

# PROJECT MANUAL

**COURTROOM 12 RESTORATION  
Frank J. Licht Judicial Complex  
250 Benefit Street  
Providence, Rhode Island**



**STATE OF RHODE ISLAND**

**RHODE ISLAND JUDICIARY**

October 15, 2012

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

FRANK J. LICHT JUDICIAL COMPLEX  
COURTROOM 12 RESTORATION

<u>SECTION NUMBER</u>	<u>TITLE</u>
00020	Invitation To Bid
00100	Instructions To Bidders (AIA - A701)
00110	Supplementary Instructions To Bidders
00310	Bid Form
00370	Bid Bond (AIA - A310)
00500	Form Of Agreement (AIA - A101)
00510	Performance and Payment Bonds (AIA - A312)
00700	General Conditions (AIA - A201)
00750	Supplementary General Conditions
00850	Schedule Of Drawings
00950	Prevailing Wage Tables
01005	Administrative Provisions
01006	Construction Phasing And Scheduling
01200	Project Meetings
01210	Allowances
01230	Alternates
01300	Submittals
01400	Quality Control
01500	Construction Facilities And Temporary Controls
01600	Material And Equipment
01700	Project Close-Out
02065	Minor Demolition
05900	Ornamental Metalwork and Restoration
09680	Carpet
09902	Historic Painting
16000	Electrical
Appendix A	BCI Authorization Form
Appendix B	Rhode Island Judicial Purchasing Rules and Regulations and General Terms and Conditions of Purchase

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS



**JUDICIAL PURCHASING OFFICE**  
 670 NEW LONDON AVENUE ROOM 1006  
 CRANSTON, RHODE ISLAND 02920  
 TEL: 401-275-6527  
 FAX: 401-275-6530

**BID SOLICITATION INFORMATION**

<b>Date: December 10, 2012</b>		<b>RFP/LOI #: B2012034</b>	
<b>Project Name: Frank J. Licht Judicial Complex – Courtroom 12 Restoration</b>			
<b>Opening Date, Time and Place: January 22, 2013 @ 10:00am</b> <b>Purchasing, Rm 1006, 670 New London Avenue, Cranston, RI 02920</b>			
<b>Pre-Bid/Proposal Conference:</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> <b>Yes on January 8, 2013</b> <b>Time: 11:00 a.m.</b> <b>***** Mandatory *****</b>			
<b>Location:</b> Frank J. Licht Judicial Complex – Courtroom 12 – Fifth Floor ** Will meet at Clerk’s office			
<b>Bonds Required:</b>			
Surety Bond <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		Bidder is required to provide a bid surety in the form of a bid bond or certified check payable to the State of Rhode Island in an amount not less than five percent (5%) of the bid price.	
Fidelity Bond <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
Performance Bond <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
The successful bidder will be required to furnish all insurance documentation as outlined in the attached Judicial Purchasing Rules & Regulations and General Terms & Conditions of Purchase available for inspection at <a href="http://www.courts.ri.gov">www.courts.ri.gov</a>			
This solicitation is for the Frank J. Licht Judicial Complex, .Courtroom 12 Restoration, 5 <sup>th</sup> Floor, 250 Benefit Street, Providence, RI 029003			
Specific bid solicitation information begins on page 3 of this document.			
Proposals must be mailed or hand-delivered in a sealed envelope <b>marked with the above RFP/LOI# and Project Name to:</b>			
Rhode Island Traffic Tribunal 670 New London Avenue, Cranston RI, 02920 <b>Purchasing, Room 1006</b>			
The bid process and resulting contract are subject to the Judicial Purchasing Rules and Regulations and General Terms and Conditions of Purchase. Submission of a bid in response to this solicitation is acknowledgement and acceptance of the Judicial Purchasing Rules & Regulations and General Terms & Conditions of Purchase.			
The Administrative Office of State Courts (“AOSC”) reserves the right to award on the basis of cost alone, accept or reject any or all bids, and to act in its best interest including, but not limited to, directly negotiating with any vendor who submits a proposal in response to this RFP and to award a contract for collection services based upon the results of those negotiations alone. Proposals found to be technically or substantially nonresponsive at any point in the evaluation process will be rejected and not considered further. The AOSC may, at its sole option, elect to require presentations(s) by bidders clearly in consideration for award.			

Questions concerning this solicitation may be e-mailed to the Supreme Court Purchasing Office at [purchasing@courts.ri.gov](mailto:purchasing@courts.ri.gov) **no later than January 15, 2013 at 12:00 PM**. Please reference the RFP / LOI number on all correspondence. Answers to questions received, if any, will be posted on the internet as an addendum to this bid solicitation.

**Carla Ciccone**  
**Purchasing Agent**  
**Rhode Island Supreme Court**

## **Bidding Documents**

Bidding Documents may be examined at the office of the Architect, Edward Rowse Architects, Inc., 115 Cedar Street, Providence, RI 02903 between the hours of 9:00 AM to Noon and 1:00 PM to 4:00 PM, Monday through Friday. Bidding documents in the form of a CD may be obtained from the Architect at no cost. Bidding documents will be available for pickup in person on or after December 12, 2012 between the hours of 9:00 AM to 4:00 PM, Monday through Friday. The bidder shall be responsible for all costs associated with printing hard copies of bidding documents.

Bidders are required to provide Bid Security in the form of a Bid Bond, or a certified check payable to the State of Rhode Island, in the amount of a sum not less than five percent (5%) of the Bid Price. Bid surety must be attached to the Bid Form. Performance, labor and payment bonds will be required at time of award.

Questions concerning this RFP must be e-mailed to the office of the Architect at [trowse@rowsearch.com](mailto:trowse@rowsearch.com) no later than January 15, 2013 at 12:00 PM. Please reference the RFP/LOI number on all correspondence. Answers to questions received, if any, will be discussed at the pre-bid/proposal conference and included in the meeting summary, which will be posted on the internet at: <http://www.purchasing.ri.gov/bidding/ExternalBidSearch.aspx> and <http://www.courts.ri.gov/> .

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

This is a Request for Proposals, not an Invitation for Bid. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to price.

**INSTRUCTIONS AND NOTIFICATIONS TO BIDDERS**

- Potential bidders are advised to review all sections of this Request carefully and to follow instructions completely as failure to make a complete submission as described herein may result in rejection of the proposal.
- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content, shall be borne by the bidder. The AOSC assumes no responsibility for these costs.
- Proposals are considered to be irrevocable for a period of not less than ninety (90) days following the opening date, and may not be withdrawn, except with the express written permission of the Judicial Purchasing Committee.
- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
- Proposals misdirected to other judicial locations or which are otherwise not received by the Supreme Court Purchasing Office by the time of opening for any cause, will be deemed late and will not be considered. **For the purposes of this requirement, the official time and date shall be that of the time clock in the Judicial Purchasing Office.**
- It is intended that an award pursuant to this Request will be made to a prime historical painting contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the bidder's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.
- Bidders are advised that all materials submitted to the AOSC for consideration in response to this Request for Proposals shall be considered to be public records as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and may be released for inspection immediately upon request once an award has been made.

## SECTION 00100 – INSTRUCTIONS TO BIDDERS

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

END OF SECTION



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

## *Instructions to Bidders*

for the following PROJECT:

*(Name and location or address):*

THE OWNER:

*(Name and address):*

THE ARCHITECT:

*(Name and address):*

### TABLE OF ARTICLES

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

### ADDITIONS AND DELETIONS:

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

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

## **ARTICLE 1 DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

§ 2.1 The Bidder by making a Bid represents that:

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

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

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

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

## **ARTICLE 3 BIDDING DOCUMENTS**

### **§ 3.1 COPIES**

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

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

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

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

### § 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

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

### § 3.3 SUBSTITUTIONS

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

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

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

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

### § 3.4 ADDENDA

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

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

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

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

## **ARTICLE 4 BIDDING PROCEDURES**

### **§ 4.1 PREPARATION OF BIDS**

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

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

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

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

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

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

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

### **§ 4.2 BID SECURITY**

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

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

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

### **§ 4.3 SUBMISSION OF BIDS**

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

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

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

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

### **§ 4.4 MODIFICATION OR WITHDRAWAL OF BID**

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

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

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

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

## **ARTICLE 5 CONSIDERATION OF BIDS**

### **§ 5.1 OPENING OF BIDS**

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

### **§ 5.2 REJECTION OF BIDS**

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

### **§ 5.3 ACCEPTANCE OF BID (AWARD)**

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

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

## **ARTICLE 6 POST-BID INFORMATION**

### **§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT**

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

### **§ 6.2 OWNER'S FINANCIAL CAPABILITY**

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

### **§ 6.3 SUBMITTALS**

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

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

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

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

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

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

### **§ 7.1 BOND REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

## SECTION 00110 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

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

## 1.1 Add the following:

The proposed Bidding Documents also include the Rhode Island Judicial Purchasing Rules and Regulations and General Terms and Conditions of Purchase along with any Judicial Purchasing Orders issued for the Project.

## ARTICLE 3 BIDDING DOCUMENTS

## 3.1.1 Delete in its entirety and substitute the following:

3.1.1 Bidding Documents may be examined at the office of the Architect, Edward Rowse Architects, Inc., 115 Cedar Street, Providence, RI 02903 between the hours of 9:00 AM to Noon and 1:00PM to 4:00 PM, Monday through Friday. Bidding documents in the form of a CD may be obtained from the Architect at no cost. The bidder shall be responsible for all costs associated with printing hard copies of bidding documents.

Bidders are required to provide Bid Security in the form of a Bid Bond, or a certified check payable to the State of Rhode Island, in the amount of a sum not less than five percent (5%) of the Bid Price. Bid surety must be attached to the Bid Form. Performance, labor and payment bonds will be required prior to the date of execution of the contract.

Other bidding requirements are set forth in the Instructions to Bidders section of the Bidding Documents.

## 3.1.2 Delete in its entirety without substitution.

## 3.2.4 Add the following:

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

Date, Time and Location:	Per Invitation to Bid, Section 00020
Contact Person:	Stephen J. Kerr, Deputy Assistant Administrator Facilities & Operations, RI Supreme Court Licht Judicial Complex 250 Benefit Street Providence, RI 02903 401-222-4999 skerr@courts.ri.gov

## ARTICLE 4 BIDDING PROCEDURES

Add the following sub-paragraphs to 4.3 Submission of Bids

4.3.5 Bids will be evaluated on the basis of the relative merits of the proposal, in addition to price. There will be no public opening and reading of responses received by the Owner pursuant to this request, other than to name those Bidders who have submitted proposals.

4.3.6 Potential Bidders are advised to review all sections of this Request carefully and to completely comply with all instructions as failure to provide a complete submission as described herein may result in rejection of the proposal as incomplete and nonresponsive.

4.3.7 All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content, shall be borne by the Bidder. The AOSC assumes no responsibility for these costs.

4.3.8 All pricing submitted will be considered firm and fixed unless otherwise indicated herein.

4.3.9 Bids misdirected to other Judiciary locations or which are for whatever reason otherwise not received by the Judicial Purchasing Office by the time for opening, will be deemed late and will not be considered. The time clock in the Judicial Purchasing Office shall be the point of reference for purposes of this requirement.

4.3.10 It is intended that an award pursuant to this Request will be made to a prime historical painting contractor, who will assume responsibility for all aspects of the Work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the Bid, and the subcontractor(s) proposed are clearly identified therein.

## ARTICLE 5 CONSIDERATION OF BIDS

Delete 5.1 in its entirety and substitute the following:

5.1 There will be no public opening and reading of the Bids received by the Judicial Purchasing Office Pursuant to this request. A list of the Bidders will be made available upon request.

Add the following Clause to 5.3.1:

5.3.1 All submissions will be evaluated by a review committee. The contract shall be awarded on the basis of the highest evaluated Bid. Bids will be evaluated on a percentage basis as follows:

Ability to meet specifications	40%
Experience	25%
Price	<u>35%</u>
Total	100%

## ARTICLE 6 POST-BID INFORMATION

6.2 Delete in its entirety without substitution.

## ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

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

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

7.2.1 Delete in its entirety, and substitute the following:

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

7.2.3 Delete in its entirety, and substitute the following:

7.2.3 The required bonds shall be dated before the date of the contract.

## ADD ARTICLE 9 SPECIAL PROJECT BID INFORMATION AND CONDITIONS

## 9.1 Field Observations and Measurements

9.1.1 Bidders are solely responsible to conduct field observations and to take all field measurements of all conditions that may affect the Work to be performed.

9.1.1.1 Bidders shall survey all site conditions and shall thoroughly familiarize themselves with the Work to be performed prior to submitting a Bid. Contractors will be responsible for providing all materials and labor, at no additional cost, when existing conditions or systems require modifications and the required modifications are in locations which were available for inspection prior to Bid or in locations which could reasonably have been inspected prior to bid.

9.1.2 Bidders shall be responsible for field measurement. The dimensions shown on Drawings provided by owner or Architect are to be used as a guide only and are not to be relied upon by Bidders for any purpose whatsoever including, but not limited to, estimates and/or final measurements.

## 9.2 BIDDER'S REPRESENTATIONS

9.2.1 By submitting a Bid, the Bidder warrants that it has inspected the site, has completely familiarized itself with all site conditions, has correlated this information with the requirements of the Bidding Documents, has full knowledge of the work required, and assumes full responsibility for the same.

9.2.2 By submitting a Bid, the Bidder and all proposed subcontractors warrant that they have carefully and thoroughly reviewed all Bidding Documents and have found them to be complete and free from errors, inconsistencies and/or ambiguities and are sufficient for the purpose intended. Bidder assumes full responsibility for any errors, inconsistencies and/or ambiguities in the Bidding Documents and agrees to hold harmless the Owner and Architect for any and all damages or injuries that may result from the same.

9.2.3 By submitting a Bid, the Bidder warrants that its employees, agents, and subcontractors are all adequately trained, skilled and experienced in the type of Work to be performed.

9.2.4 Neither the Bidder nor any of its employees, agents, suppliers or contractors have relied upon any verbal representations from the Owner, its employees or agents including architects, engineers or consultants, in assembling the Bid figure.

9.2.5 The Bid figure is based solely upon the Bidding Documents and properly issued written Addenda and not upon any other representations, written or oral.

9.2.6 After award of the Contract, no claim(s) for additional compensation resulting from any misunderstanding of the Bidding Documents, any errors, inconsistencies, or ambiguities in the Bidding Documents, or conditions at the site, will be entertained.

## 9.3 DUPLICATION OF ITEMS OF WORK

9.3.1 Where items of work have been duplicated in portions of the Drawings and Specifications, it will be assumed that the Bidders have specifically included the duplicated items in their Bid, unless the Owner has been notified, in writing, prior to submittal of Bids that duplication exists and the Owner issues instruction to establish limits of work and allocation of responsibility.

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

9.3.3 In the event that materials and/or equipment have been specified in the Bidding Documents with more than one standard of quality, it will be assumed that the Bidder concerned included materials and or equipment with the higher quality standards in their Bid, unless the Owner agreed otherwise in writing.

#### 9.4 ACCEPTANCE OF CONDITIONS

9.4.1 The submission of a Bid Proposal will be considered by the Owner as acceptance by the Bidder of all requirements and stipulations contained in the Bidding Documents, and any and all site conditions.

#### 9.5 SITE INSPECTION INFORMATION

9.5.1 The site is available for inspection from 8:00AM to 4:00PM, Tuesday through Friday. Contractors must set up a time for inspection with Stephen Kerr, Assistant State Court Administrator for Facilities and Operations, Rhode Island Administrative Office of State Courts, Licht Judicial Complex, 250 Benefit Street, Providence, RI 02903, 401-222-4999, at least forty eight (48) hours in advance.

END OF SECTION

SECTION 00310 – BID FORM

TO: State of Rhode Island  
Judicial Purchasing Office  
Rhode Island Traffic Tribunal  
670 New London Avenue, Room 1006  
Cranston, RI 02920

PROJECT: Frank J. Licht Judicial Complex  
Courtroom 12 Restoration  
250 Benefit Street  
Providence, Rhode Island 02903

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

SUBMITTED BY: \_\_\_\_\_  
(include address  
tel. no., and  
license no. as  
applicable) \_\_\_\_\_

1. BID

Having examined the Site and all matters referred to in the Bid Information Sheet, the Instructions to Bidders, and the Bidding Documents, we, the undersigned, hereby propose to enter into a Contract to perform the Work for the sum of:

**Base Bid**

\$				,				.		
----	--	--	--	---	--	--	--	---	--	--

(Numeric)

\_\_\_\_\_  
(Written)

**We have included the required Bid Security in compliance with the Instructions to Bidders and the allowance of twenty thousand dollars (\$20,000) in the base Bid.**

2. ACCEPTANCE

This Bid shall be irrevocable for ninety (90) days from the Bid closing date. If this Bid is accepted by the Owner within ninety (90) days, we will:

- a. execute an Agreement subject to compliance with required state regulatory agency approvals as described in the Instructions to Bidders;
- b. furnish the required bonds in compliance with the amended provisions of the Instructions to Bidders; and
- c. commence work within seven (7) days from the issuance date of the Judicial Purchase Order for the Project.

If we fail to comply with any of the above we immediately forfeit the Bid Security while preserving any additional damages, remedies or rights available to the Owner at law.

In the event our Bid is not accepted within the ninety (90) day period, the Bid Security shall be returned to the undersigned in accordance with the Instructions to Bidders; unless a mutually

satisfactory arrangement is made in writing for its retention and validity for an extended period of time.

3. CONTRACT TIME

If this Bid is accepted, we will fully complete the Work in one hundred twenty days (120) calendar days from the issuance date of the Judicial Purchase Order. The work hours shall be from 7:30 AM to 3:30 PM Monday through Friday. Saturday work may be allowed if requested in writing to Stephen Kerr, Assistant State Court Administrator for Facilities and Operations, Rhode Island Administrative Office of State Courts, Licht Judicial Complex, 250 Benefit Street, Providence, RI 02903.

The Contract completion time may be extended only by written agreement of the parties.

4. ADDENDA

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

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

Addendum No. 2, dated \_\_\_\_\_

5. ALTERNATES

Alternate bid prices include all costs, profit, overhead (including insurance and taxes), allowance for waste and the sum quoted shall represent the price for the completed Work.

**ADD Alternate No. One (New Door No. 564A and wall)**

\$										
			,					.		

(Numeric)

(Written)

6. UNIT PRICES

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

ITEMS OF WORK	UNIT PRICE
1. Plaster repair	\$ _____ Sq. Ft.
2. Striping and refinishing wood trim	\$ _____ Sq. Ft.
3. Replacement of insulated window glass 12-3/4"w x 16-3/4"h x 5/8"	\$ _____ Ea. Pane
4. Replacement of insulated window glass 9-7/16"w x 15-1/2"h x 5/8"	\$ _____ Ea. Pane

5. Replacement of insulated window glass  
9-7/16”w x 12-3/4”h x 5/8” \$\_\_\_\_\_ Ea. Pane

Note: The Contractor shall include within their BASE BID the cost for removing and replacing 25 panes of each size (item #3,#4 & #5) of insulated window glass.

7. ALLOWANCES

The Bidder shall include in its Base Bid Price an allowance of twenty thousand dollars (**\$20,000**) for additional work that may be required and approved by Owner and Architect. Funds will be drawn from allowances only by a properly executed and approved Change Order. At the closeout of the Contract, funds remaining in allowances will be credited to Owner by Change Order.

<p><b>LICENSE NUMBER REQUIREMENT:</b></p> <p><b>As required by Section 5-65-23 of the Rhode Island General Laws my Rhode Island license number for the work to be performed by this firm as prime contractor is:</b></p> <p><b>LICENSE NUMBER:</b> _____</p>
--

8. REFERENCES

Please submit a list of references with whom you have contracted to do similar work including the dates of service. A minimum of four (4) references are required. Please list all information below:

Company Name	Contact Person	Telephone #	Dates of Service

Have you or your firm been subject to suspension, debarment or criminal conviction by the AOSC, the State of Rhode Island, or any other jurisdiction?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Has the AOSC and/or the State of Rhode Island ever terminated contracts with your firm for cause?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Has your firm ever withdrawn from a contract with the AOSC and/or the State of Rhode Island during its performance?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Have you or your firm been involved in litigation against the AOSC and/or the State of Rhode Island?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If you answered yes to any of the foregoing, please explain the circumstances below. If you or your firm have been involved in litigation against the AOSC and/or the State of Rhode Island, please include the case caption, case number and status. (If more space is needed, please attach separate sheet and submit with the bid.)



## SECTION 00370 – BID BOND

## 1. BID BOND

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

END OF SECTION

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

**Bid Bond**

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

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

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

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

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

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the  
Principal shall enter into a Contract with the Obligee in accordance with the terms of  
such bid, and give such bond or bonds as may be specified in the bidding or Contract  
Documents with good and sufficient surety for the faithful performance of such Contract  
and for the prompt payment of labor and material furnished in the prosecution thereof, or  
in the event of the failure of the Principal to enter such Contract and give such bond or  
bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty  
hereof between the amount specified in said bid and such larger amount for which the  
Obligee may in good faith contract with another party to perform the Work covered by  
said bid, then this obligation shall be null and void, otherwise to remain in full force and  
effect.

**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.



## SECTION 00500 – FORM OF AGREEMENT

## 1. AGREEMENT

AIA Document A101, Standard Form of Agreement Between Owner and Contractor - 2007 Edition, as amended, forms the basis of the Contract between the Owner and Contractor, in addition to the Rhode Island Judicial Purchasing Rules and Regulations and General Terms and Conditions of Purchase, as well as the Judicial Purchase Order issued for the project. Those documents are included on the following pages and are an integral part of the Bidding Documents. Provisions not amended or supplemented remain in full force and effect.

END OF SECTION



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

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

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

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

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

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

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

The Owner and Contractor agree as follows.

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

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

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

Init.

