU</b> CONCRETE MASONRY UNITS  <b>COND</b> CONDUIT  <b>CON</b> CONNECTION  <b>CONT</b> CONTINUOUS  <b>CLL</b> CONTRACT LIMIT LINE  <b>CONTR</b> CONTRACTOR  <b>CJ</b> CONTROL JOINT  <b>CL</b> COUNTERFLASHING (S)  <b>CS</b> COUNTERSINK, COUNTERSUNK  <b>CU</b> CUBIC  <b>CU</b> COPPER  <b>CFH</b> CUBIC FEET PER MINUTE  <b>CFM</b> CUBIC FEET PER SECOND  <b>CF</b> CUBIC FEET  <b>CU IN</b> CUBIC INCH  <b>CY</b> CUBIC YARD  <b>CYL</b> CYLINDER, CYLINDRICAL    <b>DPR</b> DAMPER  <b>DP</b> DAMPROOF (ED), (ING)  <b>DL</b> DEAD LOAD  <b>DB</b> DECIBEL  <b>DEG</b> DEGREE  <b>DEM</b> DEMOLISH, DEMOLITION  <b>DEP</b> DEPRESSED  <b>DET</b> DETAIL  <b>DIA</b> DIAMETER  <b>DIAG</b> DIAGONAL  <b>DIT</b> DIRECTION  <b>DC</b> DIRECT CURRENT  <b>DCX</b> DISCONNECT (ION)  <b>DPN</b> DISPENSER  <b>DPL</b> DISPOSAL, DISPOSABLE  <b>DR</b> DOOR  <b>DBL</b> DOUBLE  <b>DA</b> DOUBLE-HUNG  <b>DTA</b> DOVETAIL ANCHOR  <b>DTS</b> DOVETAIL ANCHOR SLOT  <b>DN</b> DOWN  <b>DS</b> DOWNSPOUT  <b>D</b> DRAIN, DRAINAGE LINE  <b>DI</b> DRAIN INLET  <b>DT</b> DRAIN TILE  <b>DWG, DRWG</b> DRAWING (S)  <b>DF</b> DRINKING FOUNTAIN  <b>DFH</b> DROP MANHOLE                 </p>	<p> <b>EIFS</b> EXT. INSUL. FINISH SYSTEM  <b>EA</b> EACH  <b>EA</b> EACH  <b>EFF</b> EFFICIENCY  <b>E, ELEC.</b> ELECTRICAL  <b>EP</b> ELECTRIC PANEL  <b>ENC</b> ELECTRIC WATER COOLER  <b>ELEV</b> ELEVATION  <b>HP</b> HORSEPOWER  <b>ENC</b> ENCLOSURE  <b>EQ</b> EQUAL (TO)  <b>EQP</b> EQUIP EQUIPMENT  <b>EXH</b> EXHAUST  <b>ED</b> EXHAUST DUCT  <b>EF</b> EXHAUST FAN  <b>EH</b> EXHAUST HOOD  <b>EXIST.</b> EXISTING  <b>EXP</b> EXPANSION  <b>FASTEN</b> FASTEN, FASTENER  <b>F5, FOS</b> FACE OF STUD  <b>FAS</b> FASTEN, FASTENER  <b>FFM</b> FEET PER MINUTE  <b>FFS</b> FEET PER SECOND  <b>FNDP</b> FEMININE NAPKIN DISPENSER UNIT  <b>FF</b> FINISH FLOOR  <b>FBD</b> FIBERBOARD  <b>FGL</b> FIBERGLASS  <b>FL</b> FILLER (S)  <b>FIN</b> FINISH  <b>FFE</b> FINISH FLOOR ELEVATION  <b>FLL</b> FINISH FLOOR LINE  <b>FTR</b> FINNED TUBE RADIATION  <b>FA</b> FIRE ALARM STATION  <b>FDC</b> FIRE DEPARTMENT CONNECTION  <b>FE</b> FIRE EXTINGUISHER  <b>FEC, FXC</b> FIRE EXTINGUISHER CABINET  <b>FHTOT</b> FIRE HOSE CABINET  <b>FHR</b> FIRE HOSE RACK  <b>FH</b> FIRE HYDRANT  <b>FMN</b> FIRE MAIN  <b>FIRPROOF</b> (ING) FIRE RESISTANT  <b>FR</b> FIRE RESISTANT  <b>FRC</b> FIRE-RESISTANT COATING  <b>FR</b> FIRE-RETARDANT TREATMENT  <b>FSP</b> FIRE STANDPIPE  <b>FXD</b> FIXED  <b>FXT</b> FIXTURE  <b>FLG</b> FLASHING  <b>FHS</b> FLAT HEAD COUNTERSUNK SCREW  <b>FHWS</b> FLAT HEAD WOOD SCREW  <b>FLX</b> FLEXIBLE  <b>FLR</b> FLOOR, FLOORING  <b>FD</b> FLOOR DRAIN  <b>FGR</b> FLOOR GRILLE (REGISTER)  <b>FLU</b> FLUORESCENT  <b>FL</b> FLOW LINE  <b>FT</b> FOOT, FEET  <b>FC</b> FOOTCANDLES  <b>FTG</b> FOOTING  <b>FWK</b> FORMWORK  <b>FND, FDM</b> FOUNDATION (WALL)  <b>FR</b> FRAME (D) (ING)  <b>FBO</b> FURNISHED BY OTHERS  <b>FUR</b> FURNISH &amp; INSTALL  <b>FUR</b> FURNISHING  <b>FUT</b> FUTURE  <b>FAI</b> FRESH AIR INTAKE  <b>FRP</b> FIBER REINFORCED PLASTIC  <b>FSL</b> FUSIBLE LINK    <b>GAL</b> GALLON (S)  <b>GPH</b> GALLONS PER HOUR  <b>GPM</b> GALLONS PER MINUTE  <b>GPM</b> GALLONS PER SECOND  <b>GALV</b> GALVANIZED  <b>GI</b> GALVANIZED IRON  <b>GST</b> GALVANIZED STEEL  <b>G</b> GAS  <b>GKT</b> GASKET (ED)  <b>GAV</b> GATE VALVE  <b>GA</b> GAUGE  <b>GLB</b> GLASS BLOCK  <b>GMU</b> GLAZED MASONRY UNITS  <b>GB</b> GRAB BARS  <b>GRD</b> GRADE, GRADING  <b>GRT</b> GRANITE  <b>GVL</b> GRAVEL  <b>GR</b> GRILLE  <b>GD</b> GROUND (ED)  <b>GT</b> GROUT  <b>GYP, BD.</b> GYPSUM WALLBOARD  <b>GHB</b> GYPSUM WALLBOARD  <b>GYL</b> GYPSUM LATH  <b>GFRG</b> GYPSUM FIBER REINF. CONC.  <b>GPL</b> GYPSUM PLASTER    <b>HH</b> HAND HOLD  <b>HA</b> HANGER  <b>HBD</b> HARDBOARD  <b>HC</b> HANDICAP (PED)  <b>HDN</b> HARDENER (ED)  <b>HDN</b> HARDWARE  <b>HWD</b> HARDWOOD  <b>HD</b> HEAD  <b>HDR</b> HEADER  <b>HDE</b> HEAT DETECTOR  <b>HTG</b> HEATING  <b>HAC</b> HEATING &amp; AIR CONDITIONING  <b>H 4 V</b> HEATING &amp; VENTILATING  <b>HVAC</b> HEATING, VENTILATING &amp; AIR CONDITIONING    <b>HVC</b> HEATING, VENTILATING, COOLING  <b>H</b> HERTZ (CYCLES PER SECOND)  <b>HPL</b> HIGH PRESSURE LAMINATE  <b>HV</b> HIGH VOLTAGE  <b>HHT</b> HIGHWAY  <b>HO</b> HOLD OPEN                 </p>	<p> <b>HCHD</b> HOLLOW CORE WOOD  <b>HCHD</b> HOLLOW METAL  <b>HFD</b> HOLLOW METAL DOOR  <b>HFM</b> HOLLOW METAL FRAME  <b>HK</b> HOOK (S)  <b>HR</b> HOUR  <b>HORZ.</b> HORIZONTAL  <b>HP</b> HORSEPOWER  <b>HP</b> HOSE BIBB  <b>HN</b> HOT WATER  <b>HNR</b> HOT WATER RETURN  <b>HNC</b> HOT WATER CIRCULATOR  <b>HNF</b> HOT WATER FAUCET  <b>HNN</b> HOT WATER HEATING  <b>HNT</b> HOT WATER TANK  <b>HYD</b> HYDRANT    <b>IN</b> INCH  <b>INCL</b> INCLUDING (ED), (SIVE)  <b>INF</b> INFORMATION  <b>ID</b> INSIDE DIAMETER  <b>INS</b> INSULATE (D), (ATION)  <b>INC</b> INSULATED METAL CLAD  <b>INT</b> INTERIOR, INTERNAL  <b>INV</b> INVERT  <b>IE</b> INVERT ELEVATION  <b>IDM</b> ISOLATE DISC, METALS    <b>JAN</b> JANITOR  <b>JT</b> JOINT  <b>JF</b> JOINT FILLER  <b>JCS</b> JOINT SEALER  <b>J</b> JOIST  <b>JCT</b> JUNCTION  <b>JB</b> JUNCTION BOX  <b>KVA</b> KILOWATT-AMPERE  <b>KW</b> KILOWATT  <b>K</b> KIP  <b>KD</b> KNOCK DOWN    <b>LAB</b> LABORATORY  <b>LAD</b> LADDER  <b>LAM</b> LAMINATE (D)  <b>LAT</b> LATERAL  <b>LAV</b> LAVATORY  <b>LB</b> LAG BOLT  <b>LBL</b> LABEL  <b>PA</b> POUND(S)  <b>PB</b> PULL, PULL CHAIN  <b>PP</b> LEADER  <b>PD</b> LEFT-HAND  <b>PHOD</b> LIGHT HEIGHT  <b>LN</b> LESS WIDTH OF DOOR  <b>LP</b> LIGHT PROOF  <b>LS</b> LIMESTONE  <b>LTL</b> LINTEL  <b>LL</b> LIVE LOAD  <b>LH</b> LIGHT HEIGHT  <b>LR</b> LOW PRESSURE  <b>LOC</b> LOCATION  <b>LKR</b> LOCKER  <b>LG</b> LONG, LENGTH  <b>LONG</b> LONGITUDINAL  <b>L or LH</b> LONG SPAN STEEL JOIST  <b>LOU</b> LOUVER  <b>LV</b> LOW VOLTAGE    <b>MB</b> MACHINE BOLT  <b>MH</b> MANHOLE  <b>MFD, MFRD</b> MANUFACTURED  <b>MFR</b> MANUFACTURER  <b>MFG</b> MANUFACTURING  <b>MFL</b> MARBLE  <b>MK</b> MARK  <b>MAS</b> MASONRY  <b>MCS</b> MASONRY CONTROL JOINT  <b>MJ</b> MASONRY JOINT  <b>MO</b> MASONRY OPENING  <b>MTL</b> MATERIAL (S)  <b>MAX</b> MAXIMUM  <b>MC</b> MEDICINE CABINETS  <b>MED</b> MEDIUM  <b>MD</b> MEDIUM DENSITY FIBERBOARD  <b>MB</b> MEMBRANE  <b>MEMB</b> MEMBRANE  <b>MTL</b> METAL  <b>METC</b> METAL CLAD  <b>ME</b> METAL EDGE  <b>MRE</b> METAL ROOF DECK (ING)  <b>M</b> METER (S)  <b>MEZZ</b> MEZZANINE  <b>MIC</b> MICROPHONE  <b>M1</b> MILLIMETER  <b>M1</b> MILLIMETER  <b>MIR</b> MIRROR  <b>MIS</b> MISCELLANEOUS  <b>MV</b> MIXING VALVE  <b>MOD</b> MODULAR  <b>MOLD</b> MOLDING  <b>MDO</b> MEDIUM DENSITY OVERLAY  <b>MNT</b> MOUNT (ED), (ING)  <b>MNT</b> MOUNTING HEIGHT  <b>MUL</b> MULLION    <b>NL</b> NAILABLE  <b>NAT</b> NATURAL (FINISH)  <b>NRC</b> NOISE-REDUCTION  <b>N</b> NOMINAL  <b>NOM</b> NOMINAL  <b>NC</b> NON-CORROSIIVE  <b>NT</b> NOT IN THIS CONTRACT  <b>NTS</b> NOT TO SCALE  <b>NO, #</b> NUMBER    <b>OC</b> ON-CENTER  <b>K,L,H</b> OPEN-WEB STEEL JOIST  <b>OPG, OPNG</b> OPENING  <b>OPR</b> OPERATOR  <b>OPP</b> OPPOSITE  <b>O.H., OPH</b> OPPOSITE HAND  <b>OHS</b> OPPOSITE HAND SIMILAR                 </p>	<p> <b>OSB</b> ORIENTED STRAND BOARD  <b>OR</b> OR APPROX EQUAL  <b>OZ</b> OUNCE (S)  <b>OD</b> OUTSIDE DIAMETER  <b>OA</b> OVERALL  <b>OH</b> OVERHEAD  <b>OHB</b> OVERHEAD BRACED  <b>OH</b> OVERHEAD DOOR  <b>OF</b> OWNER FURNISHED  <b>OFI</b> OWNER FURNISHED &amp; INSTALLED  <b>OFCI</b> OWNER FURNISH-CONTRACTOR INSTALL  <b>OX</b> OXYGEN    <b>PNT, PTD</b> PAINT, PAINTED  <b>PR</b> PAIR  <b>PNL</b> PANEL  <b>PAR, //</b> PARALLEL  <b>PBD</b> PARTICLE BOARD  <b>PTN</b> PARTITION  <b>PCT of %</b> PERCENT (AGE)  <b>PF</b> PERFORATED (D)  <b>PERIM</b> PERIMETER  <b>PERP</b> PERPENDICULAR  <b>P</b> PHASE  <b>PLAS</b> PLASTER  <b>PLATE</b> PLATE  <b>PLUMB</b> PLUMBING  <b>PLYWD</b> PLYWOOD  <b>PLUM</b> PLUMBING  <b>PLUM</b> PLUMBING  <b>PLUSH (ED)</b> POLISH (ED)  <b>PE</b> PORCELAIN ENAMEL  <b>TS</b> TOP OF STEE  <b>PLF</b> POUNDS PER LINEAR FOOT  <b>PSF</b> POUNDS PER SQUARE FOOT  <b>PSI</b> POUNDS PER SQUARE INCH  <b>PIC</b> POURED INPLACE CONCRETE  <b>PDF</b> POWER DRIVEN FASTENER (ING)  <b>PC</b> PRECAST CONCRETE  <b>PREFAB</b> PREFABRICATED  <b>FA</b> PREFINISH (ED)  <b>PRF</b> PREFORMED  <b>PH</b> PREHOLED  <b>PM</b> PRESSED METAL  <b>PVT</b> PRIVATE  <b>PROJ</b> PROJECT  <b>PL, E</b> PROPERTY LINE  <b>PUB</b> PUBLIC  <b>PA</b> PUBLIC ADDRESS SYSTEM  <b>PB</b> PULL BOX  <b>PU</b> PULL, PULL CHAIN  <b>PP</b> LEADER  <b>PD</b> PUMP DISCHARGE  <b>PV</b> POST INDICATOR VALVE  <b>PC</b> PHYSICALLY CHALLENGED  <b>PVC</b> POLY VINYL CHLORIDE    <b>QT</b> QUARRY TILE    <b>RH</b> RACEWAY  <b>RAD</b> RADIATOR, RADIATION  <b>RADIUS, R</b> RADIUS  <b>R</b> RISER  <b>RL</b> RAIL, RAILING  <b>RR</b> RAILROAD  <b>RECP</b> RECEPTACLE  <b>REF</b> REFERENCE  <b>REF</b> REFER TO  <b>REG</b> REGISTER  <b>RFC</b> REINFORCE (D) (ING)  <b>RC</b> REINFORCED CONCRETE  <b>REQ, REQ'D</b> REQUIRE (ED), REQUIREMENTS  <b>R 4 S</b> REMOVE AND SALVAGE  <b>R 4 D</b> REMOVE AND DISPOSE  <b>R 4 R</b> REMOVE AND REINSTALL  <b>RESIL</b> RESILIENT  <b>RTN</b> RETAIN (ED), (ER) (ING)  <b>RV5, REV</b> REVERSE (SIDE)  <b>REV</b> REVERSE (ED), REVISION  <b>RPM</b> REVOLUTIONS PER MINUTE  <b>RPS</b> REVOLUTIONS PER SECOND  <b>RH</b> RIGHT HAND  <b>RCW</b> RIGHT-OF-WAY  <b>RH</b> ROOF DRAIN  <b>RFG</b> ROOFING  <b>RM</b> ROOM  <b>RO</b> ROUGH OPENING  <b>RU</b> RUBBER  <b>RP</b> RUSTPROOF (ING)    <b>SDL</b> SADDLE  <b>SAN</b> SANITARY (SEWER)  <b>SCN</b> SCREEN  <b>SLT</b> SEALANT  <b>SUR</b> SEALER  <b>STG</b> SEATING  <b>SEC</b> SECTION  <b>SELCT (OR)</b> SELECT (OR)  <b>SPT</b> SEPTIC TANK  <b>SVC</b> SERVICE  <b>SSK</b> SERVICE SINK  <b>STH</b> SHEATHING  <b>SHT</b> SHEET  <b>SH</b> SHELF, SHELVING  <b>S 4 R</b> SINK &amp; RBD  <b>SHR</b> SPOKER RECEPTOR  <b>SHP</b> SINGLE HUNG  <b>SIP</b> SIMILAR (TO)  <b>SK</b> SINK  <b>SKL</b> SKYLIGHT  <b>SL</b> SLEEVE  <b>SDE, SD</b> SPOKE DETECTOR  <b>SPV</b> SPOKE-VENTING HATCH  <b>SCWD</b> SOLID CORE WOOD  <b>SSM</b> SOLID SURFACE MATERIAL  <b>SP</b> SOUNDPROOF  <b>SPK</b> SPEAKER  <b>SPREC</b> SPECIFICATIONS  <b>SPF</b> SPECIFIED  <b>SPR</b> SPRINKLER  <b>SQ, B</b> SQUARE  <b>SF</b> SQUARE FOOT (FEET)  <b>SF</b> SQUARE YARD  <b>STAG</b> STAGGER  <b>SS</b> STAINLESS STEEL                 </p>	<p> <b>STD</b> STANDARD  <b>STEEL</b> STEEL  <b>STIFFEN</b> STIFFENER  <b>STOR</b> STORAGE  <b>STO</b> STORAGE  <b>SD</b> STORM DRAIN  <b>STRT</b> STREET  <b>S</b> STRUCTURAL  <b>STIP</b> STRUCTURAL INSULATED PANEL  <b>SUP</b> SUPPORT  <b>SUSP</b> SUSPENDED  <b>ST</b> SUSPENDED ACOUSTIC TILE  <b>SUSP CEIL</b> SUSPENDED CEILING  <b>SYM</b> SYMMETRY (ICAL) SYSTEM  <b>ST5</b> SYSTEM    <b>TB</b> TACKBOARD  <b>TEL</b> TELEPHONE  <b>TELEVISION</b> TELEVISION  <b>TEMP, TEMP</b> TEMPER (ED)  <b>TCV</b> TEMPERATURE CONTROL VALVE  <b>TR</b> TEST FIT  <b>TZ</b> TERRAZZO  <b>THM</b> THERMOMETER  <b>THIS</b> THIS  <b>TH</b> THICK, THICKNESS  <b>THR</b> THRESHOLD  <b>TCL</b> TIME CLOCK  <b>TOL</b> TOLERANCE  <b>TG, T 4 G</b> TONGUE AND GROOVE  <b>TO</b> TOP OF  <b>TS</b> TOP OF CONCRETE / CURB  <b>TS</b> TOP OF STEE  <b>TOW</b> TOP OF WALL  <b>TRANS</b> TRANSFORMER  <b>TR</b> TRANSOM  <b>TJI</b> TRUSS JOIST 'I' SECTION  <b>TP</b> TYPICAL  <b>TYP</b> TYPICAL  <b>TOH</b> TOP OF MASONRY    <b>UHF</b> ULTRAHIGH FREQUENCY  <b>UF</b> UNDERFLOOR (DUCT)  <b>UG</b> UNDERGROUND  <b>UL</b> UNDERWRITERS LABORATORY  <b>UNF</b> UNFINISHED  <b>UNO</b> UNLESS NOTED OTHERWISE  <b>UH</b> UNIT HEATER  <b>UK</b> UNIT KITCHEN  <b>UV</b> UNIT VENTILATOR  <b>UPAS</b> UPWARD ACTING SECTIONAL    <b>VJ</b> V-JOINTED  <b>VA</b> VACUUM  <b>VAB</b> VACUUM BREAKER  <b>VB</b> VAPOR BARRIER  <b>VP</b> VAPORPROOF  <b>VNER</b> VENEER  <b>VNT</b> VENT  <b>VR, VTR</b> VENT THROUGH ROOF  <b>VTR</b> VENTILATOR  <b>VER, VERT</b> VENT, VERT  <b>VHF</b> VERY HIGH FREQUENCY  <b>VLF</b> VERY LOW FREQUENCY  <b>VIT</b> VIBRATION ISOLATOR  <b>VNL</b> VINYL  <b>VCT</b> VINYL COMPOSITION TILE  <b>VFB</b> VINYL FABRIC  <b>VOT</b> VINYL QUARTZ TILE  <b>V5</b> VINYL SHEET  <b>VIT</b> VINYL TILE  <b>VITREOUS</b> VITREOUS  <b>VIC</b> VITRIFIED CLAY  <b>V</b> VOLT (AGE)  <b>VNC</b> VINYL WALLCOVERING    <b>WN</b> WAINSCOT  <b>WH</b> WALL-HUNG  <b>WH</b> WALL HORIZONTAL  <b>WTM</b> WALL TO WALL  <b>W</b> WASTE  <b>WR</b> WASTE RECEPTACLES  <b>WC</b> WATER CLOSET  <b>WHIA</b> WATER HARMER ARRESTOR  <b>WP</b> WATERPROOF (ED), (ING)  <b>WPT (WP)</b> WORK (ING) POINT  <b>WST</b> WEATHERSTRIPPING  <b>WE</b> WEEP HOLE  <b>WHF</b> WELDED WIRE FABRIC  <b>WID</b> WIDE, WIDTH  <b>WFJF</b> WIDE-FLANGE BEAM  <b>WIR</b> WIRE GLASS  <b>WM</b> WIRE MESH  <b>W</b> WITH  <b>W/O</b> WITHOUT  <b>WO</b> WOOD  <b>WB</b> WOOD BASE  <b>WBM</b> WOOD BEAM  <b>WBO</b> WORK BY OTHERS  <b>WBOR</b> WORK BY OWNER  <b>WBT</b> WORK BY TENANT  <b>WOK</b> WORK  <b>WKR</b> WORKROOM  <b>WKR</b> WROUGHT IRON    <b>XR</b> X-RAY    <b>Y</b> WYE FITTING    <b>Z</b> ZONE  <b>ZC</b> ZINC COATED  <b>ZS</b> ZEE STUD                 </p>
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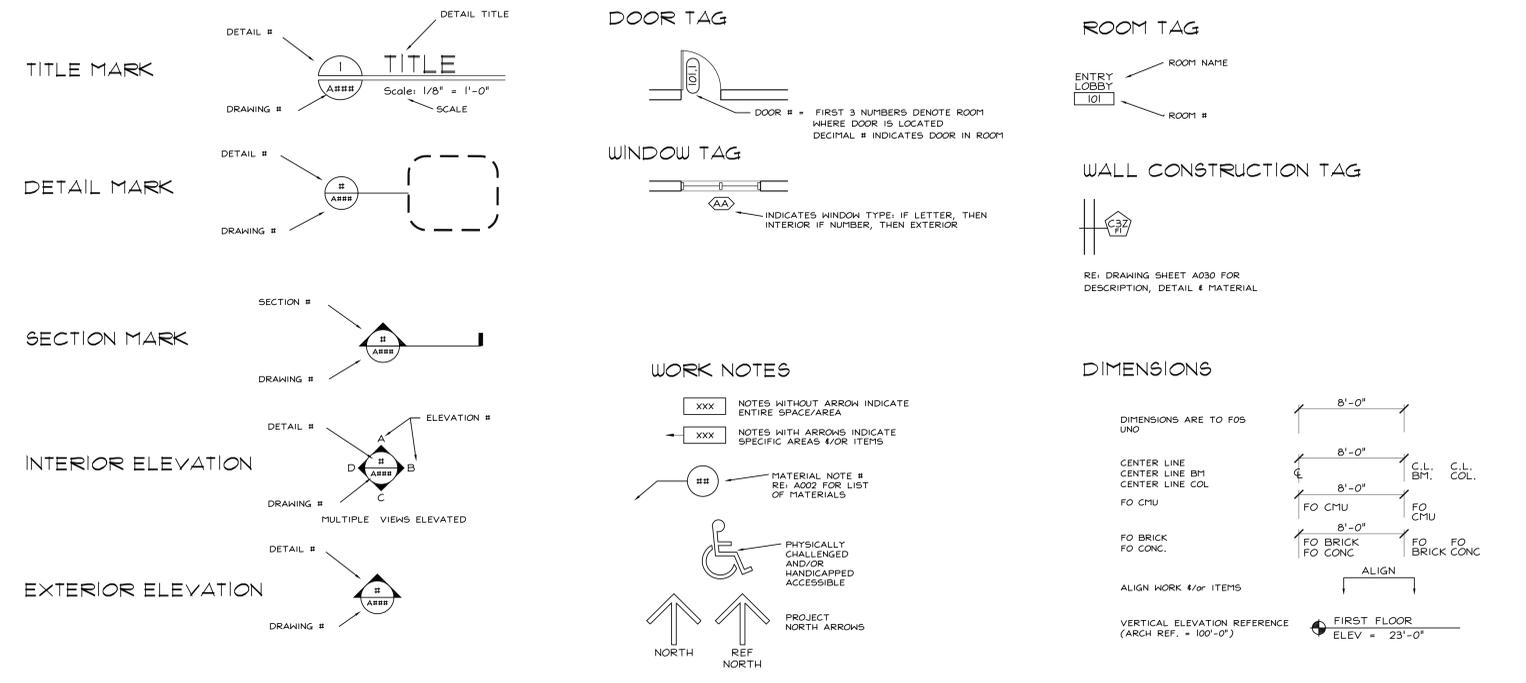
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Coloration