AIA Document A101<sup>™</sup> – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:49:51 on 03/27/2009 under Order No.1000392201\_1 which expires on 4/1/2010, and is not for resale.

User Notes:

(684916971)

**TABLE OF ARTICLES**

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

**ARTICLE 1 THE CONTRACT DOCUMENTS**

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

**ARTICLE 2 THE WORK OF THIS CONTRACT**

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

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

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

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

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

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

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

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

Init.

**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
------	-----------------------	----------------

**§ 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 same 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 ( ). 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 ( );
- .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.)*

|      per annum

**§ 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.)*

Title of Specifications exhibit:

*(Table deleted)*

§ 9.1.5 The Drawings:

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

Title of Drawings exhibit:

*(Table deleted)*

§ 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:
- 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.

Init.

AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:49:51 on 03/27/2009 under Order No.1000392201\_1 which expires on 4/1/2010, and is not for resale.

User Notes:

(684916971)

(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.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:49:51 on 03/27/2009 under Order No.1000392201\_1 which expires on 4/1/2010, and is not for resale.

User Notes:

(684916971)

## SECTION 00510 – PERFORMANCE AND PAYMENT BONDS

## 1. PERFORMANCE AND PAYMENT BONDS

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

END OF SECTION



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

## Performance Bond

**CONTRACTOR** (*Name and Address*):      **SURETY** (*Name and Principal Place of Business*):

**OWNER** (*Name and Address*):

### CONSTRUCTION CONTRACT

Date:  
Amount:  
Description (*Name and Location*):

### BOND

Date (*Not earlier than Construction Contract Date*):  
Amount:

Modifications to this Bond:     None     See Section 13

**CONTRACTOR AS PRINCIPAL**  
Company:    (*Corporate Seal*)

**SURETY**  
Company:    (*Corporate Seal*)

Signature: \_\_\_\_\_  
Name and  
Title:  
(*Any additional signatures appear on the last page*)

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

(*FOR INFORMATION ONLY - Name, Address and Telephone*)

**AGENT or BROKER:**

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

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

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

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

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

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Section 3.1.

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

**§ 3.1** The Owner has notified the Contractor and the Surety at its address described in Section 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

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

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

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

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

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

**§ 4.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

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

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

**§ 5** If the Surety does not proceed as provided in Section 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 6** After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Section 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

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

§ 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 4; and

§ 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

## § 12 DEFINITIONS

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

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

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

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

**§ 13 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

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

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

**SURETY**

Company: (Corporate Seal)

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

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

# Payment Bond

**CONTRACTOR** (Name and Address):

**SURETY** (Name and Principal Place of Business):

**OWNER** (Name and Address):

## CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:  None  See Section 16

## CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

## SURETY

Company: (Corporate Seal)

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

Name and Title:

(Any additional signatures appear on the last page)

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

Name and Title:

(FOR INFORMATION ONLY - Name, Address and Telephone)

**AGENT or BROKER:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Section 4.1 or Section 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

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

**§ 15 DEFINITIONS**

§ 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

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

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

**§ 16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

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

**CONTRACTOR AS PRINCIPAL**

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

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

**SURETY**

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

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

## SECTION 00700 – GENERAL CONDITIONS

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

END OF SECTION



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

## General Conditions of the Contract for Construction

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

THE OWNER:  
(Name and address)

THE ARCHITECT:  
(Name and address)

### TABLE OF ARTICLES

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

### ADDITIONS AND DELETIONS:

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

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

Init.

AIA Document A201<sup>™</sup> – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:53:35 on 03/27/2009 under Order No.1000392201\_1 which expires on 4/1/2010, and is not for resale.

User Notes:

(703049095)

## INDEX

(Numbers and Topics in Bold are Section Headings)

### Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

### Access to Work

**3.16**, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.4.2, 13.7.1, 14.1, 15.2

Addenda

1.1.1, 3.11.1

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

### Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.5**

Additional Insured

11.1.4

### Additional Time, Claims for

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

### Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

### Allowances

**3.8**, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

### Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7.1, 9.10,

11.1.3

Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10,

4.2.7, 9.3.2, 13.5.1

### Arbitration

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

## ARCHITECT

**4**

Architect, Definition of

### 4.1.1

Architect, Extent of Authority

2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3.1, 7.1.2, 7.3.7, 7.4,

9.2.1, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1,

12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

Architect, Limitations of Authority and

Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,

4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4.1,

9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

Architect's Additional Services and Expenses

2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.4.1, 3.1.3, 3.5.1, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5.1, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14,

6.3.1, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4.1, 9.5, 9.8.4,

9.9.1, 13.5.2, 15.2, 15.3

Architect's Inspections

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

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1,

3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18,

4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,

9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5,

15.2

Architect's Relationship with Subcontractors

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

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

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

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

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

**5.2**

## Basic Definitions

**1.1**

Bidding Requirements

1.1.1, 5.2.1, 11.4.1

Binding Dispute Resolution

9.7.1, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1,

15.3.2, 15.4.1

### Boiler and Machinery Insurance

**11.3.2**

Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

### Bonds, Performance, and Payment

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

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:53:35 on 03/27/2009 under Order No.1000392201\_1 which expires on 4/1/2010, and is not for resale.

User Notes:

(703049095)

Building Permit

3.7.1

## **Capitalization**

### **1.3**

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

### **Certificates for Payment**

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3

Certificates of Inspection, Testing or Approval

13.5.4

Certificates of Insurance

9.10.2, 11.1.3

### **Change Orders**

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

**Change Orders**, Definition of

#### **7.2.1**

## **CHANGES IN THE WORK**

2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 7.4.1, 8.3.1, 9.3.1.1, 11.3.9

**Claims**, Definition of

### **15.1.1**

## **CLAIMS AND DISPUTES**

3.2.4, 6.1.1, 6.3.1, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4

Claims and Timely Assertion of Claims

15.4.1

**Claims for Additional Cost**

3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4**

**Claims for Additional Time**

3.2.4, 3.7.46.1.1, 8.3.2, 10.3.2, **15.1.5**

**Concealed or Unknown Conditions, Claims for**

### **3.7.4**

Claims for Damages

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

Claims Subject to Arbitration

15.3.1, 15.4.1

### **Cleaning Up**

#### **3.15**, 6.3

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4

**Commencement of the Work**, Definition of

#### **8.1.2**

**Communications Facilitating Contract**

**Administration**

3.9.1, **4.2.4**

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2

## **COMPLETION, PAYMENTS AND**

**9**

Completion, Substantial

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

Compliance with Laws

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

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

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

**Consolidation or Joinder**

### **15.4.4**

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

1.1.4, **6**

**Construction Change Directive**, Definition of

#### **7.3.1**

**Construction Change Directives**

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

**Contingent Assignment of Subcontracts**

**5.4**, 14.2.2.2

**Continuing Contract Performance**

### **15.1.3**

**Contract**, Definition of

#### **1.1.2**

## **CONTRACT, TERMINATION OR SUSPENSION OF THE**

5.4.1.1, 11.3.9, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

**Contract Documents, The**

#### **1.1.1**

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

**Contract Documents**, Definition of

#### **1.1.1**

**Contract Sum**

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

**Contract Sum**, Definition of

### **9.1**

Contract Time

3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7.1, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:53:35 on 03/27/2009 under Order No.1000392201\_1 which expires on 4/1/2010, and is not for resale.

User Notes:

(703049095)

**Contract Time**, Definition of  
**8.1.1**  
**CONTRACTOR**  
**3**  
**Contractor**, Definition of  
**3.1, 6.1.2**  
**Contractor's Construction Schedules**  
**3.10**, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2  
Contractor's Employees  
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3,  
11.1.1, 11.3.7, 14.1, 14.2.1.1,  
**Contractor's Liability Insurance**  
**11.1**  
Contractor's Relationship with Separate Contractors  
and Owner's Forces  
3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4  
Contractor's Relationship with Subcontractors  
1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2,  
11.3.1.2, 11.3.7, 11.3.8  
Contractor's Relationship with the Architect  
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1,  
3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2,  
6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6,  
10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1  
Contractor's Representations  
3.2.1, 3.2.2, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2  
Contractor's Responsibility for Those Performing the  
Work  
3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8  
Contractor's Review of Contract Documents  
3.2  
Contractor's Right to Stop the Work  
9.7  
Contractor's Right to Terminate the Contract  
14.1, 15.1.6  
Contractor's Submittals  
3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,  
9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2  
Contractor's Superintendent  
3.9, 10.2.6  
Contractor's Supervision and Construction  
Procedures  
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,  
7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3  
Contractual Liability Insurance  
11.1.1.8, 11.2  
Coordination and Correlation  
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1  
Copies Furnished of Drawings and Specifications  
1.5, 2.2.5, 3.11  
Copyrights  
1.5, **3.17**  
Correction of Work  
2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**  
**Correlation and Intent of the Contract Documents**  
**1.2**

**Cost**, Definition of  
**7.3.7**  
Costs  
2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,  
7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6,  
11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14  
**Cutting and Patching**  
**3.14**, 6.2.5  
Damage to Construction of Owner or Separate  
Contractors  
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3,  
12.2.4  
Damage to the Work  
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4  
Damages, Claims for  
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1,  
11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6  
Damages for Delay  
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2  
**Date of Commencement of the Work**, Definition of  
**8.1.2**  
**Date of Substantial Completion**, Definition of  
**8.1.3**  
**Day**, Definition of  
**8.1.4**  
Decisions of the Architect  
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3,  
7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4, 9.5.1, 9.8.4, 9.9.1,  
13.5.2, 14.2.2, 14.2.4, 15.1, 15.2  
**Decisions to Withhold Certification**  
9.4.1, **9.5**, 9.7, 14.1.1.3  
Defective or Nonconforming Work, Acceptance,  
Rejection and Correction of  
2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6,  
9.8.2, 9.9.3, 9.10.4, 12.2.1  
**Defective Work**, Definition of  
**3.5.1**  
Definitions  
1.1, 2.1.1, 3.1.1, 3.5.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1,  
15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1  
**Delays and Extensions of Time**  
3.2., 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, **8.3**, 9.5.1, 9.7.1,  
10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5  
Disputes  
6.3.1, 7.3.9, 15.1, 15.2  
**Documents and Samples at the Site**  
**3.11**  
**Drawings**, Definition of  
**1.1.5**  
Drawings and Specifications, Use and Ownership of  
3.11  
Effective Date of Insurance  
8.2.2, 11.1.2  
**Emergencies**  
**10.4**, 14.1.1.2, 15.1.4

Employees, Contractor's  
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,  
10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Equipment, Labor, Materials or  
1.1.3, 1.1.6, 3.4, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13.1,  
3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3,  
9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work  
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5.1,  
3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2,  
9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3

Extensions of Time  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4.1, 9.5.1, 9.7.1,  
10.3.2, 10.4.1, 14.3, 15.1.5, 15.2.5

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

Faulty Work  
(See Defective or Nonconforming Work)

**Final Completion and Final Payment**  
4.2.1, 4.2.9, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5,  
12.3.1, 14.2.4, 14.4.3

Financial Arrangements, Owner's  
2.2.1, 13.2.2, 14.1.1.4

Fire and Extended Coverage Insurance  
11.3.1.1

**GENERAL PROVISIONS**

**1**

**Governing Law**

**13.1**

Guarantees (See Warranty)

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

Identification of Subcontractors and Suppliers  
5.2.1

**Indemnification**  
3.17.1, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,  
11.3.7

**Information and Services Required of the Owner**  
2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,  
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,  
13.5.2, 14.1.1.4, 14.1.4, 15.1.3

**Initial Decision**  
**15.2**

**Initial Decision Maker, Definition of**  
1.1.8

Initial Decision Maker, Decisions  
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority  
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,  
15.2.5

**Injury or Damage to Person or Property**  
**10.2.8**, 10.4.1

Inspections  
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,  
9.9.2, 9.10.1, 12.2.1, 13.5

Instructions to Bidders  
1.1.1

Instructions to the Contractor  
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2

**Instruments of Service, Definition of**  
**1.1.7**

Insurance  
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, **11**

**Insurance, Boiler and Machinery**  
**11.3.2**

**Insurance, Contractor's Liability**  
**11.1**

Insurance, Effective Date of  
8.2.2, 11.1.2

**Insurance, Loss of Use**  
**11.3.3**

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

**Insurance, Property**  
10.2.5, **11.3**

Insurance, Stored Materials  
9.3.2, 11.4.1.4

**INSURANCE AND BONDS**  
**11**

Insurance Companies, Consent to Partial Occupancy  
9.9.1, 11.4.1.5

Insurance Companies, Settlement with  
11.4.10

Intent of the Contract Documents  
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4

**Interest**  
**13.6**

**Interpretation**  
1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written  
4.2.11, 4.2.12, 15.1.4

Judgment on Final Award  
15.4.2

**Labor and Materials, Equipment**  
1.1.3, 1.1.6, **3.4**, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,  
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes  
8.3.1

Laws and Regulations  
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4, 9.9.1,  
10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2,  
13.6.1, 14, 15.2.8, 15.4

Liens  
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of  
12.2.5, 13.7, 15.4.1.1

Limitations of Liability  
2.3.1, 3.2.2, 3.5.1, 3.12.10, 3.17.1, 3.18.1, 4.2.6,  
4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3,  
11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2

Limitations of Time  
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,  
5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2.1, 9.3.1,

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:53:35 on 03/27/2009 under Order No.1000392201\_1 which expires on 4/1/2010, and is not for resale.

User Notes:

(703049095)

9.3.3, 9.4.1, 9.5, 9.6, 9.7.1, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15

#### **Loss of Use Insurance**

##### **11.3.3**

#### **Material Suppliers**

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

#### **Materials, Hazardous**

10.2.4, **10.3**

#### **Materials, Labor, Equipment and**

1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

#### **Means, Methods, Techniques, Sequences and Procedures of Construction**

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

#### **Mechanic's Lien**

2.1.2, 15.2.8

#### **Mediation**

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

#### **Minor Changes in the Work**

1.1.1, 3.12.8, 4.2.8, 7.1, **7.4**

#### **MISCELLANEOUS PROVISIONS**

### **13**

#### **Modifications, Definition of**

##### **1.1.1**

#### **Modifications to the Contract**

1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7.1, 10.3.2, 11.3.1

#### **Mutual Responsibility**

##### **6.2**

#### **Nonconforming Work, Acceptance of**

9.6.6, 9.9.3, **12.3**

#### **Nonconforming Work, Rejection and Correction of**

2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1

#### **Notice**

2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7.1, 9.10, 10.2.2, 11.1.3, 11.4.6, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1

#### **Notice, Written**

2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7.1, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14, 15.2.8, 15.4.1

#### **Notice of Claims**

3.7.4, 4.5, 10.2.8, **15.1.2**, 15.4

#### **Notice of Testing and Inspections**

13.5.1, 13.5.2

#### **Observations, Contractor's**

3.2, 3.7.4

#### **Occupancy**

2.2.2, 9.6.6, 9.8, 11.3.1.5

#### **Orders, Written**

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

### **OWNER**

#### **2**

#### **Owner, Definition of**

##### **2.1.1**

#### **Owner, Information and Services Required of the**

2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3

#### **Owner's Authority**

1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3.1, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3.1, 13.2.2, 14.3, 14.4, 15.2.7

#### **Owner's Financial Capability**

2.2.1, 13.2.2, 14.1.1.4

#### **Owner's Liability Insurance**

##### **11.2**

#### **Owner's Loss of Use Insurance**

##### **11.3.3**

#### **Owner's Relationship with Subcontractors**

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

#### **Owner's Right to Carry Out the Work**

**2.4**, 14.2.2

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

##### **6.3**

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

##### **6.1**

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

##### **2.3**

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

14.3

#### **Owner's Right to Terminate the Contract**

14.2

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

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11.1, 3.17.1, 4.2.12, 5.3.1

#### **Partial Occupancy or Use**

9.6.6, **9.9**, 11.3.1.5

#### **Patching, Cutting and**

**3.14**, 6.2.5

#### **Patents**

3.17

#### **Payment, Applications for**

4.2.5, 7.3.9, 9.2.1, **9.3**, 9.4, 9.5, 9.6.3, 9.7.1, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

#### **Payment, Certificates for**

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4

#### **Payment, Failure of**

9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

#### **Payment, Final**

4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 11.4.5, 12.3.1, 13.7, 14.2.4, 14.4.3

Init.

**AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:53:35 on 03/27/2009 under Order No.1000392201\_1 which expires on 4/1/2010, and is not for resale.**

**User Notes:**

(703049095)

**Payment Bond, Performance Bond and**  
7.3.7.4, 9.6.7, 9.10.3, 11.4.9, **11.4**

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

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

Payments to Subcontractors  
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 11.4.8,  
14.2.1.2

PCB  
10.3.1

**Performance Bond and Payment Bond**  
7.3.7.4, 9.6.7, 9.10.3, 11.4.9, **11.4**

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

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

Polychlorinated Biphenyl  
10.3.1

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

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

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

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

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

Project Representatives  
4.2.10

**Property Insurance**  
10.2.5, **11.3**

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

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

Rejection of Work  
3.5.1, 4.2.6, 12.2.1

Releases and Waivers of Liens  
9.10.2

Representations  
3.2.1, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1,  
9.8.2, 9.10.1

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

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

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

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

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

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

**Rights and Remedies**  
1.1.2, 2.3, 2.4, 3.5.1, 3.7.4, 3.15.2, 4.2.6, 4.5, 5.3, 5.4,  
6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2,  
12.2.4, **13.4**, 14, 15.4

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

Rules and Notices for Arbitration  
15.4.1

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

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

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

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

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

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

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

Separate Contracts and Contractors  
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 11.4.7,  
12.1.2

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

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

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

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

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

Special Inspections and Testing  
4.2.6, 12.2.1, 13.5

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

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

Statute of Limitations  
13.7, 15.4.1.1

Stopping the Work  
2.3, 9.7, 10.3, 14.1

Stored Materials  
6.2.1, 9.3.2, 10.2.1.2, 10.2.4, 11.4.1.4

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

**SUBCONTRACTORS**  
**5**

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

**Subcontractual Relations**  
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 11.4.7, 11.4.8, 14.1, 14.2.1

Submittals  
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3

Submittal Schedule  
3.10.2, 3.12.5, 4.2.7

**Subrogation, Waivers of**  
6.1.1, 11.4.5, 11.3.7

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

**Substantial Completion, Definition of**  
9.8.1

Substitution of Subcontractors  
5.2.3, 5.2.4

Substitution of Architect  
4.1.3

Substitutions of Materials  
3.4.2, 3.5.1, 7.3.8

**Sub-subcontractor, Definition of**  
5.1.2

Subsurface Conditions  
3.7.4

**Successors and Assigns**  
13.2

**Superintendent**  
3.9, 10.2.6

**Supervision and Construction Procedures**  
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3

Surety  
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7

Surety, Consent of  
9.10.2, 9.10.3

Surveys  
2.2.3

**Suspension by the Owner for Convenience**  
14.3

Suspension of the Work  
5.4.2, 14.3

Suspension or Termination of the Contract  
5.4.1.1, 11.4.9, 14

**Taxes**  
3.6, 3.8.2.1, 7.3.7.4

**Termination by the Contractor**  
14.1, 15.1.6

**Termination by the Owner for Cause**  
5.4.1.1, 14.2, 15.1.6

**Termination by the Owner for Convenience**  
14.4

Termination of the Architect  
4.1.3

Termination of the Contractor  
14.2.2

**TERMINATION OR SUSPENSION OF THE CONTRACT**  
14

**Tests and Inspections**  
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, 13.5

**TIME**  
8

**Time, Delays and Extensions of**  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, 8.3, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5

Time Limits  
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 4.4, 4.5, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.4.1.5, 11.4.6, 11.4.10, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4

**Time Limits on Claims**  
3.7.4, 10.2.8, 13.7, 15.1.2

Title to Work  
9.3.2, 9.3.3

**Transmission of Data in Digital Form**  
1.6

**UNCOVERING AND CORRECTION OF WORK**  
12

**Uncovering of Work**  
12.1

Unforeseen Conditions, Concealed or Unknown  
3.7.4, 8.3.1, 10.3

Unit Prices  
7.3.3.2, 7.3.4

Use of Documents  
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3

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

**Values, Schedule of**  
9.2, 9.3.1

Waiver of Claims by the Architect  
13.4.2

Waiver of Claims by the Contractor  
9.10.5, 11.4.7, 13.4.2, 15.1.6

Waiver of Claims by the Owner  
9.9.3, 9.10.3, 9.10.4, 11.4.3, 11.4.5, 11.4.7, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6

Waiver of Consequential Damages  
14.2.4, 15.1.6

Waiver of Liens  
9.10.2, 9.10.4

**Waivers of Subrogation**  
6.1.1, 11.4.5, 11.3.7

**Warranty**  
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7.1

Weather Delays  
15.1.5.2

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:53:35 on 03/27/2009 under Order No.1000392201\_1 which expires on 4/1/2010, and is not for resale.

User Notes:

(703049095)

**Work, Definition of**

**1.1.3**

**Written Consent**

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2

**Written Interpretations**

4.2.11, 4.2.12

**Written Notice**

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.4.6, 12.2.2, 12.2.4, **13.3**, 14, 15.4.1

**Written Orders**

1.1.1, 2.3, 3.9, 7, 8.2.2, 11.4.9, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:53:35 on 03/27/2009 under Order No.1000392201\_1 which expires on 4/1/2010, and is not for resale.

User Notes:

(703049095)

## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

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

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

#### **§ 1.1.2 THE CONTRACT**

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

#### **§ 1.1.3 THE WORK**

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

#### **§ 1.1.4 THE PROJECT**

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

#### **§ 1.1.5 THE DRAWINGS**

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

#### **§ 1.1.6 THE SPECIFICATIONS**

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

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

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

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

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

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

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

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:53:35 on 03/27/2009 under Order No.1000392201\_1 which expires on 4/1/2010, and is not for resale.