Drawn by MDH  
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Revised on

# SYMBOLS



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# RESIDENCE HALL RENOVATIONS FOR RHODE ISLAND COLLEGE

600 MOUNT PLEASANT AVENUE  
PROVIDENCE, RHODE ISLAND 02908

Drawing Status  
**CONSTRUCTION DOCUMENTS**

Issue On FEBRUARY 1, 2012

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**ABBREVIATION & SYMBOLS**

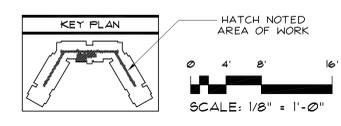
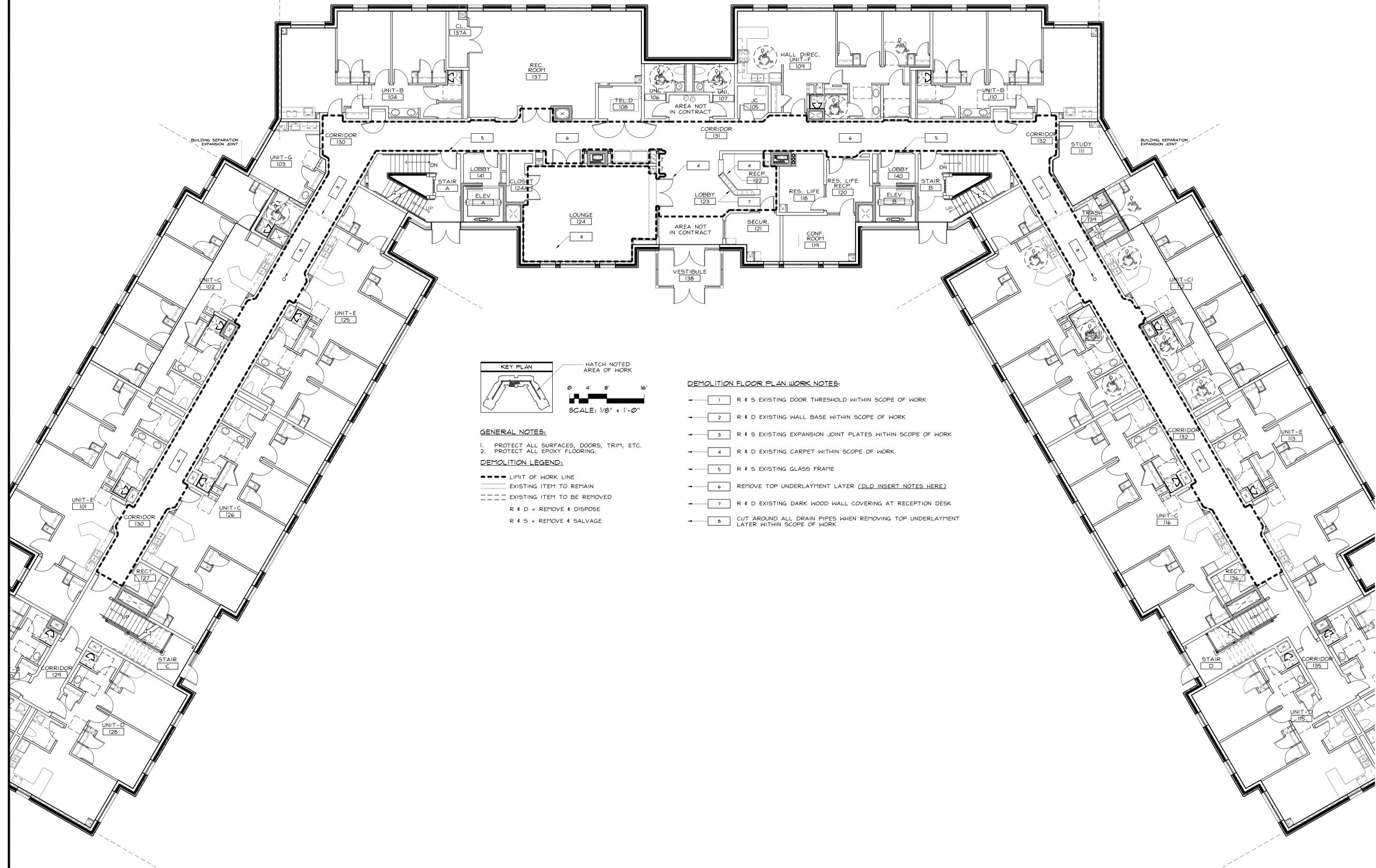
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**GENERAL NOTES:**  
 1. PROTECT ALL SURFACES, DOORS, TRIM, ETC.  
 2. PROTECT ALL EPOXY FLOORING.

**DEMOLITION LEGEND:**  
 - - - - - LIMIT OF WORK LINE  
 ———— EXISTING ITEM TO REMAIN  
 - - - - - EXISTING ITEM TO BE REMOVED  
 R # D = REMOVE & DISPOSE  
 R # S = REMOVE & SALVAGE

- DEMOLITION FLOOR PLAN WORK NOTES:**
- 1 R # S EXISTING DOOR THRESHOLD WITHIN SCOPE OF WORK
  - 2 R # D EXISTING WALL BASE WITHIN SCOPE OF WORK
  - 3 R # S EXISTING EXPANSION JOINT PLATES WITHIN SCOPE OF WORK
  - 4 R # D EXISTING CARPET WITHIN SCOPE OF WORK
  - 5 R # S EXISTING GLASS FRAME
  - 6 REMOVE TOP UNDERLAYMENT LAYER (DLD INSERT NOTES HERE)
  - 7 R # D EXISTING DARK WOOD WALL COVERING AT RECEPTION DESK
  - 8 CUT AROUND ALL DRAIN PIPES WHEN REMOVING TOP UNDERLAYMENT LAYER WITHIN SCOPE OF WORK