User Notes:

(703049095)

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

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

### § 1.3 CAPITALIZATION

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

### § 1.4 INTERPRETATION

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

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

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

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

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

## ARTICLE 2 OWNER

### § 2.1 GENERAL

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

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

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

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

Init.

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

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

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

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

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

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

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

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

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

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 GENERAL**

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

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

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

Init.

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

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

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

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

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

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

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

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

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

### **§ 3.4 LABOR AND MATERIALS**

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

Init.

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

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

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

### **§ 3.5 WARRANTY**

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

### **§ 3.6 TAXES**

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

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

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

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

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

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

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

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:53:35 on 03/27/2009 under Order No.1000392201\_1 which expires on 4/1/2010, and is not for resale.

User Notes:

(703049095)

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

### **§ 3.8 ALLOWANCES**

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

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

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

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

### **§ 3.9 SUPERINTENDENT**

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

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

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

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

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

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

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

Init.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **§ 3.13 USE OF SITE**

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

### **§ 3.14 CUTTING AND PATCHING**

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

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

### **§ 3.15 CLEANING UP**

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

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

### **§ 3.16 ACCESS TO WORK**

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

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

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

### **§ 3.18 INDEMNIFICATION**

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

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

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 GENERAL**

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

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

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

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

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

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

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

Init.

#### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

Init.

§ 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

Init.

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

init.

.4 As provided in Section 7.3.7.

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

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

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

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

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

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

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

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

#### **§ 7.4 MINOR CHANGES IN THE WORK**

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

## **ARTICLE 8 TIME**

### **§ 8.1 DEFINITIONS**

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

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

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

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

### **§ 8.2 PROGRESS AND COMPLETION**

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

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

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

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

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

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

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

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 CONTRACT SUM**

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

### **§ 9.2 SCHEDULE OF VALUES**

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

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

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

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

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

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

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

#### § 9.4 CERTIFICATES FOR PAYMENT

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

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

#### § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

Init.

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

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

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

### § 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

### § 9.7 FAILURE OF PAYMENT

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

Init.

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

#### **§ 9.8 SUBSTANTIAL COMPLETION**

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

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

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

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

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

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

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

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

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

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

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

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:53:35 on 03/27/2009 under Order No.1000392201\_1 which expires on 4/1/2010, and is not for resale.

User Notes:

(703049095)

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.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:53:35 on 03/27/2009 under Order No.1000392201\_1 which expires on 4/1/2010, and is not for resale.

User Notes:

(703049095)

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

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

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

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

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

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

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

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

#### § 10.3 HAZARDOUS MATERIALS

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

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

Init.

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

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

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

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

#### **§ 10.4 EMERGENCIES**

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

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

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

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

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

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

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

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

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

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

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

#### **§ 11.3 PROPERTY INSURANCE**

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

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

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

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

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

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

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:53:35 on 03/27/2009 under Order No.1000392201\_1 which expires on 4/1/2010, and is not for resale.

User Notes:

(703049095)

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

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

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

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

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

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

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

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

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

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

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

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

Init.

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

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

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

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

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

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

#### **§ 12.1 UNCOVERING OF WORK**

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

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

#### **§ 12.2 CORRECTION OF WORK**

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

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

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

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

§ 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.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:53:35 on 03/27/2009 under Order No.1000392201\_1 which expires on 4/1/2010, and is not for resale.

User Notes:

(703049095)

## **§ 13.5 TESTS AND INSPECTIONS**

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

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

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

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

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

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

## **§ 13.6 INTEREST**

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

## **§ 13.7 TIME LIMITS ON CLAIMS**

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

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

### **§ 14.1 TERMINATION BY THE CONTRACTOR**

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

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

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:53:35 on 03/27/2009 under Order No.1000392201\_1 which expires on 4/1/2010, and is not for resale.

User Notes:

(703049095)

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

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

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

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

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

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

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

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

Init.

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

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

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

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

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

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

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

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 CLAIMS

##### § 15.1.1 DEFINITION

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

##### § 15.1.2 NOTICE OF CLAIMS

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

##### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

##### § 15.1.4 CLAIMS FOR ADDITIONAL COST

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

##### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

#### § 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

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

#### § 15.2 INITIAL DECISION

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

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

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

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

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

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

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

Init.

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

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

### § 15.3 MEDIATION

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

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

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

### § 15.4 ARBITRATION

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

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

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

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

### § 15.4.4 CONSOLIDATION OR JOINDER

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

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

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:53:35 on 03/27/2009 under Order No.1000392201\_1 which expires on 4/1/2010, and is not for resale.

User Notes:

39

(703049095)

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:53:35 on 03/27/2009 under Order No.1000392201\_1 which expires on 4/1/2010, and is not for resale.

User Notes:

(703049095)

## SECTION 00750 – SUPPLEMENTAL GENERAL CONDITIONS

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

## ARTICLE 1 - GENERAL PROVISIONS

Add the following sub-paragraphs to 1.1:

## 1.1.9 Miscellaneous Definitions

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

1.1.9.2 Where "as directed," "as permitted," "as required," "approved," "acceptance," or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance of the Architect is intended, unless stated otherwise. As used herein, "provide" shall be understood to mean "provide complete in place" that is, "furnish and install."

## 1.2 Correlation and Intent of the Contract Documents

Add the following Clause 1.2.3.1 to 1.2.3:

1.2.3.1 The following are all part of the Contract Documents and in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities.

1. The Agreement.
2. Addenda, with those of a later date having precedence over those of an earlier date.
3. The Supplementary Conditions.
4. The General Conditions of the Contract for Construction.
5. Specifications.
6. Rhode Island Judicial Purchasing Rules and Regulations, the General Terms and Conditions of Purchase, and any Judicial Purchase Order issued for the Project.

Add the following sub-paragraph 1.2.4:

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

## ARTICLE 2 – OWNER

2.1.1 Contact Person: Stephen J. Kerr, Deputy Assistant Administrator for Facilities, Operations and Security, Rhode Island Supreme Court, 250 Benefit Street, Providence, RI 02903, 401-222-4999.

## 2.2 Information and Services Required of the Owner

Delete sub-paragraph 2.2.1.

Delete sub-paragraph 2.2.2 and substitute the following:

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

Delete sub-paragraph 2.2.5 and substitute the following:

- 2.2.5 The Contractor will be furnished, free of charge, six (6) copies each of the Drawings and Project Manual. Owner shall furnish Contractor with any additional copies that may be required upon payment by the Contractor of actual printing costs.

### ARTICLE 3 - CONTRACTOR

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

Add the following sub-paragraph to 3.2:

- 3.2.5 Failure of the Specifications to indicate the need for items to properly perform the Work of the Project, such as attachments, bolts, hangers, and other fastening devices, shall not relieve the Contractor from furnishing and installing these items.
- 3.2.6 Should an inconsistency (or discrepancy) be found in the Contract Documents not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

Add the following sub-paragraph to 3.3:

- 3.3.4 If the Contractor determines that the Work already performed is not in proper condition to receive subsequent Work, the Contractor shall immediately take all steps necessary to ensure that the proper condition is achieved so that the Work can proceed.

#### 3.4 Labor and Materials

Delete sub-paragraph 3.4.2 and substitute the following:

- 3.4.2 The Contractor may make substitutions only with the written consent of the Owner, after evaluation by the Architect and in accordance with a properly executed Change Order.

Add the following sub-paragraphs 3.4.4 and 3.4.5 to 3.4:

- 3.4.4 After execution of the Contract, the Owner and the Architect shall only consider formal written requests for the substitution of products specified in and in accordance with the the General Requirements (Division 1 of the Specifications) and in Article 7 (CHANGES IN THE WORK) of this document.
- 3.4.5 By making requests for substitutions based on sub-paragraph 3.4.3 above, the Contractor:

- .1 Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to the product specified;
- .2 Represents that the Contractor will provide the same warranty for the proposed substitute product that the Contractor would for the product specified;
- .3 Certifies that the cost data presented is complete and accurate and includes only those costs directly related to this Contract and excludes any redesign costs of the Architect; and
- .4 Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

### 3.6 Taxes

Delete sub-paragraph 3.6. and substitute the following:

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

### 3.7 Permits, Fees and Notices

Add to sub-paragraph 3.7.1:

- .1 The Contractor shall contact the Rhode Island State Building Commissioner to determine the amount of permit costs and associated fees or surcharges, if any such permits are needed for the Project.

### 3.9 SUPERINTENDENT

Add the following to sub-paragraph 3.9.2:

- 3.9.2 The Contractor shall provide the Owner and the Architect with the Superintendent's name and contact information.

## ARTICLE 4 – ARCHITECT

Delete sub-paragraph 4.1.2 and substitute the following:

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

Delete sub-paragraph 4.1.3 and substitute the following:

- 4.1.3 If the employment of the Architect is terminated, the Owner has the option to employ another Architect whose status under the Contract Documents shall be that of the former Architect.

## ARTICLE 7 - CHANGES IN THE WORK

### 7.3 Construction Change Directives

Delete sub-paragraph 7.3.6 and substitute the following:

7.3.6 If a cost is not previously agreed upon, then the Contractor, provided he receives a Construction Change Directive signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Architect on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including in the case of an increase in the Contract Sum, an allowance for overhead and profit as stipulated in 7.3.10. In such cases, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Pending final determination of cost to the Owner, payments on account shall be made on the Architect's Certificate for Payment.

Add the following sub-paragraph to 7.3:

- 7.3.10 In sub-paragraph 7.3.3 and 7.3.6 the allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:
- .1 For the Contractor, for any Work performed by the Contractor's own forces, ten percent (10%) of the cost.
  - .2 For the Contractor, for Work performed by the Sub-subcontractor, five percent (5%) of the amount due the Subcontractor.
  - .3 For each Subcontractor or Sub-subcontractor involved, for any Work performed by that Subcontractor's own forces, ten percent (10%) of the cost.
  - .4 For each Subcontractor, for Work performed by Subcontractors of the Sub-subcontractor five percent (5%) of the amount due the Subcontractor.
  - .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.11.
  - .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor (Less than fifty dollars), shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner described the above sections (.1 - .4). In no case will a change over fifty dollars (\$50.00) be approved without such itemization.
- 7.3.11 Cost, as referred to throughout Article 7, shall be limited to the following costs directly attributable to the change: cost of materials, including cost of delivery; cost of labor, including social security and unemployment insurance, fringe benefits required by agreement or custom; Workmen's compensation insurance; rental value of tools (excluding small/hand tools), equipment and machinery.
- 7.3.12 Overhead, as referred to throughout Article 7, shall include the following expenses directly attributable to the change: cost of bond and insurance premiums, additional cost of supervision and superintendence, wages of time-keepers, watchmen and clerks, small/hand tools, incidentals, general office expense, and all other expenses directly attributable to the change and not included in "Cost".
- 7.3.13 The amount of any credit to the Owner for a deletion or change which results in a net decrease in the Contract Sum will be in the amount of the actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.
- 7.3.14 Subsequent to the approval of a Change Order, whether involving a change in Contract Sum, contract time or both, no additional claim related to that change will be

considered by the Owner. A change incorporated into a Change Order is therefore all inclusive, and includes such factors as Project impact, schedule "ripple" effect or other items which may pertain to such change.

## ARTICLE 9 - PAYMENTS AND COMPLETION

### 9.3 Application for Payment

Add the following sentences to sub-paragraph 9.3.1:

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

### 9.4 Certificate for Payment

Add the following new sub-paragraphs:

9.4.3 First Certificate for Payment - The Architect will process the first Certificate for Payment only after receipt of: 1). the information required for Article 7 of the Instructions to Bidders; 2). certification from the Contractor that it is maintaining current Record Drawings

9.4.4 Second and Subsequent Certificates for Payment - The Architect will process the second and subsequent Certificates for Payment only after receipt of: 1). certification that the Contractor is maintaining current Record Drawings, 2). Release of Liens, 3). all the proposed material and color samples and selections have been submitted for the Architect's approval. The Architect will not process any Certificates for Payment without certification from the Contractor that the Record Drawings are current and without having received all Release of Liens forms.

### 9.5 Decisions to Withhold Certification

Add the following Clause .8 to 9.5.1:

.8 Failure to maintain current Record Drawings.

### 9.6 Progress Payments

Add the following to sub-paragraph 9.6.1:

9.6.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

Payments shall be made not more than once per month. Ninety percent (90%) of the portion of the Contract Sum properly allocatable to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-seven percent (97%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents. If in the opinion of the Architect, the

Work progresses satisfactorily after fifty percent (50%) of the Work is completed, the Architect may recommend to the Owner that the retainage be decreased to five percent (5%). Such reduction shall occur upon the Owner's approval and after receipt of AIA Document G707A (Consent of Surety to Reduction).

Add the following sub-paragraph to 9.6.1:

9.6.1.1 The Owner reserves the right to withhold payment to the Contractor, in whole or in part, for any or all of the reasons cited in Clauses 9.5.1.1 through 9.5.1.8.

#### 9.7 Failure of Payment

Delete paragraph 9.7 and substitute the following:

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within thirty (30) days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon ten (10) additional days' written notice to the Owner and the Architect, stop Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the Amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

#### 9.8 Substantial Completion

Add the following sentence to sub-paragraph 9.8.4:

Prior to the issuance of a Certificate of Substantial Completion, and in addition to requirements herein, the Contractor and his subcontractors shall submit: 1). their respective certificates of Contract Document compliance; 2). all warranties and guarantees; 3). bonds; 4). all certifications and affidavits; 5). operating manuals, report of Owner instructions, and test results; 6). Project record documents, including Record Drawings; 7). extra materials and samples (as specified) required for Owner; and 8). any permits, including occupancy permit (if requested), and notices.

#### 9.10 Final Completion and Final Payment

9.10.2 Add the following sentence:

The Contractor shall submit AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims, and G706A, Contractor's Affidavit of Release of Liens, to satisfy number the affidavits required by (1) above, and AIA Document G707, Consent of Surety Company to Final Payment, to satisfy the consent required by number (4) above.

Add the following sub-paragraphs:

9.10.6 Certificates for Payment seeking final payment by the Contractor will not be processed unless and until Architect has received from the Contractor Release of Lien forms from all subcontractors and material suppliers indicating that they have been paid in full for all Work covered by prior Certificates for Payment.

9.10.7 The Contractor shall immediately satisfy all liens or encumbrances which, because of any act or default of the Contractor is filed against the premises, and shall

indemnify and hold the Owner harmless against any and all claims (including without limitation subrogation claims), loss, liability, damages, costs, and expenses (including without limitation court costs and legal fees), of any kind whatsoever, and any and all legal actions including third-party actions, cross-actions, and/or claims for contribution and/or indemnity with respect to any claims by any person, entity, and/or party, which relate to or arise out of the Project. In addition, moneys due under the Contract may be retained by the Owner until all such suits, claims for damages or expenses as aforesaid shall have been settled and paid.

- 9.10.8 The statement on the Standard AIA Form G702, Certificates of Payment, which certifies that "all bills are paid for which previous certificates for payment were issued" shall be notarized by a Notary Public currently licensed in the State of Rhode Island.

## ARTICLE 11 - INSURANCE AND BONDS

### 11.1 Contractor's Liability Insurance

- 11.1.1 Replace the words "in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located" insert the words "in a company or companies licensed to do business in the State of Rhode Island and to which the Owner has no reasonable objection."

Add the following sub-paragraphs to 11.1.1:

- .9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
1. Premises Operations (including X-C/U as applicable).
  2. Independent Contractor's Protective.
  3. Products and Completed Operations.
  4. Personal Injury Liability with Employment Exclusion deleted.
  5. Contractual-including specified provisions for Contractor's obligation under Paragraph 3.18.
  6. Owned, non-owned and hired motor vehicles.
  7. Broad Form Property Damage including completed operations including explosion, collapse, and underground.
- .10 If the General Liability coverages are provided by a General Liability Policy on a claims-made basis, the policy Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with subparagraph 9.10.2.

Add the following sub-paragraph to 11.1.2:

- 11.1.2 Add the following sentence:

The Owner shall be named as an additional insured on the insurance required by Section 11.1.1 and the coverage shall include liability arising out of completed operations and shall provide coverage for the sole negligence of the Owner as an additional insured.

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

1. Worker's Compensation:
  - (a) State: Statutory
  - (b) Employer's Liability: \$500,000
  
2. Comprehensive General Liability (including Premises Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
  - (a) Bodily Injury:
 

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

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

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

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

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

\$500,000.	Each Person
\$1,000,000.	Each Occurrence
  - (b) Property Damage:
 

\$500,000.	Each Occurrence
------------	--------------------

Add the following sub-paragraph to 11.1.3:

11.1.3.1 The Contractor shall provide the Owner with one (1) Certificate of Insurance reflecting the Owner as an additional insured for all insurance required in Article 11 no later than forty-eight (48) hours prior to commencement of any Work on the Project. If the Contractor's Liability Insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACCORD for 25S will be acceptable. The Contractor shall provide the Owner with copies of endorsements with each Certificate of Insurance evidencing the Owner's additional insured status, waivers of subrogation waiving any right to recovery the insurance company may have against the Owner, and showing that the requisite coverage remains on each policy. Any deductible or self-insured retention amount or other similar obligation under any of the policies required under Article 11 shall be the sole responsibility of the Contractor.

## 11.2 Owner's Liability Insurance

Delete the sub-paragraph 11.2.1 in its entirety.

## 11.3 Property Insurance

Delete sub-paragraph 11.3.1 in its entirety and substitute the following:

11.3.1 The Contractor shall purchase and maintain, in a company or companies licensed to do business in the State of Rhode Island, property insurance for the entire Work at the site in the amount of the initial Contract Sum, plus value of subsequent Contract . Such insurance shall be in a company or companies against which the Owner has no reasonable objection. The Owner, the Contractor, Subcontractors and Sub-subcontractors shall all be listed as additional insureds and said insurance shall protect against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage theft, vandalism, and malicious mischief. The Contractor shall also purchase and maintain this type of property insurance on portions of the Work stored offsite or in transit when such portions of the Work are to be included in an Application for Payment under sub-paragraph 9.3.2 and such portions of the work would not otherwise be covered under the "all risk" insurance policy required above and/or such insurance is otherwise required by the Contract Documents. Forty eight (48) hours before the commencement of the Work, the Contractor shall furnish the Owner with Certificates of Insurance and copies of endorsements proving that such coverage exists.

Add the following sentence to Clause 11.3.1.1:

11.3.1.1 The form of policy for this coverage shall be Completed Value.

11.3.1.2 Delete Clause 11.3.1.2.

11.3.1.3 Delete Clause 11.3.1.3.

11.3.2 Delete Sub-paragraph 11.3.2.

11.3.3 Delete Sub-paragraph 11.3.3.

11.3.4 Delete Sub-paragraph 11.3.4.

Delete sub-paragraph 11.3.6 in its entirety and substitute the following:

- 11.3.6 The Contractor shall file two (2) certified copies of all policies required under Article 11 with the Owner forty eight (48) hours prior to the commencement of the Work. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy and endorsements may not be cancelled, modified, or allowed to expire without at least thirty (30) days prior written notice to the Owner. The failure to provide the requisite insurance is a material breach of contract entitling the Owner to immediately terminate its agreement with the Contractor. If the Owner is damaged by the failure of the Contractor to maintain the requisite insurance and to so notify the Owner, then the Contractor shall bear all reasonable costs properly attributable thereto.
- 11.3.7 Modify sub-paragraph 11.3.7 substituting "Contractor" for "Owner" as fiduciary at the end of the first sentence.
- 11.3.8 Modify sub-paragraph 11.3.8 by substituting "Contractor" for "Owner" as fiduciary; except that at the first reference to "Owner" in the first sentence, the word "this" should be substituted for "Owner's".
- 11.3.9 Modify sub-paragraph 11.3.9 by substituting "Contractor" for "Owner" each time the latter word appears except in the last sentence (only the Owner can terminate for convenience).
- 11.3.10 Modify sub-paragraph 11.3.10 by substituting "Contractor" for "Owner" each time the latter word appears.

Delete sub-paragraph 11.4.1 and substitute the following:

- 11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds must be secured through a surety company licensed to do business in the State of Rhode Island and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum.
- 11.4.1.1 The Contractor shall deliver the required bonds to the Owner on or before the date the Agreement is executed.

#### 11.4 Performance Bond and Payment Bond

Add the following sentence:

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

## ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

### Acceptance of Nonconforming Work

Add the following sentence to 12.3.1:

Acceptance by the Owner of any nonconforming Work must be in writing.

## ARTICLE 13 - MISCELLANEOUS PROVISIONS

## 13.6 Interest

Add the following clause to the end of 13.6.1:

and as otherwise permitted by law.

Add the following paragraph 13.8 to Article 13:

## 13.8 Equal Opportunity

13.8.1 The Contractor shall maintain policies of employment as follows:

13.8.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

13.8.1.2 The Contractor and the Contractor's Subcontractor's shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

13.8.1.3 The Contractor shall be a signatory to the requirements of the Rhode Island Equal Employment Office.

Add the following paragraph 13.9 to Article 13:

## 13.9 Prevailing Wage Schedules on Public Works Projects

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

13.9.2 The wage rates as ascertained by the Department of Labor are uniform for the State of Rhode Island and as of the date of advertisement of Contract applying to the life of the Contract. Information concerning wage rates prevailing in the construction industry in Rhode Island may be obtained from the Office of the State Department of Labor, 220 Elmwood Avenue, Providence, Rhode Island. Under no condition shall the wages paid on this Project be less than those designated in the general classification. This clause does not relieve the Contractor or his Subcontractors from respecting any other union regulations to which he ordinarily subscribes.

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

- .1 Weekly payment of employees;
- .2 Provisions applicable to public Works contracts;
- .3 Payment of prevailing wage rates;
- .4 Posting of prevailing wage rates and;
- .5 Overtime compensation.

#### ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT

Delete clause 14.1.1.4 in its entirety.

Delete sub-paragraph 14.2.1.4 and substitute the following:

14.2.1.4 otherwise fails to satisfactorily fulfill or perform any obligations, promises, terms, or conditions of the Contract Documents.

Delete paragraph 14.2.3 and insert the following:

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

Add the following sentence to clause 14.2.4

14.2.4 Such payment does not limit other damages recoverable by the Owner at law.

14.4 Termination by the Owner for Convenience

Delete sub-paragraph 14.4.3 and substitute the following:

14.4.3 Within thirty (30) days of the effective date of the termination of the contract by the Owner, the Contractor shall submit to the Architect an Application for Payment for any unpaid Work performed up to the date of termination. Such application shall proceed in the ordinary course as provided herein.

#### ARTICLE 15 – CLAIMS AND DISPUTES

##### 15.4 ARBITRATION

Delete section 15.4 entitled ARBITRATION in its entirety and all references to arbitration in "AIA General Conditions, A201, 2007" and substitute the following:

Arbitration shall be in accordance with the provisions of the State Arbitration laws (State of Rhode Island, General Laws, Title 37, Chapter 16), which shall take precedence and shall govern.

#### ARTICLE 16 - SPECIAL PROJECT WORK CONDITIONS

##### 16.1 Coordination

- A. Prior to commencement of subcontract Work, a designated representative of each subcontractor shall meet with the Project superintendent and Owner's

Representative at the site and at the time set by the Owner's Representative to discuss requirements and the scope of Work.

- B. The General Contractor and all subcontractors will be required to attend a reconstruction conference at a date and time set by the Owner's Representative.

#### 16.2 Behavior of Personnel

- A. If in the opinion of the Owner's Representative, any employee of the Contractor, a subcontractor and/or a sub-subcontractor is physically or mentally unfit for Work or exhibits behavior incompatible with Work site environment, said employee may be required to leave the property and may be refused re-admittance.
- B. Employees of the Contractor, subcontractor and/or sub-subcontractor shall abide by the State's drug-free workplace policy and shall so attest upon request by the Owner by signing a certificate of compliance.
- C. Employees of the Contractor, subcontractor and/or sub-subcontractor shall be familiar with special regulations, policies and procedures in effect at the site and comply with such rules, including but not limited to security policies or practices and/or criminal background checks.
- D. At all times while Work is performed at the site at least one employee of the Contractor, subcontractor and sub-subcontractor shall have a good command of the English language and must be able to effectively communicate with the Owner and its staff.
- E. Employees of the Contractor, subcontractor and/or sub-subcontractor shall not disclose any confidential information of the Owner to any third party. Confidential information means: (1) any information of a sensitive or proprietary nature, whether or not specially identified as confidential or proprietary; or (2) any information about the Owner gained during the performance of a contract that is not already lawfully in the public domain.

#### 16.3 Substitutions

- A. In all cases where a proprietary designation is used in connection with materials or articles to be furnished under this contract and the phrase "or equal" is not used, the Contractor shall furnish the specified item, unless a written request for a substitute has been submitted by the Contractor and written approval is issued by the Owner.
- B. See Section 01600, Paragraph 1-06 for additional requirements and Contractor responsibility relating to substitutions. Specifically subparagraphs relating to speculative substitutions and additional liabilities.

#### 16.4 Codes, Rules and Regulations

- A. All Work is to be in accord with the latest requirements of:
  - 1. Federal, State and Municipal Laws;
  - 2. Rhode Island Building and Fire Codes; and
  - 3. Any prevailing rules and regulations pertaining to the adequate protection and/or guarding of any moving parts or other hazardous locations.

B. Reference in Specifications or Drawings shall mean and intend the latest edition of such, as published at date of submission of bids.

C. Reference to technical society organizations or body is made per the following abbreviations:

AIA	American Institute of Architects
AISE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWSC	American Welding Society
CS	Commercial Standard of U.S. Dept. of Commerce
FS	Federal Specifications
NBS	National Bureau of Standards
NEC	National Electric Code
UBC	Uniform Building Code
UL	Underwriters' Laboratories, Inc.
AASHO	American Assoc. of State Highway Officials

D. All Contractors and Subcontractors shall comply with requirements of the Occupational Safety and Health Act of 1970 or revisions thereto, which are applicable during the term of this Contract and hold the Owner and/or his agents harmless from any claim or loss that may result from violations of or claims under this act.

E. Nothing in the Specifications or Drawings is to be construed to allow Work not in accord with the above requirements. When requirements shown or specified are less than those in the codes listed above, the Contractor is to furnish and/or install the larger size or higher standard without extra cost to the Owner.

F. All Contractors and material/equipment suppliers shall comply with the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4826) and H.U.D. implementing regulations and the Rhode Island General Laws.

#### 16.5 Drawings

A. Structural drawings need not show architectural finishes. Architectural drawings need not show completed structural and/or mechanical or electrical installation or vice versa.

B. Architectural drawings shall have precedence over all other drawings.

C. All Work drawn on plans and not specified, or all Work specified and not drawn are part of Contract Work required to be done and are to be executed as fully as if described in both of these ways. Only Work specifically noted in the following manner shall be considered as not being in the contract:

"...by Owner"  
"...NIC (Not In Contract)"

D. If, after examination of Contract Drawings and Specifications, or after a visit to the premises, any discrepancies, omissions, ambiguities, or conflicts are found in the Contract Documents or there is doubt as to their meaning, the Architect is to be

notified immediately, in writing. Where information sought is not clearly indicated or specified, the Architect will issue addendum to the Contractor clarifying conditions and which addendum will become part of the Contract Documents. Neither the Owner nor the Architect will be responsible for any oral instructions.

- E. If there are two (2) ways and/or instruction in drawings and/or specifications, it shall be assumed that the Contractor has based its Base Bid price on the most expensive way.
- F. If duplication is shown on drawings and/or specifications of Work by more than one (1) trade, Owner shall determine which trade shall do Work and rebate shall be due from the other trades to Owner.
- G. Drawings DO NOT include any necessary components for construction safety.
- H. In all work shown on Drawings, figured dimensions are to be followed in all cases, though they may differ from scaled measurements. Before beginning the work, Contractor is to check through and verify all dimensions/elevations and call to the attention of the Architect any apparent or manifest discrepancy.
  - 1. Contractor shall verify all dimensions with existing and actual field conditions, prior to start of any work.
- I. All work and materials shown on drawings shall be interpreted by the Contractor as being new work and materials to be furnished and installed unless they are specifically indicated as being existing and to remain.

#### 16.6 Manufacturer's Directions

- A. Manufactured articles, materials and equipment must be applied, installed, connected, erected, used, cleaned, and / or conditioned in accordance with manufacturer's printed directions unless specified to the contrary.
- B. If there is a conflict between the Contract Documents and manufacturer's directions, the Contractor shall notify the Architect in writing. Contractor shall not proceed with Work until Architect has reviewed the conflicting data and provided the Contractor with a decision on which specification to follow.

#### 16.7 Dimensions

- A. In all Work shown on Drawings, figured dimensions are to be followed in all cases, though they may differ from scaled measurements before beginning the Work, Contractor is to check through all dimensions and call to the attention of the Owner for adjustment any apparent or manifest discrepancy. Contractor shall verify all dimensions with existing and actual field conditions prior to start of construction and assumes all responsibility regarding the same.

#### 16.8 Foreign Corporations

- A. The attention of the General Contractor is hereby directed to excerpts from Chapters 1 - 6 of Title 7 of the General Laws of Rhode Island, 1956, relative to the conditions precedent, etc. to carrying on business within the State for foreign corporations.
- B. The certificate and power of attorney mentioned in the General Corporations Law, properly filled out, subscribed and sworn to and accompanied by a certified copy of

the charter, articles of association, or other similar organization papers, together with all amendments, must be filed in the Office of the Secretary of State by all foreign corporations intending to carry on business within this State, or for a foreign corporation to enforce in the courts of this State any contract made within the State.

- C. Detailed information regarding Chapters 1 - 6 of Title 7 of the General Laws of Rhode Island, 1956, relative to the conditions precedent, etc., to carrying on business with this State for Foreign Corporations may be obtained from the Rhode Island Secretary of State, State House, Smith Street, Providence, Rhode Island or by going to [www.state.ri.us](http://www.state.ri.us).

#### 16.9 Contractor's Agreement

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

#### 16.10 General Specification Note

- A. The paragraph entitled "WORK INCLUDED" in each section of the technical specifications shall be considered general in nature and NOT all inclusive. The intent of the paragraph is to provide a general guide of what is included in the section.
- B. The paragraph entitled "RELATED WORK" in each section of the technical section shall be considered general in nature and NOT all inclusive. The intent of the paragraph is to provide a general guide of what Work is related to Work included in this section.

#### 16.11 Signs

- A. Contractors, subcontractors and sub-contractors are prohibited from displaying signs of any kind at the site, including advertisements, except as approved by the Owner or as required by authorities having jurisdiction.

#### 16.12 Drawings and Specifications

- A. Six (6) copies of Contract Drawings and Specifications and one (1) CD will be furnished to the Contractor without cost. Additional copies shall be the responsibility of the contractor.

#### 16.13 Work Not Specified

- A. Work shown on drawings concerning which there are no particular specification shall not relieve Contractor from furnishing and installing same. Contractors shall review plans carefully for miscellaneous Work not specified and shall perform such Work with materials and Workmanship of the highest quality.

---

**16.14 Meaning and Intent**

- A. The Contractor shall provide items such as attachments, hangers, bolts and screws, which are obviously needed to perform Work properly but are not specifically indicated on the drawings and specifications.
- B. **INTENT:** It is the intent of the plans and these specifications that all design, equipment, materials and Workmanship used on this Project be in complete conformance with all local, state and national codes, ordinances and standards. It is the Contractor's responsibility to submit only those items that meet these codes. Should an item be inadvertently specified by model number that is not in conformance with local and state codes, the Contractor shall notify the proper authorities prior to any submittals of the item. Regardless of any approval action given, it is the Contractor's responsibility to install only those items that are in conformance with applicable codes. Should any non- conforming code items be installed, they shall be replaced by the Contractor at no additional cost to the Owner.

**16.15 Use of the Premises**

- A. Since the premises are occupied, Work is to be done as expeditiously as possible and with as little inconvenience as possible and without danger to occupants. The Contractors, subs, etc. shall conduct Work in such manner as to allow continued operation with minimum of interference, use and function of the buildings and premises and schedule Work in consultation with Owner or his representative. The Contractor shall leave unobstructed ways along roadways and walks, except as approved by Owner in writing and restrict introduction of materials and access and egress of Workmen and vehicles to such places as approved by Owner. The Contractor shall notify the Owner no later than twenty four (24) hours prior to any interference, obstruction and restriction on the Owner's use of the premises and await Owner's written approval prior to such interference. All floors, wall surfaces and ceilings shall be protected during construction.

**16.16 Existing Utilities and Structures**

- A. All existing utilities are NOT indicated on the drawings. Contractors shall use caution during construction and assume all responsibility for damage to utilities except as otherwise expressly provided herein. The Owner will cooperate fully, at the Contractor's written request, in assisting the contractor in locating and identifying underground utilities.
- B. The Contractor shall take all precautions to prevent any damage to utilities and structures encountered during the Work and ensure that they remain in constant operation except as may be required to connect or disconnect from them and shall immediately repair any active existing utility lines (cables, conduits, ducts, and piping) damaged during the performance of the Work except where such lines are to be abandoned. The Contractor shall be responsible for any and all damages to utility piping, drains, sewers, electrical wiring and conduits, buildings and/or other structures that may be met within the performance of the Work including damages caused by Subcontractors, Sub-subcontractors and material manufacturers, their agents or employees. The Contractor shall protect and maintain such active existing utilities in use, until relocation of same has been complete or cut, or capped, or prepared for service connections, as applicable; and perform such repair and protection Work at no additional cost to the Owner. The Contractor shall put in place shores, slings and/or other devices necessary to prevent such damage.

- C. The Contractor shall notify the Owner in writing not less than three (3) days in advance of the proposed time for shutting down or interrupting any utilities, services or facilities which may affect the operation of other buildings, services or facilities of the Owner. Unless otherwise authorized by the Owner, the Contractor shall schedule and coordinate this Work such that interruption will occur on weekends, holidays or before or after normal Working hours of the Owner's facility. In no case shall any shutdown or interruption of any utilities, services or facilities be made without the prior written approval and the authorization of the Owner.

#### 16.17 Protection of Persons and Property

- A. The Contractor shall provide and maintain, for the duration of the Contract, proper protective measures as may be required to adequately protect the Owner's personnel and the public from hazards resulting from the Work performed hereunder.
- B. The Contractor shall take all proper precautions to protect the Owner's property from damages and replace, or put in good condition, any existing items which are damaged in carrying out the Work, unless designated to be permanently removed or demolished.
- C. When regulated by local building code or other Authority, such requirements for protection shall be considered as minimum requirements and the Contractor shall be responsible for the protection of such minimum requirements as may be required by public safety laws.
- D. The requirements of this paragraph shall be in addition to, not in lieu of, other protection requirements contained in the Contract Documents.

#### 16.18 Damage from the Elements

- A. The Contractor will be held responsible for all damage to new and existing construction and damage and/or loss to any and all materials and/or equipment located at the site from the elements until acceptance by the Owner.
- B. The intent of this paragraph is to protect the Owner against claims made for reimbursement in cases where materials are improperly stored, protected or erected in such a manner that rain, snow, sunlight or other normal damage to these materials from the elements would result. Unforeseen natural disasters, etc., are presumed to be covered by the usual forms of property damage insurance maintained by the Contractor.

#### 16.19 Safety and Health

- A. The Contractor shall provide protective devices required by authorities having jurisdiction. The contractor shall take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protection against occurrence of any accident, injury to any person or object during progress of Work. The contractor shall provide and erect temporary fences, guards, etc., required to protect Owner's employees, the public and/or Workmen, and remove same when the Work is completed. The contractor shall keep all passageways clear and safe, and comply with provisions of the following Federal Laws and regulations, as amended:
  - 1. Occupational Safety & Health Act of 1970, Public Law 91-596.

2. Part 1510-Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.
3. Chapter XIII of Title 29, Code of Federal Regulations, Part 1518-Safety and Health Regulations of Construction. (36 FR 75)
4. Any and all other applicable state or federal laws, codes, and/or regulations.

#### 16.20 Indemnification

- A. To the fullest extent permitted by law and notwithstanding any approvals or instructions which may be obtained from Owner in connection with use of premises, the Contractor agrees to indemnify and save the Owner and Architect harmless from and (1) against any and all claims, loss, liability, injury including death, damage or costs by any person, firm, corporation or other entity including without limitation those claiming by, through or under the Contractor, its officers, agents, servants, employees, parents, subsidiaries, partners, officers, directors, attorneys, insurers, and/or affiliates, in any capacity whatsoever, including all subrogation claims and/or all claims for reimbursement, including court costs and attorneys fees and/or any other costs of defending an action arising out of or resulting from the Work provided for or performed under the Contract Documents or from any act, omission, or negligence of the Contractor, Subcontractors and their agents, or employees; and (2) any and all legal actions including third-party actions, cross-actions, and/or claims for contribution and/or indemnity with respect to any claims by any other persons, entities, parties, which may arise out of or result from the Work provided for or performed under the Contract Documents. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.
- B. To the fullest extent permitted by law, the Contractor, subcontractors, sub-subcontractors, their officers, agents, servants, employees, parents, subsidiaries, partners, officers, directors, attorneys, insurers, and/or affiliates, release, waive, discharge and covenant not to sue the Owner, its officers, agents, servants and/or employees for any and all liability, claims, cross-claims, rights in law or in equity, agreements, demands, actions and any causes of actions whatsoever arising out of or related to any loss, damages, expenses (including without limitation any court costs and attorneys fees, interest and penalties) or injury of any type, kind or nature whatsoever (including death), whether based in contract, tort, warranty, or other legal, statutory, or equitable theory of recovery, which relates to or arises out of the Work provided for or performed under the Contract Documents.
- C. The Contractor shall reimburse the Owner for any and all damage to its real or personal property caused by the acts of the Contractor, Subcontractors, Sub-subcontractors, their agents or employees.
- D. The duties of Contractor, Subcontractors, etc. under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even when the Contractor is alleged or is found to merely have contributed in part to the acts giving rise to the claims and/or where the Owner is alleged or is found to have contributed to the acts giving rise to the claims.
- E. Asbestos Material Identification and Removal: During demolition operations, it shall be the responsibility of the Contractor to identify any asbestos materials that may be encountered. Should they be encountered, the Contractor shall immediately notify the Owner, stop Work in the area of concern, and not proceed with any work in that

area until further notice. It is understood and agreed that the handling or removal of asbestos or asbestos products involves certain health risks which require specific safety measures. The Architect and Owner shall not be responsible for safety and safety measures on the job, including measures for the protection of employees of Contractor, Subcontractors, Sub-subcontractors, their employees and agents, nor for the protection of the general public. Such responsibility for safety and safety measures is and shall remain that of the Contractor. The Contractor, Subcontractors, Sub-subcontractors, their employees and agents, shall hold harmless and indemnify the Architect and Owner from all claims, suits, expenses and/or damages arising from or alleged to arise from exposure to or inhalation of asbestos or asbestos fibers.

#### 16.21 Reports and Information

- A. Performance of the Work under this contract will be monitored. The Contractor, Subcontractors, Sub-subcontractors, their employees and agents shall provide information, as may be requested, in form as required by the Owner or Architect, pertaining to matters covered by this contract.

#### 16.22 Clean Air and Water

- A. The Contractor shall comply with requirements of Section 114 of the Clean Air Act, as amended, 42 USC § 1857 *et seq.* and Section 308 of Clean Water Act, as amended, 33 USC § 1318 and regulations and guidelines issued thereunder. The Contractor shall not use any facility listed on List of Violating Facilities issued by Environmental Protection Agency (EPA) pursuant to 40 CFR § 15.20.

#### 16.23 Records

- A. The Contractor shall maintain records with respect to matters covered by this Contract for a period of three (3) years after receipt of final payment including, but not limited to, costs, supported by checks, properly executed payrolls, time records, invoices, contracts, vouchers, accounting and other documents evidencing nature and propriety of charges or conditions of employment or purchasing, and shall maintain the records in a manner that they are readily accessible, clearly identified and available for audit by the Owner.

END OF SECTION 00750

## SECTION 00850 – SCHEDULE OF DRAWINGS

## GENERAL

The drawings for this project represent an integral part of the Contract Documents and they, along with the technical specifications, form a complete process of disseminating specific information required to perform the Work of this Project.

The following schedule indicates the Drawings of this Project, ordered for convenience only, and do not obligate the Contractor to perform the Work in any specific sequence, nor construed as specific Work for a specific trade, Subcontractor or supplier.

<u>DRAWING NUMBER</u>	<u>TITLE</u>
T1	Title Sheet
A1.0	Partial Fifth Floor Plan
A1.1	Partial Sixth Floor Plan
A1.2	Partial Fifth Floor Reflected Ceiling Plan
A2.0	Interior Elevations
A2.1	Interior Elevations and Schedules
A3.0	Photographic Survey
A3.1	Photographic Survey

END OF SECTION 00850

## SECTION 00950 – PREVAILING WAGE RATES

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

The Division of Purchases Web Site Address:

[www.purchasing.ri.gov](http://www.purchasing.ri.gov)

Click on “Vendor Information”; “General Information”; then click on “Prevailing Wage Tables”.

END OF SECTION 00950

---

**SECTION 01005 – ADMINISTRATIVE PROVISIONS****PART 1 - GENERAL****1.00 GENERAL REFERENCE**

- A. The General Conditions, Supplementary General Conditions and Division 1 of these specifications.

**1.01 REQUIREMENTS INCLUDED**

- A. Work.
- B. Contract Method.
- C. Applications for Payment.
- D. Contractor Use of Premises.
- E. Job Safety and Accident Prevention.
- F. Field Engineering.
- G. Reference Standards.
- H. Cutting and Patching.
  - 1. Requirements and limitations for cutting and patching of Work.
- I. Existing Utilities and Structures.
- J. Suspension from Structure.
- K. Supervision.
- L. Coordination.
- M. Miscellaneous Administrative Items.

**1.02 WORK COVERED BY CONTRACT DOCUMENTS**

- A. Work of this Contract comprises in general the interior preparation, painting, decorative painting, restoration and refinishing of the 5<sup>th</sup> floor Courtroom No. 12 and Judge's Chambers, and 6<sup>th</sup> floor Jury deliberation rooms, bathrooms, corridor and stair, including ceilings, walls, windows, jury box, judge's bench, chair rails, mechanical grilles and decorative plaster trim. All decorative trim shall be glazed painted and receive gold leaf tipping. All existing wood trim to be cleaned and refinished and some replacement of damaged wood. In addition the work includes the cleaning and polishing of the brass stair and courtroom handrails, balustrades, posts and support system. The work also includes the replacement of failed insulated glass, refinishing of existing window sash, jambs, casings and trim. The existing carpet shall be removed and new carpet installed. The existing electrical ceiling chandeliers and wall sconces shall be removed, re-wired cleaned, re-lamped and reinstalled at same location. The existing 6<sup>th</sup> floor bathrooms and corridor light fixtures to be replaced with new at same location.
- B. All work is being performed for the Rhode Island Administrative Office of State Courts, hereinafter called the Owner. See specification section 00310 Bid Form for extent of base bid work including allowances.
- C. The Contractor must provide all material, labor, tools, plant, supplies, equipment, staging, lifts, ladders, protection barriers, exhaust fans, transportation, superintendence, temporary construction of every nature and all other services and facilities necessary to complete the construction for the Owner, including all incidental work as required or described in the Contract Documents.

**1.03 CONTRACT METHOD**

- A. Single lump sum contract.

- B. Items noted "NIC" (Not in Contract) and other items as indicated will be furnished and installed by Owner.

#### 1.04 APPLICATIONS FOR PAYMENT

- A. Submit five (5) copies of each application under procedures of Section 01300 on AIA G702 - Application and Certificate for Payment.
- B. Content and Format: That specified for Schedule of Values in Section 01300.
- C. Contractor shall refer to Section 00700 - General Conditions, for additional requirements.

#### 1.05 CONTRACTOR USE OF PREMISES

- A. Contractor shall be limited to the use of that area of the premises needed to perform the Work and shall allow for work by other contractors, including subcontractors.
- B. Contractor shall limit access to the site and work areas as directed by the Owner.

#### 1.06 JOB SAFETY AND ACCIDENT PREVENTION

- A. All Work on this project must be performed in compliance with the Occupational Safety and Health Act of 1970 or with local and/or state occupational safety and health regulations enforced by an agency of the locality or state under a plan approved by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA)
  - 1. All Contractors, Subcontractors and Sub-subcontractors, their agents and employees performing work at the Site shall comply with requirements of the Occupational Safety and Health Act of 1970 or revisions thereto, which are applicable during the term of this contract and hold the Owner and Architect and/or their agents harmless from any claim or loss that may result from violations of or claims under the Act.
- B. See the General Conditions for further requirements.

#### 1.07 REFERENCE STANDARDS

- A. The Contractor shall comply with all association or trade standards except when more rigid requirements are specified or are required by applicable codes.
- B. The standards in effect as of date of Contract Documents apply except when a specific date is specified. If governing codes reference a standard date then code reference date shall be in effect.
- C. The Contractor shall obtain copies of standards when required by the Contract Documents and maintain copies at jobsite during progress of the specific Work at issue.

#### 1.08 CUTTING AND PATCHING

- A. The Contractor shall submit a written request in advance of cutting, patching or otherwise altering the premises which would affect:

1. The structural or security integrity of any element of Project;
2. The integrity of weather-exposed or moisture-resistant element;
3. The efficiency, maintenance, or safety of any operational element;
4. The visual qualities of sight exposed elements; and/or
5. The Work of the Owner or a separate contractor, including subcontractors.

#### 1.09 SUSPENSION FROM STRUCTURE

- A. Work materials and equipment shall be suspended from the structure only. Piping, ductwork, metal deck, etc. shall not be used as anchorages for hangers. All hangers are to be of the concentric type.

#### 1.10 SUPERINTENDENCE OF SUBCONTRACTORS

- A. The Contractor shall supervise subcontractors in accordance with the provisions of the Contract Documents. A Project superintendent shall be on site at all times when work is being performed.

#### 1.11 COORDINATION

- A. Prior to commencement of any subcontract work, a designated representative of each subcontractor shall meet with project superintendent, Owner and Architect at the site at a date and time set by the Owner to discuss requirements and scope of the Work.
- B. The Contractor and all subcontractors will be required to attend a preconstruction conference at a date and time set by the Owner.

### PART 2 PRODUCTS

#### 2.01 MATERIALS (CUTTING & PATCHING)

- A. Primary Products: Those required for original installation.
- B. Product Substitution: For any proposed change in materials, submit request for substitution in accordance with the provisions in Section 01600.

### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. The Contractor shall:
  1. Inspect existing conditions prior to commencing Work, including elements which may be subject to damage or movement during cutting and patching.
  2. Inspect any conditions which may affect performance of the Work.
- B. By beginning cutting and/or patching the Contractor indicates acceptance of any and all existing conditions at the Site.

#### 3.02 PREPARATION – The Contractor shall:

- A. Provide all required temporary supports to ensure structural integrity of the Work.
- B. Provide devices and methods to protect other portions of Project from damage.

- C. Provide protection from elements for all areas which may be exposed by uncovering work.
- D. Maintain excavations free of water and specifically provide all methods, equipment, labor and materials to properly dewater the excavations and ensure they remain water free at all times.

3.03 CUTTING AND PATCHING – The Contractor shall:

- A. Execute all cutting, fitting, and patching including excavation and fill necessary to complete work.
- B. Fit all products together to ensure its integration with other work.
- C. Remove and replace defective and/or non-conforming work.
- D. Provide openings in the Work for access to mechanical and electrical work.

3.04 PERFORMANCE – The Contractor shall:

- A. Execute work by methods that will avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.
- B. Employ an original installer to perform cutting and patching for weather exposed and moisture resistant elements and sight-exposed surfaces.
- C. Cut rigid materials using saws or core drills. Existing pavements, floors and walls scheduled to be removed shall be saw cut onsite where removed materials meet existing materials and are scheduled to remain. Pneumatic tools are not allowed without prior written approval of the Architect.
- D. Repair the Work with new Products in accordance with requirements of the Contract Documents.
- E. Fit Work tight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.
- F. At penetrations of fire rated walls, partitions, ceiling, and all floor construction, completely seal voids with fire rated materials to full thickness of the penetrated element.
- G. Refinish all surfaces to match existing adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

- H. Install and mount heights of equipment and devices in accordance with the Rhode Island State Building Code (Code). The Contractor shall verify heights indicated on drawing with Code prior to start of construction. Any costs associated with re-installing non-complying items shall be borne by the Contractor.

END OF SECTION 01005

---

**SECTION 01006 – CONSTRUCTION PHASING AND SCHEDULING****PART 1 - GENERAL****1.00 GENERAL REFERENCE**

- A. The General Conditions, Supplementary General Conditions and Division 1 of these specifications are hereby incorporated herein by reference.

**1.01 REQUIREMENTS INCLUDED**

- A. Coordination.
- B. Work Hours.
- C. Work Sequence and Scheduling.

**1.02 RELATED REQUIREMENTS**

- A. Section 01005 - Administrative Provisions
- B. Section 01300 - Submittals
- C. Section 01500 - Construction Facilities and Temporary Controls
- D. Section 02065 – Minor Demolition

**1.03 COORDINATION – The Contractor shall:**

- A. Coordinate the Work included in the various sections and the drawings to guarantee efficient and orderly sequence of installation of construction elements and with provisions for accommodating items to be installed later.
- B. Verify that characteristics of elements of interrelated operating equipment are compatible; coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on drawings; follow routing shown for pipes, ducts, and conduits, as closely as practicable; make runs parallel with lines of building; and utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas, conceal pipes, ducts, and wiring in the construction; coordinate locations of fixtures and outlets with finish elements.
- E. Execute cutting and patching to integrate elements of Work, uncover ill-timed, defective, and non-conforming work, provide openings for penetrations of existing surfaces, and provide samples for testing. Seal all penetrations through floors, walls, and ceilings.
- F. **COOPERATION**
  - 1. Construction operation of the various contracts and constructors shall proceed concurrently. Contractor and subcontractors shall make every effort

to cooperate with the other contractors on the site and in such a manner that will not delay or interfere with the work of other Contractors.

2. Contractor and subcontractors shall coordinate their work with adjacent work, and cooperate with other trades so as to facilitate general progress of the Work. Each trade shall afford other trades every reasonable opportunity for installation of their work and for storage of their materials. All material storage locations shall be approved in writing by the Architect.

#### 1.04 WORKING HOURS

- A. The building shall be fully occupied and in operation during normal business hours 8:00 AM to 4:30 PM, Monday through Friday.
  1. Normal working hours for the purpose of this construction project shall be to 7:30 AM to 4:30 PM, Monday through Friday. Work performed outside of these hours must be approved by the Owner and Architect in writing. No saw cutting, jack hammering or loud disturbance during the hours of 9:00 AM to 4:30 PM shall be allowed. The Owner's operations will take precedence over the Contractor's operations.
- B. If found necessary to reach a proper stopping place in any portion of the Work, or to complete the Work within the Contract time limit, the Contractor shall work its forces and forces of its Subcontractors overtime without addition to the Contract Price. The Contractor shall insure that installation of Work under any subcontract does not interfere with nor delay progress of the Work, nor with progress of any independent contracts running concurrently.

#### 1.05 GENERAL WORK SEQUENCE AND SCHEDULING REQUIREMENTS

The facility will be occupied during the construction process and, therefore, the construction schedule shall be developed with the understanding that the facility cannot be closed nor can the Owner's operations interrupted or stopped for any amount of time. Accordingly, the Contractor shall schedule and construct work in phases to accommodate Owner's continuous and uninterrupted use of the facility during the construction period and:

1. Individual phases of the Work shall be substantially complete before the next phase of work is started.
2. Construction scheduling, phasing and timing shall be developed around all safety and security policies and procedures in effect at the facility which shall have priority over construction activities.
3. NO EXITS SHALL BE CLOSED WITHOUT THE WRITTEN PERMISSION OF THE OWNER.
4. Construction schedule shall be approved by the Owner in writing.
5. Owner's use of the buildings and sites shall have priority in the scheduling of work.

END OF SECTION

---

**SECTION 01200 – PROJECT MEETINGS****PART 1 - GENERAL****1.00 GENERAL REFERENCE**

- A. The General Conditions, Supplementary General Conditions and Division 1 of these specifications.

**1.01 REQUIREMENTS INCLUDED**

- A. Contractor participation in preconstruction conferences and progress meetings.
- B. Contractor administration of pre-installation conferences.

**1.02 RELATED REQUIREMENTS**

- A. Section 01006 - Construction Phasing and Scheduling
- B. Section 01300 - Submittals
- C. Section 01400 - Quality Control
- D. Section 01700 – Project Close-Out

**1.03 PRECONSTRUCTION CONFERENCES.**

- A. The Owner shall schedule and administer a preconstruction conference for execution of its contract with the Contractor and for the exchange of preliminary submittals.
- B. Before the start of each phase, the Architect shall administer a site mobilization conference at the Project site for clarification of the respective responsibilities of the Owner, the Architect, and the Contractor in use of site and for review of the administrative procedures. A representative from each party shall be in attendance at all site mobilization conferences.

**1.04 PROGRESS MEETINGS**

- A. At weekly intervals throughout progress of the Work the Contractor shall schedule and administer project meetings.
- B. The Contractor shall make the arrangements for all progress meetings and notify all attendees in writing of the time, place and agenda. The Contractor shall be responsible for recording meeting minutes and for distribution of the minutes to all concerned parties. The minutes shall be typed and distributed within two (2) working days of each meeting.
- C. The following shall be in attendance at all progress meetings: the Contractor, job superintendent, major subcontractors and suppliers; the representatives of the Owner and the Architect and others whose attendance is appropriate in view of the agenda topics for each meeting.

## 1.05 PRE-INSTALLATION CONFERENCES

- A. Prior to commencing any work covered by a particular Section specification, and when required by that Section, the Contractor shall convene a pre-installation conference to review conditions of installation, preparation and installation procedures, and coordination with related work.
- B. All parties who are directly involved or affected by the Work of that Section shall be notified by the Contractor of the conference and shall be in attendance.

END OF SECTION 01200

---

**SECTION 01210 – ALLOWANCES****PART 1 - GENERAL****1.00 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections.

**1.01 SUMMARY**

- A. This Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer the selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Contingency allowances.
- C. Related Sections include the following:
  - 1. Division 1 Section "Administration" for procedures for submitting and handling Change Orders for allowances.
  - 2. Division 1 Section "Unit Prices" for procedures for using unit prices.
  - 3. Divisions 2 through 16 Sections for items of Work covered by allowances.

**1.02 SELECTION AND PURCHASE**

- A. At the earliest practical date after award of the Contract, the Contractor shall advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, the Contractor shall obtain proposals for each allowance for use in making final selections, and include recommendations that are relevant to performing the Work.
- C. The Contractor shall purchase products and systems selected by the Architect from the designated supplier.

**1.03 SUBMITTALS – The Contractor shall:**

- A. Submit proposals for the purchase of products or systems included in allowances in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the Site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

**1.04 REFERENCES – The Contractor shall:**

- A. Coordinate allowance items with other portions of the Work, and furnish templates as required to coordinate installation.

---

### 1.05 CONTINGENCY ALLOWANCES

- A. The Contractor shall use the contingency allowance only as directed by Architect for the Owner's purposes and only by Change Orders that indicate the amounts to be charged to the allowance.
- B. The Contractor's overhead, profit and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.
- D. At Project closeout, the Contractor shall credit unused amounts remaining in the contingency allowance to Owner by Change Order.
- E. The amount of the contingency allowance shall be as indicated on the Bid Form (Section 00310).

### PART 2 – PRODUCTS (Not used)

### PART 3 – EXECUTION

#### 3.0 EXAMINATION

- A. The Contractor shall examine products covered by an allowance promptly on delivery for damage or defects and return damaged or defective products to manufacturer for replacement.

#### 3.1 PREPARATION

- A. The Contractor shall coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related Work.

END OF SECTION 01210

---

**SECTION 01 23 00 – ALTERNATES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for alternates.

**1.3 DEFINITIONS**

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

- 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

**1.4 PROCEDURES**

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

**PART 2 - PRODUCTS (Not Used)****PART 3 - EXECUTION (Not Used)****PART 4 - SCHEDULE OF ALTERNATES**

- A. Add Alternate No. 1: All work associated with furnishing and installing new wood panel door No. 564A along with new hardware. Construct new gypsum board wall on metal studs full height to ceiling above. Install marble wainscot and base to match existing. New door and frame shall match adjacent courtroom door. Apply new wood trim each side and finish wall, trim, door to match adjacent door.

END OF SECTION 01230

---

**SECTION 01300 - SUBMITTALS****PART 1 - GENERAL****1.00 GENERAL REFERENCE**

- A. The General Conditions, Supplementary General Conditions and Division 1 of these specifications.

**1.01 SECTION INCLUDES**

- A. Submittal Procedures
- B. Construction Schedules
- C. Proposed Products List
- D. Shop Drawings
- E. Product Data
- F. Samples
- G. Manufacturers' Instructions
- H. Manufacturers' Certificates
- I. Schedule of Values
- J. Progress Reports
- K. Construction Cost Estimate

**1.02 RELATED SECTIONS**

- A. Section 01400 - Quality Control
- B. Section 01700 - Project Close-Out

**1.03 GENERAL SUBMITTAL PROCEDURES**

- A. Schedule of Submittals
  - 1. Within thirty (30) days after receiving a notice to proceed, the Contractor shall submit to the Architect, in duplicate, a schedule listing all items that must be furnished for review and approval by the Owner.
- B. The Contractor shall transmit each submittal with AIA Form G810 or an Architect accepted form.
- C. The Contractor shall sequentially number the transmittal forms. Resubmittals shall have the original number with an alphabetic suffix.
- D. Contractor Review: The Contractor shall:
  - 1. Review submittals prior to transmittal; determine and verify field measurements, field construction criteria, manufacturer's catalog numbers,

and conformance of each submittal with the requirements of the Contract Documents. CONTRACTOR'S FAILURE TO REVIEW AND APPROVE SUBMITTALS PRIOR TO SUBMISSION TO THE ARCHITECT WILL BE REASON FOR ARCHITECT'S REJECTION OF SUBMITTAL.

2. Coordinate submittals with requirements of the Work and of the Contract Documents.
  3. Apply Contractor's stamp, signature or initials certifying that review, verification of products, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and the Contract Documents.
- E. The Contractor shall schedule submittals to expedite the Project, and shall deliver the submittals to Architect at its business address.
1. The Contractor shall transmit submittals in accordance with approved Progress Schedule and in such sequence to avoid delay in the Work or the work of other contracts. Failure to do so will not justify an extension in contract time.
    - a. Submittals received by Architect after 1:00 P.M. will be dated as if received the next business day.
  2. The Contractor shall coordinate submittals into logical groupings to facilitate interrelation of the several items.
    - a. Finishes which involve Architect/Owner selection of colors and patterns shall not be selected by the Contractor separately. The Contractor shall not select colors until colors for ALL materials have been submitted and approved by the Architect in writing.
    - b. The Contractor shall group associated items which require correlation for efficient function or for installation in a submittal.
- F. The Contractor shall identify variations from Contract Documents and product or system limitations.
- G. In each Submittal the Contractor shall provide space for Contractor, Architect and Engineer review stamps.
- H. The Contractor shall revise and resubmit submittals as required and shall specifically identify any and all changes made. Failure to do so will be reason to reject the Contractor's submittal.
- I. The Contractor shall distribute copies of reviewed and approved submittals to all concerned parties.

#### 1.05 CONSTRUCTION SCHEDULES

- A. The Contractor is responsible for the scheduling of construction and must prepare a scheduling and charting system as described below. This schedule is to ensure adequate planning and execution of the Work by the Contractor and Subcontractors, etc., and assists the Owner and Architect in appraising the reasonableness of the schedule and in evaluating progress of the Work.

- B. General Requirements of Schedule – The Contractor shall:
1. Submit the initial schedule to the Architect for review in duplicate within ten (10) days after the date of Owner-Contractor Agreement.
  2. Revise, update and resubmit three (3) copies with each monthly requisition.
- C. Format-The Schedule must:
1. Include a horizontal bar chart with a separate line for each section of Work, identifying first work day of each week.
  2. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by the Owner and under Allowances.
  3. Provide a legend for all symbols and abbreviations used.
  4. Indicate major milestones, such as the Notice to Proceed date, fifty percent (50%) completion, substantial completion for liquidated damages purposes, and Project completion. In addition, the schedule must indicate when utility connections are to be made, permits are to be obtained, and all other internal or external activities that affect the Work flow (including all activities of the Owner that affect progress and contract-required dates to be completed).
- D. The Contractor shall coordinate the Schedule contents with the Schedule of Values.
- E. The Contractor shall participate in joint review and evaluation of the schedule with the Owner and Architect on a date convenient with each party.
- F. The Contractor shall revise the schedule as necessary to conform to the results of any review and evaluation and shall resubmit six (6) copies of the revised schedule within ten (10) days.
- G. See the General Conditions for additional requirements.

#### 1.06 PROPOSED PRODUCTS LIST

- A. Within ten (10) days after the date of the Owner-Contractor Agreement, the Contractor shall submit a complete list of major products proposed for use, with the name of the manufacturer, the trade name, and the model number for each product.
- B. The Architect shall reply, in writing, to the Contractor within fifteen (15) days stating whether there is an objection to any of the listed items. The failure of the Architect to object to a listed item shall not constitute a waiver of any requirements of the Contract Documents.

#### 1.07 SHOP DRAWINGS

- A. The submittal of shop drawings and related data must conform to the requirements of the Contract Documents and as otherwise specified in this section. The Contractor must make any corrections required by the Architect. If any correction indicated on the drawings is considered by the Contractor to constitute a change to the contract drawings or specifications, written notice of the same must be given to the Architect. The approval of the shop drawings by the Architect shall not be

construed as a complete check but indicates only that the general method of construction and detailing is satisfactory. Review of the shop drawings does not relieve the Contractor of its responsibility for any errors that may be contained therein; the Contractor remains ultimately responsible for the dimensions and design of adequate connections, details and the satisfactory construction of all Work.

1. The Contractor shall sign or initial each sheet of the shop drawings and product data, and each sample label to certify compliance with requirements of Contract Documents and shall notify the Architect, in writing, at time of submittal, of any deviations from requirements of Contract Documents. Failure to do so will be reason for rejection of submittal or work in place.
- B. The shop drawings shall be presented by the Contractor in a clear and thorough manner. Each drawing shall be titled with the Project name and number; shall identify each element of the drawings by reference to a sheet number and detail, schedule, or room number of Contract Documents.
- C. Shop drawings shall identify all field dimensions and shall show their relation to adjacent or critical features of the Work and/or products.
- D. Minimum Sheet Size: Multiples of 8 1/2 x 11 inches.
- E. After review, the Contractor shall reproduce and distribute copies of the shop drawings in accordance with the procedures outlined below and as required for Record Documents and described in Section 01700 - Project Close-Out. The number and type of copies of shop drawings to be submitted by the Contractor are as follows:
  1. Reproducible transparency.
  2. Submit the number of opaque reproductions which Contractor requires, plus three copies which will be retained by Architect.
  3. After review, reproduce and distribute in accordance with Article on Procedures above and for Record Documents described in Section 01700 - Contract Close-Out.

#### 1.08 PRODUCT DATA

- A. The Contractor shall submit the number of copies which the Contractor specifies plus three (3) additional copies to be retained by the Architect.
- B. The Contractor shall mark each copy of standard printed data identifying pertinent products, the appropriate specification Section and Article numbers, the appropriate reference standards, performance characteristics, capacities, wiring and piping diagrams and controls, component parts, finishes, dimensions, and required clearances.
- C. The Contractor shall modify the manufacturer's standard schematic drawings and diagrams to supplement the standard information and to provide the information that is specifically applicable to the Work. The Contractor shall delete information not applicable.
- D. The Contractor shall supplement the manufacturers' standard data to provide information unique to this Project.

- E. After review, the Contractor shall distribute in accordance with the Article on general submittal procedures above and provide copies as required for Record Documents and described in Section 01700 - Project Close Out.

#### 1.09 SAMPLES

- A. The Contractor shall submit samples to illustrate the functional and aesthetic characteristics of the product. The Contractor shall coordinate sample submittals for interfacing work.
- B. The Contractor shall submit for Architect's selection samples of finishes from the full range of manufacturer's standard colors and in any available custom colors, textures, and patterns.
- C. The Contractor shall identify each sample with its full product information.
- D. The Contractor shall submit a minimum of two (2) samples specified in each of the specification Sections; two (2) of which will be retained by the Architect.

#### 1.10 MANUFACTURER'S INSTRUCTIONS

- A. When specified in the specification Sections, the Contractor shall submit to the Architect for review all manufacturer's printed instructions, in quantities specified for Product Data, for delivery, storage, assembly, installation, start-up, adjusting, and finishing of the product.
- B. The Contractor shall identify conflicts between manufacturer's instructions and the Contract Documents and shall not perform Work until the conflict has been resolved to the satisfaction of the Architect.