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 FOR  
**RHODE ISLAND COLLEGE**



600 MOUNT PLEASANT AVENUE  
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 02908

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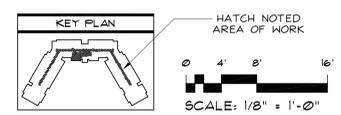
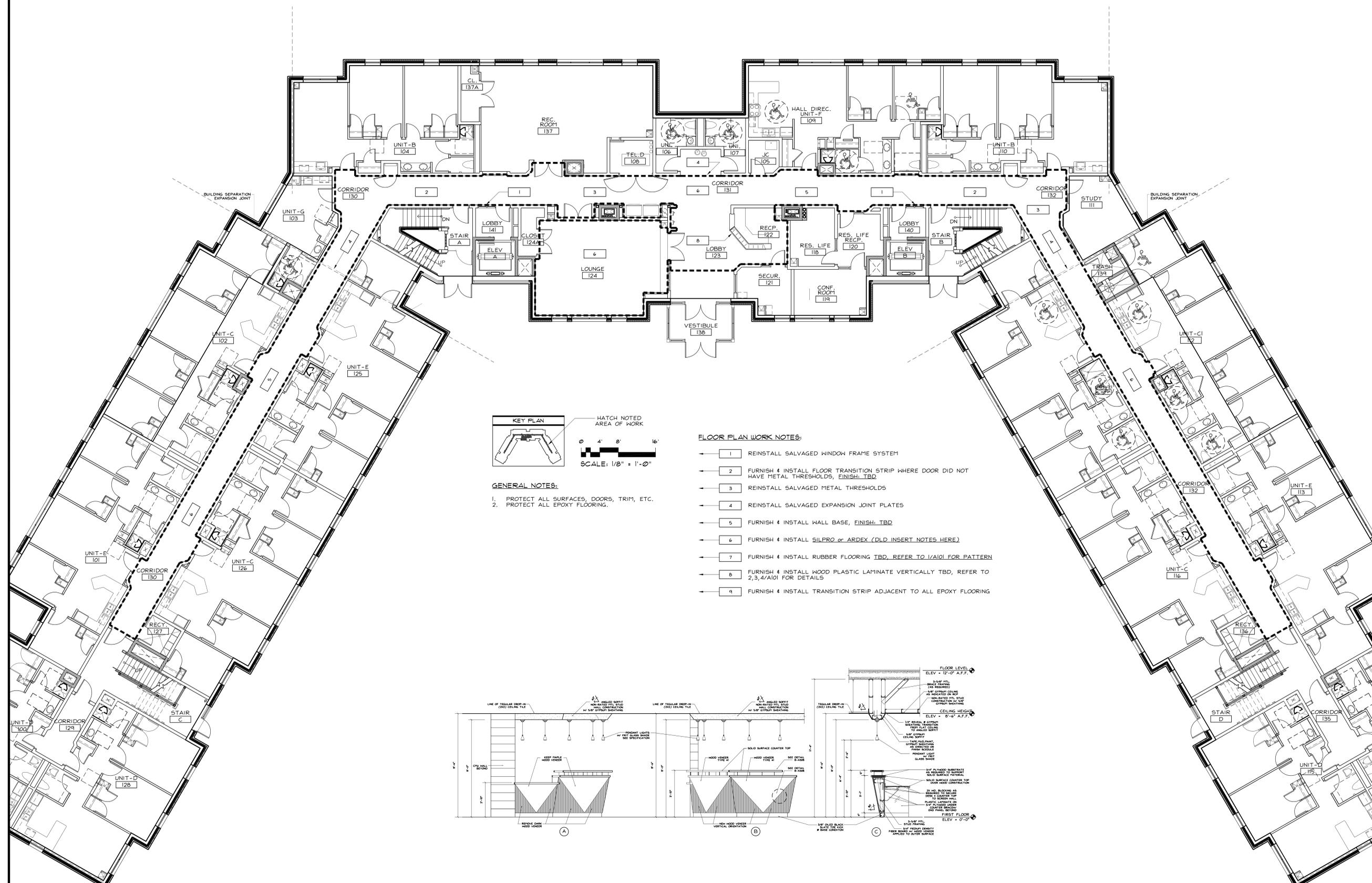
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**DEMOLITION FIRST FLOOR PLAN**

Project Number. 5470  
 Drawing No. **D101**  
 Sheet of

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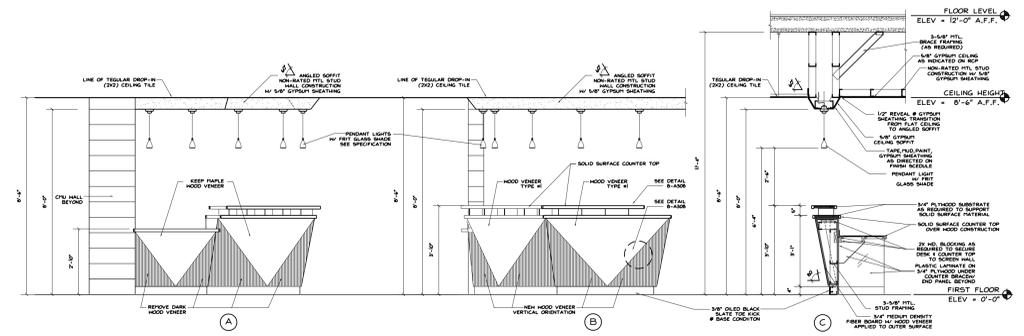
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**GENERAL NOTES:**  
1. PROTECT ALL SURFACES, DOORS, TRIM, ETC.  
2. PROTECT ALL EPOXY FLOORING.