#### 1.11 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, the Contractor shall submit to the Architect for review all manufacturer's certificates, in quantities specified for Product Data. The Contractor shall review all certificates before submission to the Architect to ensure compliance with the contract specification requirements and to ensure that the affidavit is properly executed prior to submission to the contracting officer. Certification does not relieve the Contractor from furnishing satisfactory material if, after tests are performed on the selected product samples, the material is found by the Architect not to meet the specific requirements.
- B. When submitting the certificates, the Contractor shall indicate in writing whether the materials or products conform to or exceed the specified requirements and submit appropriate supporting reference data, affidavits, and certifications.
- C. The certificates submitted by the Contractor may be from recent or previous test results on the materials or products but the submission of prior certificates must be acceptable to the Architect.

#### 1.12 SCHEDULE OF VALUES

- A. Requirements include:
  - 1. Within twenty (20) days after the contract award, the Contractor shall submit to the Architect a schedule of values allocated to the various portions of the Work.

2. Upon request of the Architect, the Contractor shall support the values with data which substantiates their accuracy.
3. Within two (2) weeks of the contract award, the Contractor shall submit a projected monthly cash flow schedule.

B. Form and Content of Schedule of Values

1. Per the General Conditions.
2. The schedule shall list the installed value of the component parts, by phase, of the work in sufficient detail to serve as a basis for computing values for progress payments during construction.
3. The Contractor shall follow the table of contents of this project manual as the format for listing component items and shall identify each line item with the number and title of the respective major section of the specifications.
4. For each major line item, the Contractor shall list sub-values of major products or operations under the item, and shall:
  - a. List all items that have a value of five thousand dollars (\$5,000) or more and break out the labor and material cost.
  - b. For stored materials on which progress payments will be requested, break down the value into:
    1. The cost of the materials delivered and unloaded.
    2. The total installed value.
5. The sum of all values listed in the schedule shall equal the total contract sum.

### 1.13 REPORTS

- A. Each week the Contractor shall furnish a statement in a form approved by the Architect, stating the conditions, general progress of the Work, the percentage of each kind of work that has been finished, the general progress of the Work that is being executed away from the site, and the approximate date when such work will be furnished and delivered.

### PART 2 PRODUCTS

////Not Used\\\\

### PART 3 EXECUTION

- A. The failure of the Contractor to follow the submittal requirements specified herein will serve as reason to reject the submittal, material, product or Work in place.
- B. Performing any Work and/or ordering or furnishing any materials or products prior to review and approval by the Architect will serve as justification to reject and will justify refuse to make payments for the same.

END OF SECTION 01300

---

**SECTION 01400 – QUALITY CONTROL****PART 1 - GENERAL****1.00 GENERAL REFERENCE**

- A. The General Conditions, Supplementary General Conditions and Division 1 of these specifications.
- B. The Contractor is responsible for the overall quality of its Work and the Work performed by any and all Subcontractors, etc. The quality of the Work shall not be less than that required by the Contract Documents. If the Architect or Owner determines that the quality of work does not conform to the Contract Documents, the Contractor will be advised in writing of the areas of nonconformance and, within seven (7) days of receiving said notification, shall correct the deficiencies and advise the Architect and Owner in writing of the corrective action taken.

**1.01 SECTION INCLUDES**

- A. Quality assurance and control of installation.
- B. References.
- C. Field samples.
- D. Inspection and testing laboratory services.
- E. Manufacturers' field services and reports.

**1.02 RELATED SECTIONS**

- A. Section 01300 – Submittals
- B. Section 01600 - Material and Equipment

**1.03 CONTRACTOR QUALITY ASSURANCE/CONTROL OF INSTALLATION-** The Contractor shall:

- A. Monitor for quality control all the products, services, site conditions, and workmanship of all suppliers and manufacturers and ensure that the Work is of the specified quality.
- B. Fully comply with all manufacturer's instructions, including each step in sequence.
- C. Should the manufacturer's instructions conflict with the Contract Documents, request written clarification from the Architect before proceeding.
- D. Comply with all specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. have the work performed by persons skilled and qualified to produce workmanship of the specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

---

#### 1.04 REFERENCES

- A. The Contractor shall conform to the reference standards by date of issue current on the date of the Contract Documents.
- B. Should specified reference standards conflict with Contract Documents, the Contractor shall request written clarification from Architect before proceeding.
- C. The contractual relationship of the parties shall not be altered from the Contract Documents by mention or inference in any reference document.

#### 1.05 FIELD SAMPLES

- A. The Contractor shall install at the site for review and approval by the Architect the field samples required by the various specifications Sections.
- B. All field samples shall represent the quality level required of the Work.

#### 1.06 INSPECTION AND TESTING LABORATORY SERVICES

- A. The Owner may appoint and employ the services of an independent testing firm to perform inspections and testing, however, their authority shall be limited as follows:
  - 1. The laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. The laboratory may not approve or accept any portion of the Work.
  - 3. The laboratory may not assume any duties of the Contractor.
  - 4. The laboratory has no authority to stop the Work.
- B. Contractor Responsibilities- If the Owner employs the services of an independent testing firm the Contractor shall:
  - 1. Deliver to the laboratory at the designated location adequate samples of the materials proposed which require testing, along with the proposed mix designs.
  - 2. Cooperate with laboratory personnel and provide access to the work area.
  - 3. Provide incidental labor and facilities which will provide the laboratory with access to the Work to be tested; obtain and handle samples as necessary for testing at the site or at the source of the products to be tested; do all that is necessary to facilitate the tests and inspections; and store and cure the test samples.
  - 4. Notify the Architect and the laboratory seventy two (72) hours prior to the expected time for operations requiring inspection and testing services.
    - a. When, after such notice is sent, the tests or inspections cannot be performed, the Contractor shall reimburse the Owner for all personnel and travel expenses incurred in connection with the planned inspection and/or testing services.
- C. Retesting required because of non-conformance to specified requirements shall be performed by the same independent testing firm on instructions by the Architect. Payment for retesting will be charged to the Contractor by deducting all inspection and/or testing charges from the Contract Sum/Price.
- D. Should it be considered necessary or advisable by the Owner or the Architect, at any time before acceptance of the entire work, to examine and/or test the work already

completed, by removing or tearing out the same, and/or performing special tests, the Contractor shall, on request, promptly furnish all necessary facilities, labor, and material required by the independent testing laboratory. If such work is found to be defective or non-conforming to the Contract Documents, or any applicable laws, ordinances, rules, regulations, etc., due to the fault of the Contractor or its subcontractors, the Contractor shall bear all costs of such examination, testing and/or the cost of satisfactorily reconstructing the work, including any related additional services of the Architect. If, however, such work is found to meet the requirements of the Contract Documents, an equitable adjustment shall be made in the contract price.

#### 1.07 MANUFACTURER'S FIELD SERVICES AND REPORTS

- A. When individual specification Sections require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Submit report in duplicate within fifteen (15) days of observation to Architect for review.

END OF SECTION 01400

---

**SECTION 01500 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS****PART 1 - GENERAL****1.00 GENERAL REFERENCE**

- A. The General Conditions, Supplementary General Conditions and Division 1.
- B. The Contractor shall provide all temporary facilities and services required to complete the Work and to comply with OSHA and other applicable regulations.

**1.01 SCOPE OF WORK THIS SECTION**

- A. Temporary Utilities: Electricity, lighting, heat, ventilation, telephone service, water, fire protection and sanitary facilities.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, water, snow and ice control, and dust and hazards control. Maintenance of required means of egress from existing structure.
- C. Construction Facilities: Parking, progress cleaning, project signage, temporary offices, and bulletin boards.

**1.02 RELATED SECTIONS**

- A. Section 01005 - Administrative Provisions
- B. Section 01006 - Construction Phasing and Scheduling
- C. Section 01700 - Project Close-Out

**1.03 TEMPORARY ELECTRICITY**

- A. The Contractor shall connect to existing power service. Power consumption shall not disrupt Owner's need for continuous service.
- B. The Contractor shall provide a temporary electric feeder from existing electrical service at location as directed by AOSC personnel.
- C. Owner shall pay the cost of energy used by the Contractor.
- D. The Contractor shall provide power outlets for construction operations, with branch wiring and distribution boxes located as required.
- E. The Contractor shall provide feeder switch at source distribution equipment.
- F. The Contractor may utilize permanent convenience receptacles during construction work.
- G. The Contractor shall:
  - 1. provide all labor, materials and equipment required for installation of temporary electric lighting and power;
  - 2. provide temporary feeders of sufficient size from the service location to supply temporary electric light and power requirements for the Work;
  - 3. provide power for motors to a maximum of 1/2 HP only and install sufficient wiring and outlets to insure proper lighting of all Work areas and

4. connect to all temporary heating equipment requiring electricity.

All temporary lighting shall be based on one (1) 200 watt lamp covering each 1,000 square feet of floor area; as a minimum each space/room shall have one (1) lamp.

- H. Temporary power for hoisting, welding or compressor equipment shall be provided and paid for by the Contractor.
- I. Each Subcontractor shall furnish all extension cords, sockets, lamps, motors, and accessories required for the execution of its Work.
- J. Lighting fixtures, lamps, feeders, and branch circuit wiring as indicated on the contract documents shall not be used for temporary lighting.
  1. Safety: The Contractor shall provide and maintain lights and signs to illuminate and provide notice of all hazardous areas. Safety lights must remain on continuously from dusk to dawn.
- K. During construction the Contractor shall maintain all existing electrical systems in operating condition and shall furnish and pay for all labor and materials required to maintain the systems in full operating condition.

#### 1.04 SANITARY FACILITIES

- A. Personnel working on this Project may use existing sanitary facilities at the Site as directed by the Owner.

#### 1.05 PROTECTION OF INSTALLED WORK- The Contractor shall:

- A. protect installed Work and provide special protection per the individual specification Sections;
- B. limit control activity in the immediate work area and provide temporary and removable protection for installed Products; and
- C. prohibit traffic in finished work areas.

#### 1.06 SECURITY- The Contractor shall:

- A. provide security and facilities to protect the Work from unauthorized entry, vandalism, and/or theft;
- B. keep all unauthorized visitors off the construction site by such legal means as it selects and are approved by the Owner;
- C. comply with all security policies and procedures of the Owner and inform all staff, including Subcontractors, of the same;
- D. upon award of the contract, forward to Mr. Steve Kerr the completed BCI authorization forms provided by the Owner for all staff working at the Site, including Subcontractors and their staff. No staff shall enter the Site until s/he is cleared by Judicial Security Personnel;

Deliveries to the Site can only be made between the hours of 10:00 AM and 2:00 PM, Monday through Friday. All packages must be screened by security personnel before delivery onto the Site.

---

**1.08 STORAGE AREAS**

All construction material storage, work areas, offices, shops, etc. shall be located in areas and operated in a manner approved by the Owner in writing.

**1.09 PARKING**

- A. On site parking for construction personnel may be made available by the Owner in areas designated by the Owner and provided all vehicles are removed during the hours of 7:30 AM to 4:30 PM. The Owner will not be responsible for any damage or loss to vehicles or their contents while are parked on the Site.
- B. The Contractor shall not allow vehicles to be parked in non-designated areas.

**1.10 PROGRESS CLEANING AND JANITORIAL SERVICES**

- A. The Contractor shall furnish daily janitorial services for the Site and shall perform all facilities and grounds maintenance as deemed necessary by the Owner's Representative during the entire term of the contract. Services must be performed at such a time and in such a manner as to least interfere with the Work and operations. Services must be performed to the satisfaction of the Owner's Representative. The Contractor shall provide daily trash collection and cleanup of all buildings and adjacent outside areas, and dispose of all discarded debris in a manner approved by the Owner's Representative. No separate payment will be made for these Contractor-furnished services; all costs associated with these services are considered incidental to the contract and included in the contract price.
- B. The Contractor shall maintain areas free of waste materials, debris, and rubbish, and shall maintain Site in a clean and orderly condition at all times.
- C. The Contractor shall at all times maintain the premises and properties free from accumulation of waste materials, debris, and rubbish caused by the operations.
- D. The Contractor shall collect and deposit all debris in the dumpsters it furnishes. The Owner will identify a dumpster location for the contractor.
- E. The Contractor shall remove all waste materials, debris, and rubbish from the Site on a regular basis and shall not allow waste materials, debris, and rubbish to accumulate or remain on the site for longer than four (4) days.

**1.11 TEMPORARY FIRE PROTECTION**

- A. The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services and shall comply with all recommendations regarding fire protection made by the Owner's Representatives or by the local fire chief or fire marshal.
- B. Permanent fire protection equipment used for fire protection during construction shall be the responsibility of the installing Contractor.
- C. As a minimum, temporary fire protection shall be IAW NFPA 241-1980, unless more stringent requirements are required by any of the proceeding paragraphs.

**1.12 HOISTING FACILITIES- The Contractor shall:**

- A. during the entire Project use only the one (1) elevator designated by the Owner; and

- B. comply with OSHA for all hoists, conveyers, and elevators and otherwise maintain the facilities in compliance with the law.

#### 1.13 TEMPORARY CONTROLS

##### A. Dust Control:

1. The Contractor shall keep all work areas, including furnishings, within or outside the Site free from the dust that would cause the standards of air pollution to be exceeded or that would otherwise cause a hazard or nuisance to others. Throughout the Project dust must be controlled by the Contractor to ensure that no dust nuisance or hazard occurs. No separate or direct payment will be made for dust control, the costs associated with dust control are considered incidental to contract and included in the contract price.

##### B. Hazards Control - The Contractor shall:

1. store volatile or noxious substances in covered metal containers and remove them from premises daily;
2. remove daily any waste which may create a hazardous condition; and
3. provide adequate ventilation during use of volatile or noxious substances.

##### C. Cleaning and Disposal - The Contractor shall:

1. conduct cleaning and disposal operations to comply with all local ordinances and anti-pollution laws;
2. not burn or bury rubbish and waste materials on the Site;
3. not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in any storm or sanitary drain; and
4. maintain its cleaning services and fulfill all cleaning obligations until the Project is complete.

#### 1.14 SPECIAL CONDITIONS

- A. The Contractor shall confer with all parties, prior to commencement of any work of this contract.
- B. The Contractor shall be responsible for protecting all existing carpets, flooring, flooring finishes, walls, etc from damage. Furnishings may be moved but must remain within their immediate area and must be immediately returned to their original locations. The Contractor shall protect all furnishings from the collection of dust and debris. The Contractor shall be responsible for any and all costs incurred for the protection of the Owners finishes and furnishings. Any damaged surfaces shall be repaired to the Owners satisfaction at the contractors cost. All costs associated with these special conditions are considered incidental to the contract and included in the contract price.

## PART 2 PRODUCTS

//////Not Used\\\\\\

## PART 3 EXECUTION

### 3.01 GENERAL – The Contractor shall:

- A. comply with all requirements specified in Division 15 (Mechanical) and in Division 16 (Electrical) relative to temporary utilities;
- B. maintain and operate temporary utility systems to assure continuous service;
- C. modify and extend temporary utility systems as Work progress may require.

### 3.02 REMOVAL OF CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

- A. The Contractor shall completely remove temporary materials and equipment when their use is not longer required.
- B. Upon completion of work of all trades and before final acceptance of the entire Project, each trade shall remove, at its own expense, all wiring, appurtenances and accessories used in performance of their respective work.
- C. Temporary utilities, barricades, signs and other appurtenances related to prosecution of the Work and not incorporated in the permanent construction shall be completely removed by the Contractor from the site prior to acceptance of the Work by the Owner.
- D. The Contractor shall clean and repair any and all damage caused by temporary installations or the use of any temporary facilities.
- E. The Contractor shall restore permanent facilities used for temporary services to their original condition.

END OF SECTION 01500

---

**SECTION 01600 – MATERIAL AND EQUIPMENT****PART 1 - GENERAL****1.00 GENERAL REFERENCE**

- A. The General Conditions, Supplementary General Conditions and Division 1.

**1.01 SECTION INCLUDES**

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions.
- F. Manufacturer's Instructions.

**1.02 RELATED SECTIONS**

- A. Section 01400 - Quality Control.

**1.03 PRODUCTS**

- A. Products mean new material, machinery, components, equipment, fixtures, and systems forming the Work and does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required and scheduled for re-use.
- B. The Contractor shall provide interchangeable components of the same manufacturer for similar components.

**1.04 TRANSPORTATION AND HANDLING- The Contractor shall:**

- A. transport and handle Products in accordance with manufacturer's instructions;
- B. promptly inspect shipments to ensure that the Products are undamaged, are as specified, and include the correct quantities; and
- C. provide equipment and personnel to handle and store Products in a manner which prevent soiling, disfigurement, or damage.

**1.05 STORAGE AND PROTECTION- The Contractor shall**

- A. store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible, and store sensitive Products in weather-tight, climate controlled enclosures;
- B. place on sloped supports, above ground, any fabricated Products to be stored outside;
- C. provide off-site storage and protection of Products when the Site does not permit on-site storage or protection;

- D. cover Products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation;
- E. store loose granular materials on solid flat surfaces in a well-drained area and protect such materials from mixing with foreign matter;
- F. provide equipment and personnel to store Products in a manner which prevents soiling, disfigurement, or damage; and
- G. arrange storage of Products to permit access for inspection and periodically inspect all Products to ensure they remain undamaged and are being maintained under specified conditions.

#### 1.06 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: The Contractor may use any Product which in the opinion of the Architect meets those standards or descriptions.
- B. Products Specified by Naming One or More Manufacturers: The Contractor may only use those Products of manufacturers named and meeting specifications; no options or substitutions are allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: The Contractor shall submit a request for substitution for any manufacturer not named.
- D. Products specified by naming only one manufacturer: The Contractor must use the exact Product specified; no options or substitutions are allowed.

#### 1.07 SUBSTITUTIONS

- A. Limitations on substitutions:
  - 1. During the bidding period, the Instructions to Bidders govern the time allowed for submitting requests for substitutions.
  - 2. Requests for substitutions of products will be considered only within fifteen (15) days after the date of the Owner-Contractor Agreement. Subsequent requests will be considered only in the case of documented Product unavailability or other conditions beyond the control of Contractor which in the opinion of the Architect make the Product unavailable.
  - 3. Substitutions will not be considered when indicated on shop drawings or product data submittals without a separate formal request, when requested directly by a subContractor or supplier, or when acceptance will require substantial revision of the Contract Documents.
  - 4. Substitute Products shall not be ordered or installed without written acceptance by the Owner or Architect.
  - 5. Only one (1) request for substitution for each product will be considered. When substitution is denied the specified Product must be provided.
  - 6. Including the cost of a substitute in a bid without prior review by the Architect, is done so at the Contractor's own risk. The Owner is in no way obligated to review nor approve a speculative Product substitution.

**B. REQUESTS FOR SUBSTITUTIONS – The Contractor shall:**

1. submit a separate request for each substitution and shall document each request with complete data substantiating compliance of the proposed substitution with the Contract Documents;
2. identify Products to be substituted by the applicable Specifications section and Article numbers; provide the name and address of the manufacturer of the proposed substitution; the trade name of the proposed substitution, and the model or catalog number of the proposed substitution; and a list of fabricators and suppliers of the proposed substitution as appropriate;
3. attach product data as specified in Section 01300 for the proposed substitution;
4. list similar projects using the proposed substitution including the dates of installation and the names and contact information for the Architect and Owner of that project;
5. give the Owner and Architect an itemized comparison of the proposed substitution with the specified product, listing variations, and referencing the appropriate Specifications section and Article numbers;
6. give quality and performance comparisons for the proposed substitution and the specified product;
7. give cost data comparing the proposed substitution with the specified product including the net change to Contract Sum;
8. list the availability of maintenance services and replacement materials for the proposed substitution; and
9. state what effect the proposed substitution would have on the construction schedule, and specify and changes that would be required in other Work or Products.

**C. CONTRACTOR REPRESENTATION**

1. Request for a substitution constitutes a representation that Contractor has investigated the proposed product and has determined that it is equal to or superior in all respects to the specified product or that the cost reduction offered is ample justification for accepting the offered substitution.
2. The Contractor will provide the same warranty for substitutions as required for specified products.
3. The Contractor shall coordinate installation of accepted substitutes, making such changes as may be required for the Work to be complete in all respects and in a timely manner.
4. The Contractor certifies that the cost data presented to the Owner and Architect is complete and includes all related costs under this Contract.
5. The Contractor waives any and all claims for additional costs related to substitutions which may later become apparent.

**D. SUBMITTAL PROCEDURES**

1. The Contractor shall submit three (3) copies of any requests for Product substitutions.
2. The Architect will review the Contractor's request with reasonable promptness.
3. During the bidding period, the Architect will record any acceptable substitutions in the Addenda.
4. After award of the Contract, Architect will notify the Contractor, in writing, of a decision to accept or reject a requested substitution within fifteen (15) days of the receipt of the requested substitution.

5. For accepted substitutions, the Contractor shall submit shop drawings, product data, and samples under provisions of Section 01300.
6. Any cost, loss, or damage associated with the substitution of any Products, including any costs associated with redesign of any components, originally specified shall be borne by the Contractor, notwithstanding review and acceptance of such substitution by the Owner or the Architect, unless the substitution was made at the written request of the Owner.

#### 1.08 MANUFACTURER'S INSTRUCTIONS

- A. When the Contract Documents require installation of the Work to comply with manufacturer's printed instructions, the Contractor shall obtain and distribute copies of such instructions to all parties involved in the installation, including two (2) copies to the Owner's Representative. At all times, the Contractor shall maintain at least one (1) copy of the instructions at the Site until project completion.
- B. Should project conditions, drawings or specification requirements conflict with manufacturer's instructions, the Contractor shall advise the Architect and await for further instructions prior to commencement of the Work.
- C. The Contractor shall perform all Work in accordance with manufacturer's instructions. The Contractor shall not omit any preparatory step or installation procedure. If there are any conflicts with the Contract Documents, the Contractor shall notify the Architect prior to proceeding with the Work.

END OF SECTION 01600

---

**SECTION 01700 – PROJECT CLOSE-OUT****PART 1 - GENERAL****1.00 GENERAL REFERENCE**

- A. The General Conditions, Supplementary General Conditions and Division 1.

**1.01 SECTION INCLUDES**

- A. Close-Out Procedures.
- B. Final Cleaning.
- C. Adjusting.
- D. Project Record Documents.
- E. Operation and Maintenance Data.
- F. Warranties.
- G. Spare Parts and Maintenance Materials.

**1.02 RELATED SECTIONS**

- A. Section 01500 - Construction Facilities and Temporary Controls.

**1.03 SUBSTANTIAL COMPLETION**

- A. When the Contractor considers the Work substantially complete, it shall submit to the Architect:
  - 1. a written notice that the Work, or designated portions thereof, is substantially complete; and
  - 2. a list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, the Architect shall make an inspection of the Work to determine the status of completion.
- C. Should the Architect determine that the Work is not substantially complete:
  - 1. the Architect will promptly notify the Contractor in writing giving the reasons therefore;
  - 2. the Contractor shall then remedy the deficiencies in the Work and send a second written notice of substantial completion to the Architect; and
  - 3. upon receipt of written notice from the Contractor that all deficiencies have been corrected the Architect shall re-inspect the Work.

This process shall continue until the Architect determines that the Contractor cannot substantially complete the Work to the Architect's satisfaction and in compliance with the Contract Documents.

- D. If the Architect concurs that the Work is substantially complete it shall:

1. prepare a certificate of substantial completion, accompanied by the Contractor's list of items to be completed or corrected, as certified by the Architect; and
2. submit the certificate to the Contractor for its written acceptance of the responsibilities assigned therein.

#### 1.04 FINAL INSPECTION

- A. When the Contractor considers the Work complete, it shall submit a written certification to the Architect that:
  1. the Contract Documents have been reviewed;
  2. the Work has been inspected for compliance with the Contract Documents;
  3. the Work has been completed in accordance with Contract Documents;
  4. the equipment and systems have been tested in the presence of the Owner's Representative and are fully operational; and
  5. the Work is complete and ready for final inspection by the Architect.
- B. With reasonable promptness after receipt of such certification, the Architect shall make an inspection to verify the Contractor's representation of the Work's completion.
- C. Should Architect consider the Work incomplete or defective:
  1. the Architect will promptly notify the Contractor in writing listing the incomplete or defective Work;
  2. the Contractor shall then take immediate steps to remedy the stated deficiencies and send a second written certificate to the Architect that the Work is complete;
  3. the Architect shall then re-inspect the work.

This process shall continue until the Architect determines that the Contractor cannot complete the Work to the Architect's satisfaction and in compliance with the Contract Documents.

#### 1.05 RE-INSPECTION FEES

- A. Should the Architect perform re-inspections due to failure of the Work to comply with the representations or status of completion made by the Contractor:
  1. the Owner shall compensate the Architect for such additional services; and
  2. the Owner will deduct the amount of such compensation from the final payment due the Contractor.

#### 1.06 CLOSE-OUT SUBMITTALS REQUIRED OF CONTRACTOR - All of the below submittals are required of the Contractor.

- A. The Contractor shall provide the Architect and the Owner with the following evidence of compliance with requirements of governing authorities:
  1. a certificate of occupancy; and
  2. certificates of inspection.
- B. Project record documents (See paragraph 1.11 this section).
- C. Operation and maintenance data - The Contractor shall:

1. provide in person instruction to the Owner's personnel with regard to all equipment, systems, operating devices and specialties so that they are fully trained on their use and operations;
  2. submit all brochures indicating operating instructions and maintenance schedule for all equipment, systems, operating devices and specialties; and
  3. submit detail maintenance methods and schedules for all materials and equipment provided in this Project.
- D. Warranties, Guarantees, and Bonds.
1. In addition to the warranty and guarantee requirements of the General Conditions, the Contractor shall provide all other guarantees, bonds, affidavits and certificates required throughout the Specifications.
- E. Spare parts and maintenance instructions for the Owner.
- F. Contractor's affidavit of payment of debts and claims.
- G. Contractor's affidavit of release of liens.
- H. Consent of surety to final payment.
- I. Certificate of insurance for products and completed operations.
- 1.07 FINAL ADJUSTMENT OF ACCOUNTS – The Contractor shall:
- A. submit a final statement of accounting to Architect;
  - B. submit a statement reflecting all adjustments to the contract sum.
  - C. The Architect shall then prepare a final Change Order reflecting any approved adjustments to the contract sum which were not previously made by Change Orders.
- 1.08 FINAL APPLICATION FOR PAYMENT
- A. The Contractor shall submit the final application for payment in accordance with procedures and requirements stated in the Contract Documents.
- 1.09 FINAL CLEANING – Prior to the final inspection by the Architect, the Contractor shall:
- A. complete a final cleaning;
  - B. clean all equipment, furnishings, fixtures and Work areas to a sanitary condition;
  - C. clean the site including sweeping paved areas, raking clean landscaped surfaces, and adding loam and sod to all grassed areas damaged during construction; and
  - D. remove all waste and surplus materials, rubbish, and construction facilities from the Site.
- 1.10 ADJUSTING
- A. The Contractor shall adjust all operating Products and equipment to ensure smooth and unhindered operation.
- 1.11 PROJECT RECORD DOCUMENTS – The Contractor shall:

- A. Maintain on site one (1) set of the following Record Documents recording actual revisions (as-built) to the Work:
  - 1. Contract Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other Modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
- B. Store Record Documents separate from the documents used for construction.
- C. Record all information concurrent with construction progress.
- D. Specifications: Legibly mark and record a description of actual Products installed, including the following:
  - 1. Manufacturer's name and contact information, the Product model and number;
  - 2. any Product substitutions or alternates utilized; and
  - 3. any changes made by Addenda and/or Modifications.
- E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements;
  - 2. measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work;
  - 3. field changes of dimension and detail; and
  - 4. details not otherwise included on the original Contract Drawings.
- F. Submit documents to the Architect with a final claim for Application for Payment.

#### 1.12 MANUALS

- A. Purpose: Operation and Maintenance (O & M) manuals are for the training of, and use by, the Owner's employees in the operation and maintenance of the systems and related equipment.
- B. Contents: Each section must describe the procedures necessary for the Owner's personnel to perform maintenance on the systems and equipment covered in that chapter. Instructions for safety precautions must be included that are to be followed before, during and after making repairs, adjustments or routine maintenance.
- C. Maintenance Procedures: The maintenance procedures must be divided into the following two (2) categories: Preventive Maintenance and Corrective Maintenance.
- D. Submittals
  - 1. Three (3) complete sets of manuals shall be furnished by the Contractor to the Architect prior to final payment.

## 1.13 POSTED OPERATING INSTRUCTIONS

- A. General: Operating instructions and diagrams must be prepared for posting near the equipment by the Contractor. Posted operating instructions must be photographic or equal nonfading reproductions framed under glass or encased in nondiscoloring plastic and must be mounted in locations directed by the Architect and/or Owner.

## 1.14 WARRANTIES – The Contractor shall:

- A. provide notarized copies of all warranties;
- B. execute and assemble warranty documents from Subcontractors, suppliers, and manufacturers;
- C. submit all warranties required hereunder prior to filing a final Application for Payment; and
- D. for items of Work delayed beyond the date of Substantial Completion, provide updated submittals within ten (10) days after acceptance, listing date of acceptance as the start of the warranty period.

END OF SECTION 01700

---

**SECTION 02065 – MINOR DEMOLITION****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following:
1. Demolition and removal of existing carpet .
  2. Saw cutting, removal of existing wood flooring for new electrical conduit installation and patching wood floors as required.
  3. Cutting existing damaged plaster ceiling in isolated areas.
  4. Removal of existing seating, proper storage of materials to be removed and reinstalled in work or salvaged for Owner.
  5. Removal of existing window treatments.
- B. Examine all of the Contract Documents for requirements affecting work of this section. In particular, review requirements for systems to be partially removed under this section which must remain in service during the time of this work including all electrical and fire alarm devices. Examine informational documents provided by Owner and the existing structure and site features to determine conditions of the existing construction to be removed, particularly where adjacent portions are to remain, to determine the proper means of removal, with due regard for safety and protection of persons and property.
- C. The Contractor shall demolish, remove from the site, and legally dispose of all existing improvements and construction so indicated on the drawings, as required to properly install new work and/or as specified herein. Upon completion of the work of this section in any area, leave all surfaces free of debris and broom clean, ready for succeeding work. The removal work specifically includes cutting off all protruding fasteners and other existing elements which would appear in the finished work of the project or interfere with following work.

**1.3 DEFINITIONS**

- A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain Owner's property.
- B. Remove and Salvage: Items indicated to be removed and salvaged remain Owner's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to Owner's designated storage area.
- C. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in locations indicated.
- D. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Architect, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

**1.4 MATERIALS OWNERSHIP**

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

---

## 1.5 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections, for information only, unless otherwise indicated.
- B. Proposed dust-control measures.
- C. Inventory of items to be removed and salvaged.
- D. Inventory of items to be removed by Owner.
- E. Photograph or videotape, sufficiently detailed, of existing conditions of adjoining construction and that might be misconstrued as damage caused by selective demolition operations.
- F. Record drawings at Project closeout according to Division 1 Section "Contract Closeout."

## 1.6 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Engage an experienced individual that has successfully completed selective demolition Work similar to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

## 1.7 PROJECT CONDITIONS

- A. Owner assumes no responsibility for actual condition of buildings to be selectively demolished.
  - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- B. Storage or sale of removed items or materials on-site will not be permitted.

## 1.8 SCHEDULING

- A. Arrange selective demolition schedule so as not to interfere with Owner's on-site operations.

## 1.9 TEMPORARY SHORING AND BRACING

- A. Not used.

## 1.10 PROTECTION

- A. Protect work areas and adjacent areas from all damage due to operations under this section. Protect all persons, including those outside the limits of work, from all injury arising from this work.

## 1.11 WARRANTY

- A. Existing condition special warranty: Contractor shall remove, replace, patch and repair materials and surfaces cut or damaged during demolition, by methods and with materials so as not to void any existing warranties.

## 1.12 ASBESTOS MATERIAL IDENTIFICATION AND REMOVAL

- A. It is understood and agreed that the handling or removal of asbestos or asbestos products involves certain health risks which require specific safety measures. The Architect and Owner shall not be responsible for safety and safety measures on the job, including measures for the protection of employees of the Contractor, nor for the protection of the general public. Such responsibility for safety and safety measures is, and shall remain that of the Contractor. Therefore, except for claims

and damages arising from negligent acts, errors or omissions of the Architect or Owner, the Contractor shall hold harmless and indemnify the Architect or Owner from all claims, suits, expenses or damages arising from or alleged to arise from exposure to or inhalation of asbestos or asbestos fibers.

- B. During demolition operations it shall be the responsibility of the Contractor to identify any additional asbestos materials that may be encountered. When encountered, the Contractor shall notify the Architect and Owner at once, stop work in the area of concern and not proceed in that area until further notice. When directed by the Owner the Contractor shall continue the demolition operations. Owner shall retain a certified hazardous waste removal firm for materials not identified herein.
- C. Prior to proceeding with removal and disposition of asbestos materials, the owner's Contractor shall comply with Title 23, Chapter 24.5 of the General Laws of Rhode Island, effective July 1, 1985, and as amended.

## PART 2 - PRODUCTS

### 2.12 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
  - 1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - 2. Use materials whose installed performance equals or surpasses that of existing materials.
  - 3. Use materials conforming to the relevant sections of the specifications, where applicable.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with the intended function or design are encountered, investigate and measure the nature and extent of the conflict. Promptly submit a written report to the Architect.
- E. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

### 3.2 UTILITY SERVICES

Not used

### 3.3 PREPARATION

- A. Conduct demolition operations and remove debris to ensure minimum interference with tenants and other adjacent occupied and used facilities.
  - 1. Protect walls, ceilings, floors, and other existing finish work that are to remain and are exposed during selective demolition operations.
  - 2. Cover and protect furniture, furnishings, and equipment that have not been removed.

### 3.4 POLLUTION CONTROLS

- A. Use temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
  - 1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before start of selective demolition.

### 3.5 SELECTIVE DEMOLITION

- A. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete Work within limitations of governing regulations and as follows:
  - 1. Proceed with selective demolition systematically, from higher to lower level.
  - 2. Maintain adequate ventilation.
  - 3. Locate selective demolition equipment throughout the structure and remove debris and materials.
  - 4. Dispose of demolished items and materials promptly. On-site storage is prohibited.
  - 5. Return elements of construction and surfaces to remain to condition existing before start of selective demolition operations.

### 3.6 PATCHING AND REPAIRS

- A. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.
- B. Patching is specified in Division 1 Section "Cutting and Patching".
- C. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
  - 1. Completely fill holes and depressions in existing walls and ceilings to remain with an approved patching material, applied according to manufacturer's printed recommendations.
  - 2. Patching and repair of surfaces that will be exposed in the finished work shall be as specified wood restoration and cleaning, and interior plaster restoration specification sections.
- D. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.
- E. Patch and repair floor, wall and ceiling surfaces in spaces where demolished walls or partitions extend one finished area into another. Provide a flush and even surface of uniform color and appearance.
  - 1. Closely match texture and finish of existing adjacent surface.
  - 2. Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
  - 3. Where patching smooth painted surfaces, extend final paint coat over entire unbroken surface containing the patch after the surface has received primer and second coat.
  - 4. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
  - 5. Inspect and test patched areas to demonstrate integrity of the installation, where feasible.

### 3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### 3.8 CLEANING

- A. Sweep and vaccum the building clean on completion of selective demolition operation.
- B. Change filters on air-handling equipment on completion of selective demolition operations.

END OF SECTION

---

**SECTION 05900 - ORNAMENTAL METALWORK AND RESTORATION****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Stair railings, door hardware and courtroom railings.
  - 2. Refinishing existing ornamental metal railings, posts, and balustrades at stairs.
  - 3. Removing paint, repairing, cleaning and refinishing ornamental metal grilles, registers, grates, exit signs, clocks, and surface attached fixtures.
- B. Related Sections: The following Sections contain requirements that relate to this Section.
  - 1. Division 9 Section "Historic Painting".

**1.3 QUALITY ASSURANCE**

- A. Metal Restoration Specialist: The Work of this Section shall be completed by a firm of established reputation who has demonstrated previous experience in the restoration, repair and finishing of ornamental metals. The intent of the work of this section is to refinish historic ornamental metals to original condition to the greatest extent feasible.
- B. Mock-ups, sample installations: Obtain Architects approval before proceeding with the work. Approved mock-ups and samples may be incorporated into the work. Demonstrate, in the presence of the Architect proposed field method of touching up scratches or abrasions that may occur prior to final acceptance of the work.
  - 1. Cast and wrought iron restoration: Prepare mock-ups demonstrating restoration of each type of grill, railing, etc. required as part of the work. Mock-up shall include one full unit of each type for review by the Architect for approval of materials, workmanship, finish, installation and procedures. Mock-up shall be prepared in stages demonstrating progressive stages of the work. Stages shall include, at a minimum: 1) paint removal, and 2) refinishing.
  - 2. Bronze, brass: Prepare mock-ups demonstrating the full range of restoration required including: refinishing, including paint removal, surface preparation and patina colors.

**1.4 SUBMITTALS**

- A. General: Submit the following according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product data: Submit manufacturer's technical data for each product indicated including recommendations for their application and use.
  - 1. If alternative methods and materials to those indicated are proposed for any phase of the work, provide written description, including evidence of successful use on other

comparable projects and program of testing to demonstrate effectiveness for use on this project. Alternate methods or materials can only be used with written authorization of the Contracting officer.

- C. Samples of materials:
  - 1. Cleaning and refinishing: Submit, for verification purposes, prior to work samples of the following: Each type of solvent, cleaner, coloring agent and lacquer. Provide closed labeled, unopened container for inspection by the Architect at the site.
  - 2. Wrought iron restoration
    - a. Full size sample of each part required to complete the restoration, mild steel.
- D. Submit MSDS sheet for each manufactured product.

#### 1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to site in manufacture's original and unopened containers and packaging, bearing labels as to type and names of products and manufacturers.
- B. Protect materials during storage and construction. Keep containers tightly closed and away from open flames. Protect liquid components from freezing. Comply with manufacturer's temperature requirements for storage and use.

#### 1.6 PROJECT CONDITIONS

- A. Protect surrounding non-metallic surfaces from contact with cleaners, solvents, coatings, dust or other debris from cleaning, etc., and from mechanical damage during the metal cleaning or metals installation.

### PART 2 - PRODUCTS

#### 2.1 COPPER AND BRONZE

- A. General: Provide materials selected for their surface flatness, smoothness, and freedom from surface blemishes on exposed surfaces.
- B. All interior bronze railing systems including handrail shall be statuary bronze finish unless otherwise noted on the drawings.

#### 2.2 COPPER AND BRONZE CLEANING

- A. Water for cleaning: Clean, potable, free from oils, acids, alkalis, salts and organic matter.
- B. Brushes: Stiff short haired bristle brushes.
- C. For removal of paint: Organic paint removers. Alkaline (lye) paint removers will not be permitted.
- D. For removal of old protective finishes and dirt: TSP, soap, plastic-type scouring pads, bronze wool, acetone, toluol, organic paint strippers, and required based on existing soil and finish.

- E. For removing patina and cleaning metal surfaces to bright satin finish: Solution of Oxalic Acid in water not to exceed 10% mixed with finely ground India pumice (0/1/2) to form slurry, applied with plastic-type scouring pads or bronze wool.
- F. Cloths for cleaning shall be soft white cotton.
- G. For repatination: Chemical patination employing aqueous ammonium sulfide, potassium sulfide and/or sodium sulfide; of JAX *Brown-Black* Brass, Bronze and Copper Darkener, JAX *Brown* Brass, Bronze and Copper Darkener, JAX Chemical Co., 78-11 267 Street, Floral Park, New York, 11004.
- H. Clear organic coating: Incralac in air-drying form, 30% in Toluene, Stam-Chem, Inc., East Berline, CT, (203) 828-0571.
- I. Protective coating: Butcher's Bowling Alley Wax.
- J. Abrasive pads: Plastic-type pads in fine and medium gradations, equal to 3M Scotch-Brite.
- K. Neutral detergents, non-ionic detergents.

### PART 3 - EXECUTION

#### 3.1 GENERAL

- A. Finishes, General: Comply with NAAMM "Metal Finishes Manual" for recommendations relative to applying and designating finishes. Protect finishes from damage by applying a strippable temporary protective covering.

#### 3.2 COPPER AND BRONZE

- A. Repair and Restoration: The intent of this work is to restore historic work, to the greatest extent feasible, to original condition. All repair and restoration shall match undamaged areas of the original and be executed to the highest order of craft.
- B. Refinishing: Required finishes: 1) Oxidized statuary finish bronze with clear lacquer coating for all doors, rails, plaques.
  - 1. Remove surface dirt, oils, enamels and existing lacquer using soap, TSP, acetone, toluol or methylene chloride based paint removers as required.
  - 2. Clean to remove all existing patina and light corrosion with a mixture of oxalic acid and pumice applied with plastic-type scrub pad. Only use pads that do not scratch the bronze surface. Repeat using the same mixture on a clean rag. When natural satin finish is achieved, rinse with clear water on a clean rag and allow to dry.
  - 3. Review with Architect any areas where existing cleaned surface has heavy corrosion or other conditions that should be corrected before applying new patina.

Where necessary, rework surface finish and texture by use of abrasive pads, bonze wool, and/or sand paper of appropriate grit to produce desired satin surface. Always work abrasive materials only in direction of existing surface texture. Obtain review and acceptance by the Architect of the surface finish, texture, and color for conformance with previously approved samples.

4. Patinate to color approved by the Architect using indicated products according to manufacturer's directions.
5. After patina color is fully complete, obtain review and acceptance by the Architect for conformance with previously approved samples.
6. Degrease surface with acetone applied with a clean rag to insure proper surface for application of Inctalac lacquer finish.
7. Apply Inctalac finish over existing patina immediately after completion of degreasing following procedures approved by the International Copper Research Association. Apply four coats; allow minimum one hour drying time, longer at high humidity of cool temperatures.
8. When coating is completely cured apply wax following manufacturer's directions.

### 3.3 CAST IRON/WROUGHT IRON REPAIR AND REFINISHING

#### A. Preparation

1. Remove paint using method described above for copper and brass or provide clean blast surface conforming to SSPC-SP-6, except limit grit to aluminum oxide or glass slag and limit pressures to not more than 100 psi.

#### B. Restoration and Repair

1. Fill small holes and rusted through sections less than 40 mm square with epoxy metal filler to conform to surrounding contours. Conform to manufacturer's recommendations for surface preparation, environmental conditions, curing and finishing. After filler has set, sand surface of filler using 220 grit paper.
2. Reassemble and replace all fasteners. Carefully loosen and remove all screws, bolts, nuts, and washers, and install new fasteners on a one for one basis into existing drilled holes. Where tapped holes are damaged, or screw has broken off, retap hole and install larger than original screw.

#### C. Refinishing

1. Inspect and reclean surfaces as required prior to repainting. Immediately after cleaning provide prime and finish coats as specified for ferrous metal under Section 09900 - Painting. All painting is to be completed in Specialty Contractor's off-site factory/workshop.
2. Touch-up of abrasions, scratches, anchorage devices and the like shall be performed by the Specialty Contractor at the site after installation is complete.

END OF SECTION 05900

---

**SECTION 09680 - CARPET****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section includes:

- 1. Broadloom carpet.