- FLOOR PLAN WORK NOTES:**
- 1 REINSTALL SALVAGED WINDOW FRAME SYSTEM
  - 2 FURNISH & INSTALL FLOOR TRANSITION STRIP WHERE DOOR DID NOT HAVE METAL THRESHOLDS, FINISH TBD
  - 3 REINSTALL SALVAGED METAL THRESHOLDS
  - 4 REINSTALL SALVAGED EXPANSION JOINT PLATES
  - 5 FURNISH & INSTALL WALL BASE, FINISH TBD
  - 6 FURNISH & INSTALL SILPRO or ARDEX (DLD INSERT NOTES HERE)
  - 7 FURNISH & INSTALL RUBBER FLOORING TBD, REFER TO I/A101 FOR PATTERN
  - 8 FURNISH & INSTALL WOOD PLASTIC LAMINATE VERTICALLY TBD, REFER TO 2,3,4/A101 FOR DETAILS
  - 9 FURNISH & INSTALL TRANSITION STRIP ADJACENT TO ALL EPOXY FLOORING



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**FIRST FLOOR PLAN**

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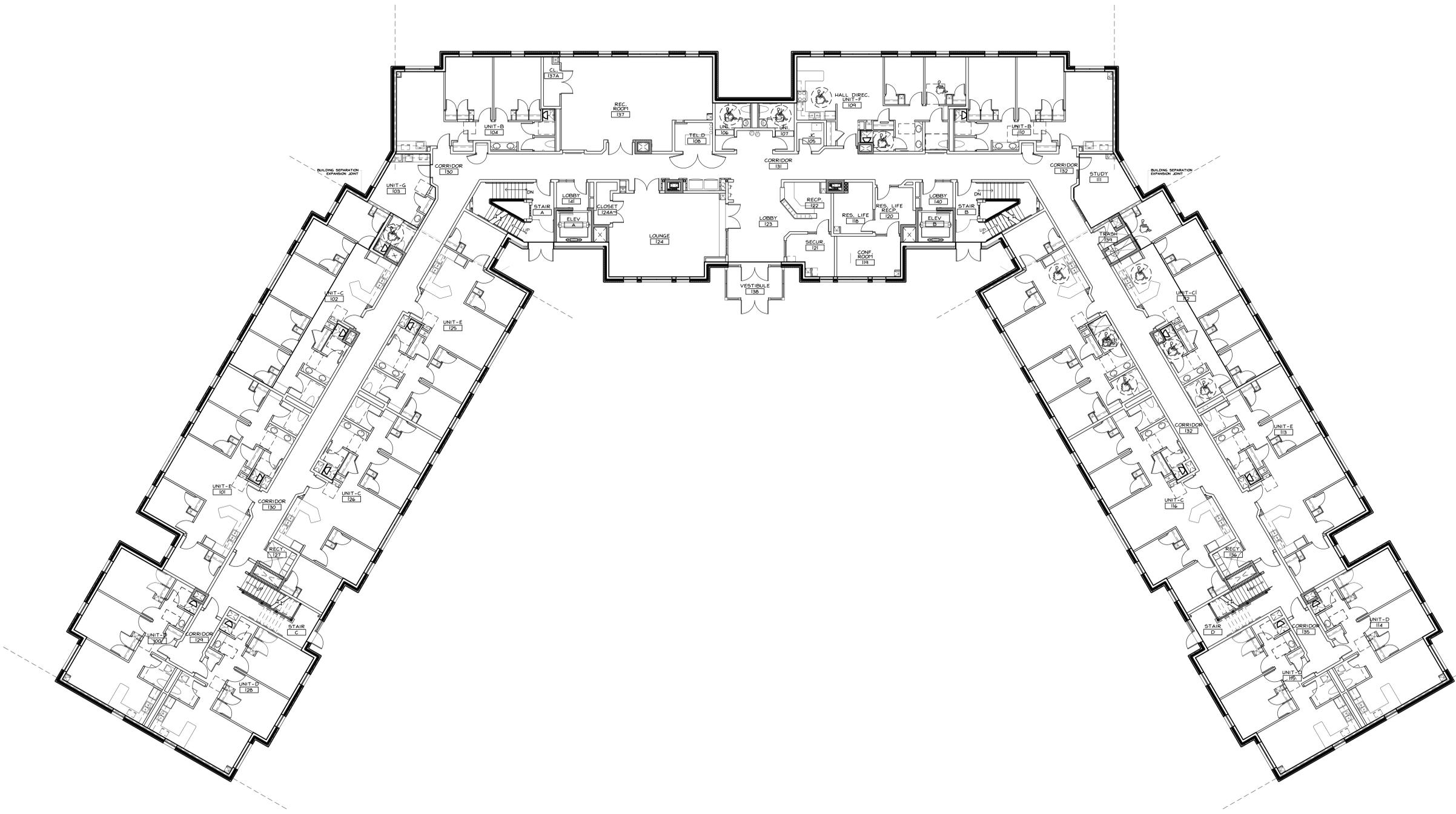
Drawing No. **A101**

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Project

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**FIRST FLOOR FINISH PLAN**

Project Number. 5470

Drawing No. **FF101**

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