**1.3 ACTION SUBMITTALS**

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

- 1. Include manufacturer's written data on physical characteristics, durability, and fade resistance.
- 2. Include installation recommendations for each type of substrate.

- B. Samples: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.

- 1. Carpet (CP1 – CP3): Full-size Sample.

- C. Section 01 33 29 – SUSTAINABLE DESIGN REPORTING

**1.4 INFORMATIONAL SUBMITTALS**

- A. Product Test Reports: For carpet, for tests performed by a qualified testing agency.

- B. Sample Warranty: For special warranty.

**1.5 CLOSEOUT SUBMITTALS**

- A. Maintenance Data: For carpet s to include in maintenance manuals. Include the following:

- 1. Methods for maintaining carpet, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
- 2. Precautions for cleaning materials and methods that could be detrimental to carpet.

**1.6 MAINTENANCE MATERIAL SUBMITTALS**

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Carpet (CP1 – CP3): Full-size units equal to 5 percent of amount installed for each type indicated, but not less than 5 sq. yd.

#### 1.7 QUALITY ASSURANCE

- A. Fire-Test-Response Ratings: Where indicated, provide carpet identical to those of assemblies tested for fire response according to NFPA 253 by a qualified testing agency.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Comply with CRI 104.

#### 1.9 FIELD CONDITIONS

- A. Comply with CRI 104 for temperature, humidity, and ventilation limitations.
- B. Environmental Limitations: Do not deliver or install carpet until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at occupancy levels during the remainder of the construction period.
- C. Do not install carpet over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended by carpet manufacturer.

#### 1.10 WARRANTY

- A. Special Warranty for Carpet: Manufacturer agrees to repair or replace components of carpet installation that fail in materials or workmanship within specified warranty period.
  1. Warranty does not include deterioration or failure of carpet due to unusual traffic, failure of substrate, vandalism, or abuse.
  2. Failures include, but are not limited to, more than 10 percent edge raveling, snags, runs, dimensional stability, excess static discharge, loss of tuft bind strength, loss of face fiber and delamination.
  3. Warranty Period (CP1 – CP3): 20 year.

### PART 2 - PRODUCTS

#### 2.1 CARPET

- A. Basis-of-Design Product: Carpet materials indicated below shall be as manufactured by Shaw Contract Group. Comparable products by alternate manufacturers are acceptable subject to compliance with the quality and performance requirements established by the specified products.
- B. Carpet Type 1 – CP1: (Main Field)
  1. Style Name / Number: Moritz, / 5B091.
  2. Color name / Number : SO Glam / 91725.
  3. Construction: Cut pile.
  4. Fiber Product: 100% eco\*solution q premium branded nylon
  5. Protective Treatments: Stain and bleach resistant.
  6. Secondary Backing: classicbac

7. Gauge: 1/10
8. Tufted Weight: 36 oz.
9. Stitches per Inch: 12.0
10. Finished Pile Thickness: 0.257
11. Average Density: 5,043 ozs./cu. yd.

C. Carpet Type 2 – CP2: (Boarders)

1. Style Name / Number: Scepter II / 50521.
2. Color name / Number : Antique Bronze / 43707.
3. Construction: Broadloom soild cut.
4. Fiber Product: Nylon
5. Protective Treatments: SSP, Shaw Soil Protection.
6. Secondary Backing: classicbac
7. Gauge: 1/10
8. Tufted Weight: 42 oz.
9. Stitches per Inch: 12.0
10. Finished Pile Thickness: 0.243 inch
11. Average Density: 6,222 ozs./cu. yd.
12. Dye method: 100% piece dyed
13. Warranty: 10 years commercial limited

D. Carpet Type 3 – CP3: (Raised Areas)

1. Style Name / Number: Scepter II / 50521.
2. Color name / Number : Cattail / 43713.
3. Construction: Broadloom soild cut.
4. Fiber Product: Nylon
5. Protective Treatments: SSP, Shaw Soil Protection.
6. Secondary Backing: classicbac
7. Gauge: 1/10
8. Tufted Weight: 42 oz.
9. Stitches per Inch: 12.0
10. Finished Pile Thickness: 0.243 inch
11. Average Density: 6,222 ozs./cu. yd.
12. Dye method: 100% piece dyed
13. Warranty: 10 years commercial limited

## 2.2 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet manufacturer.
1. Adhesives (CP1 – CP3): Water-resistant, mildew-resistant, nonstaining, pressure-sensitive type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet and is recommended by carpet manufacturer for installation.
  2. Seam Adhesive: Hot-melt adhesive tape or similar product recommended by carpet manufacturer for sealing and taping seams and butting cut edges at backing to form secure seams and to prevent pile loss at seams.

---

**PART 3 - EXECUTION****3.01 EXAMINATION**

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet performance. Examine carpet for type, color, pattern, and potential defects.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the following:
  - 1. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond.
  - 2. Moisture Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
    - a. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate that is less than the maximum allowed by the carpet manufacturer.
    - b. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum relative humidity level measurement that is less than the maximum allowed by the carpet manufacturer.
    - c. Contractor shall provide copies of drawing(s) indicating test locations and copies of test results.
  - 3. Subfloors are free of cracks, ridges, depressions, scale, and foreign deposits.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

**3.02 PREPARATION**

- A. General: Comply with CRI 104, "Site Conditions; Floor Preparation," and with carpet manufacturer's written installation instructions for preparing substrates indicated to receive carpet installation.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch (3 mm) wide or wider and protrusions more than 1/32 inch (0.8 mm) unless more stringent requirements are required by manufacturer's written instructions.
- C. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet manufacturer.
- D. Broom and vacuum clean substrates to be covered immediately before installing carpet .

**3.03 INSTALLATION**

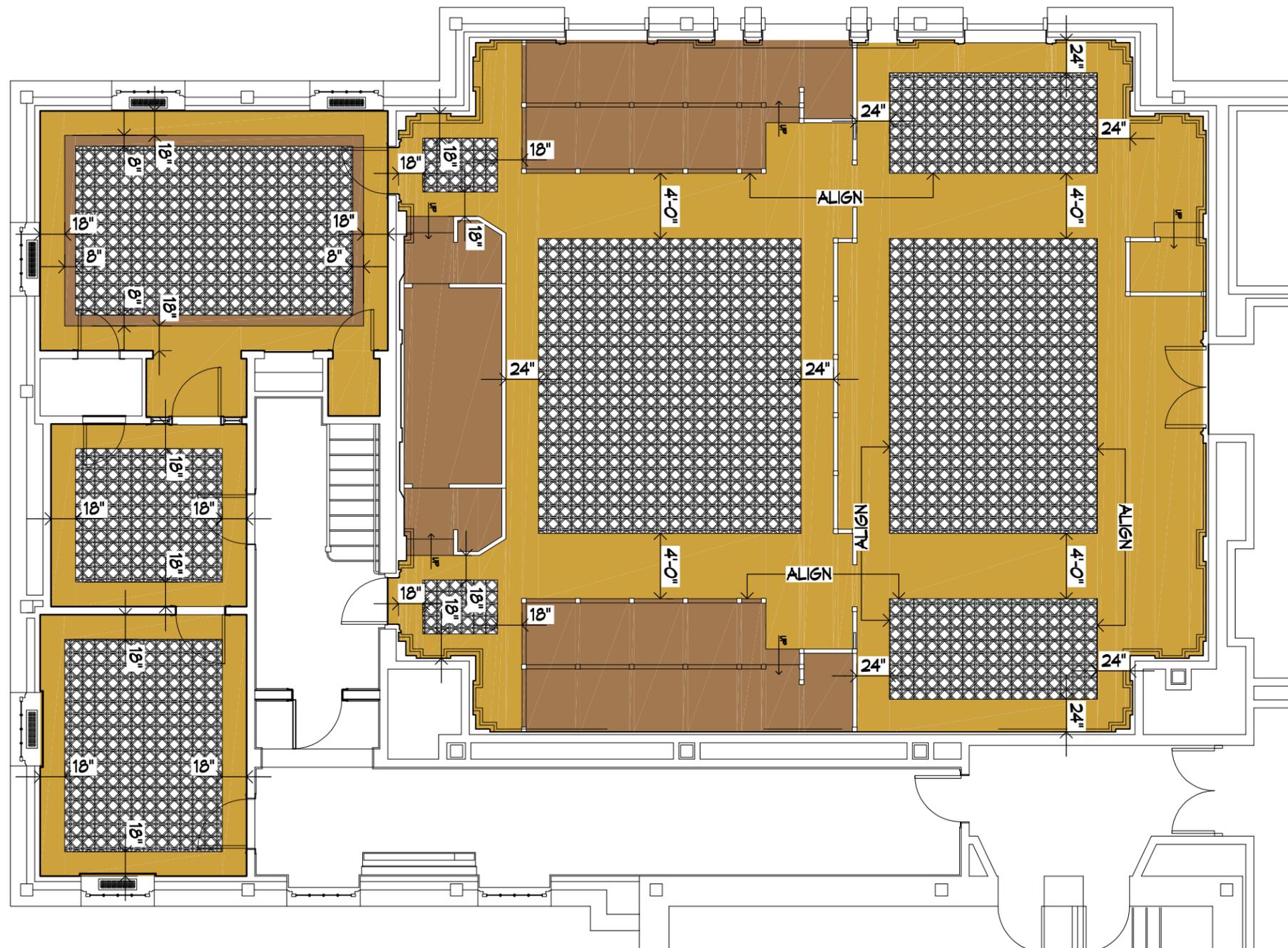
- A. General: Comply with CRI 104, Section 14, "Carpet Broadloom," and with carpet manufacturer's written installation instructions.
- B. Installation Method: As recommended in writing by carpet manufacturer.
- C. Maintain dye lot integrity. Do not mix dye lots in same area.

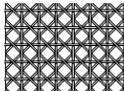
- D. Cut and fit carpet to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet manufacturer.
- E. Extend carpet into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, nonstaining marking device.
- G. Install pattern parallel to walls and borders.
- H. Comply with carpet manufacturer's written recommendations for seam locations and direction of carpet; maintain uniformity of carpet direction and lay of pile. At doorways, center seams under the door in the closed position.

### 3.04 CLEANING AND PROTECTION

- A. Perform the following operations immediately after installing carpet:
  - 1. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet manufacturer.
  - 2. Remove yarns that protrude from carpet surface.
  - 3. Vacuum carpet using commercial machine with face-beater element.
- B. Protect installed carpet to comply with CRI 104, Section 16, "Protecting Indoor Installations."
- C. Protect carpet against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet manufacturer.

END OF SECTION 09680



FLOOR FINISHES LEGEND	
	CP1 - STYLE NAME: MORITZ STYLE NUMBER: 5B091 COLOR NAME: SO GLAM COLOR NUMBER: 91725 MANUFACTURER: SHAW HOSPITALITY
	CP2 - STYLE NAME: SCEPTER II STYLE NUMBER: 50521 COLOR NAME: ANTIQUE BRONZE COLOR NUMBER: 43707 MANUFACTURER: SHAW CONTRACT GROUP
	CP3 - STYLE NAME: SCEPTER II STYLE NUMBER: 50521 COLOR NAME: CATTAIL COLOR NUMBER: 43713 MANUFACTURER: SHAW CONTRACT GROUP

## FLOOR FINISHES PLAN

1/8" = 1'-0"

### FLOOR FINISHES PLAN

LICHT JUDICIAL COMPLEX  
PARTIAL 5TH & 6TH FLOOR RESTORATION  
250 Benefit Street  
Providence, RI

OWNERSHIP AND USE OF DOCUMENTS, DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF PROFESSIONAL SERVICE, ARE, AND SHALL REMAIN, THE PROPERTY OF THE ARCHITECT. THESE DOCUMENTS ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECTS OR PURPOSES OR BY ANY OTHER PARTIES THAN THOSE PROPERLY AUTHORIZED BY CONTRACT WITHOUT THE EXPRESS AUTHORIZATION OF THE ARCHITECT.

**Edward Rowse**  
A · R · C · H · I · T · E · C · T · S

115 Cedar Street (401) 331-9200  
Providence, RI 02903-1082 Fax (401) 331-9270  
Massachusetts Office (508) 252-5446  
e-mail: rowse@rowsearch.com

Drawn by: **DEB** Proj. Mgr: **EAR**

APPENDIX  
SECTION  
09680

## SECTION 09902 - HISTORICAL PAINTING - INTERIOR

## PART 1 - GENERAL

## 1.01 DESCRIPTION

- A. General: Provide all the labor, supervision, materials, equipment and services required for the work indicated on the drawings, specified in this section, and as may be required by conditions and authorities.
- B. Work Included: Without restricting the totality of the work, the interior painting shall include the following:
1. Erect scaffolding to access all areas.
  2. Surface preparation of the interior plaster walls and ceiling surfaces for repainting.
  3. Surface preparation of the interior wood trim, window trim and sash and window seats for new clear finish.
  4. Glazing liquid to embellish details.
  5. 23k gold leaf tip-gilded for certain ornamental moldings
  6. Cleaning and painting of HVAC grilles.
  7. Provision of paint colors, custom-mixed as necessary, to match the existing colors.
  8. Application of a prime and two finish coat to all of the interior surfaces to be painted.
  9. Replacement of existing insulating window glass with broken seals.
  10. Cleaning of existing windows(interior side only).
- C. Related Work of Other Sections: The following related work is to be performed under the designated sections:
1. Division 5 Sections "Ornamental Metalwork Restoration"
  2. Division 9 Sections "Carpet"
  3. Division 16 Sections "Electrical"

## 1.02 SUBMITTALS

- A. The Contractor shall submit the following samples for approval prior to commencing work:
1. Color Samples: 200 mm x 250 mm color samples for each paint color used in the contract. Samples shall show the color and gloss of the paint to be used. Samples shall be prepared on a stiff, white cardboard and clearly labeled with the manufacturer and color of the paint shown.
  2. Sample Panels: Panels shall be prepared for the different substrates to be painted. The size and locations of the panels shall be designated by the Architect. Panels showing the surface preparation and painting of the interior plaster shall be required.
  3. Manufacturer's Literature: Manufacturer's literature shall be provided for the following:
    - a. Composition by weight of paint ingredients for primer and finish coats.
    - b. Application instructions for primer and finish coats.
    - c. Date of manufacture for paint and other paint products.

## 1.03 QUALITY ASSURANCE

- A. Applicator Qualifications: Engage an experienced applicator who has completed historic painting system applications similar in material and extent to those indicated for the Project the painting contractor must be able to identify at least ten historic painting projects within the last five years that are of the equal magnitude.
- B. The number of coats and film thickness indicated in the schedule, at the end of this Section, and are specified so as to provide complete and thoroughly covered opaque

surfaces. It is the Contractor's responsibility to provide the required film thickness to insure adequate coverage.

- C. Technical Assistance: Prior to the start of painting, the manufacturer whose paint materials have been approved for use shall furnish competent technical assistance on the job to ensure that his materials are being applied properly. This assistance shall be available at all times until the completion of the work.
- D. Single-Source Responsibility: Provide primers and undercoat paint produced by the same manufacturer as the finish coats.
- E. Field Samples: On ceiling / wall surfaces and other interior components, duplicate finishes of prepared samples. Provide full-coat finish samples on at least 9 square yards of surface until required sheen, color and texture are obtained; simulate finished lighting conditions for review of in-place work.
  - 1. Final acceptance of colors will be from job-applied samples.
  - 2. The Architect will select one surface to represent surfaces and conditions for each type of coating and substrate to be painted. Apply coatings on the surface according to the schedule or as specified.
  - 3. No work shall proceed until samples are approved.
  - 4. The owner / architect shall select as many as three test samples of each item to be painted, based on color and finish.

#### 1.04 PRODUCT HANDLING AND STORAGE

- A. Deliver all materials to the job site in original unopened containers bearing the manufacturer's name and label, indicating the grade, type and color of the paint.
- B. Store all materials in spaces designated by the Director of Facilities, Steve Kerr. All such spaces shall meet pertinent City, State and Federal code and fire regulation standards. All materials shall be locked and inaccessible to persons not employed under this Contract, except the Court's representative.
- C. Paint or solvent soaked rags, waste or painter's clothing that might constitute a fire hazard shall be stored in metal containers and removed from the job site daily.

### PART 2 - PRODUCTS

#### 2.01 MATERIALS

##### A. GENERAL

- 1. The term "paint" shall be used in this section to include primers, coatings, emulsions, enamels, paints and sealers. Paints shall be well-mixed and not settle, cake or thicken in the container. Paints shall have easy brushing properties.
- 2. Paint materials shall be the top of the line (finest quality) products of one of the manufacturers listed hereinafter, unless otherwise approved by the Architect.
- 3. Paints for succeeding coats on any one surface shall be the products of the same manufacturer.
- 4. Paints shall have been manufactured less than six months prior to application and shall be furnished from the same batch.
- 5. To insure a satisfactory paint job, it is essential that the new paints applied to the existing paint on the historic interior building fabric be compatible. If the Contractor finds that incompatible materials have been specified, he shall bring this information to the Architect's attention for resolution before proceeding with his work. Failure to do so shall be construed as acceptance of the paints as specified and the Contractor

shall correct, at his own expense, any defects in his work due to the use of such materials.

#### B. MANUFACTURERS

1. All paint materials shall be manufactured by the following:
  - a. Benjamin Moore, Milton, MA
  - b. Pratt and Lambert Company, Long Island City, NY
  - c. Sherwin Williams Company, Newark, NJ
  - d. ICI Paints, Cleveland, OH

#### C. PRODUCTS

1. Detergents: Detergents for cleaning the existing finishes shall be non-ionic, cleaners, such as:
  - a. "Vulpex Soap": (Potassium Methyl Cyclohexyl Oleate) manufactured by Picreator Enterprise LTD. London, UK and distributed by Conservation Materials Ltd., Sparks, NV.
  - b. KRC Ion 417: manufactured and distributed by Chemique Inc., Morristown, NJ.
2. Brushes: Natural bristle for oil-base paint, best quality.
3. Turpentine: Distilled, 100 percent pure gum.
4. Mineral Spirits: Commercial quality manufactured for painting.
5. Paint: See schedule at end of this section.

### 2.02 COLORS AND PATTERNS

- A. The Architect reserves the right to select, allocate and vary colors on different surfaces throughout the Courtroom and Judge's Chambers. Subject to the limitation that no more than 20% of deep colors will be selected. Colors shall be only as selected by the Owner / Architect.
- B. Do not paint chromium plated metal, brass, bronze, stainless steel, nameplates, valve stems or moving portions of mechanical and electrical items. Do not paint decorative sprinkler head covers.
- C. All electrical equipment shall be painted as per the following schedule:
  1. All fire protection junction boxes, pull boxes, wire ways and conduit, exposed in finished rooms shall be painted OSHA Safety Red.
  2. All other exposed conduits, wire ways, boxes, raceways, panels and electrical equipment shall be painted to match adjacent surfaces, unless specified or indicated otherwise.

### 2.03 MISCELLANEOUS WOOD-FINISHING MATERIALS

- A. Wood-Finishing Materials: Provide the manufacturer's recommended factory-formulated, wood-finishing materials that are compatible with the substrate and undercoats indicated.
- B. Available Products: Subject to compliance with requirements, finish coat materials that may be incorporated in the Work include, but are not limited to, those listed in painting systems schedule at the end of this section.
- C. Paste Wax: Provide paste wax as recommended by the coating manufacturer for use on interior stained and natural-finished woodwork.

---

## 2.04 GOLD LEAF

- A. Gold Leaf shall be 23 karat genuine gold leaf, number MO23.00SF as manufactured by Gilded Planet or equal.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Existing Conditions and Documents: The Contractor shall visit the buildings, familiarize himself with conditions and surfaces to be painted and shall examine the drawings and specifications for the work of this Section to confirm the extent of the work and the type of paint application required for each surface specified.
- B. Examine substrates and conditions under which painting will be performed for compliance with paint application requirements. Surfaces receiving paint must be thoroughly dry before paint is applied.
1. Erect temporary protection barriers as indicated on drawings for each phase of work. The Contractor with the Owner shall mutually agree to the extent of each phase. The contractor shall install exhaust fans for the elimination of odors for each phase of work. All flooring and woodwork shall be protected. Do not begin to apply paint until satisfactory protection conditions have been installed.
  2. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.

### 3.02 PREPARATION

- A. General:
1. Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted, or provide surface-applied protection prior to surface preparation and painting. Remove these items, if necessary, to completely paint the items and adjacent surfaces. Following completion of painting operations in each space or area, have items reinstalled by workers skilled in the trades involved.
  2. All existing painting surfaces shall be scraped and sanded to sound substrate. Correct minor defects and clean surfaces which affect work of this section.
  3. Shellac and seal marks that may bleed through surface finishes.
  4. Remove mildew from impervious surfaces.
  5. Latex fill minor defects in plaster surfaces. Spot prime after repair.
- B. Equipment not Permitted for Surface Preparation:
1. Rotary sanding machines.
  2. Hot air guns.
  3. Abrasive blast cleaning.
  4. Mechanical paint sprayers.
- C. Sanding and Scraping
1. Remove all blistered, loose, peeling and scaling paint to sound substrate by scraping and sanding. Dispose of all scraped paint in a legal manner.
  2. Scrape all surfaces to sound substrate. Hand-sand all painted surfaces prior to applying paint. Clean surfaces after scraping and sanding with mineral spirits.
  3. Featheredge all painted areas that are chipped and clean with mineral spirits.
  4. Scrape and sand only as minimally necessary to prepare surfaces. Do not gouge the plaster or alter the profile of the decorative moldings.

- D. Protect all surfaces not to be painted with drop cloths during painting and cleaning. Interior surfaces requiring protection shall include: floors, window glass, furniture, rails, stairs, and wood surfaces finished with natural resins.
- E. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease prior to cleaning. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
1. Surface Preparation: Clean and prepare surfaces to be painted according to the manufacturer's instructions for each particular substrate condition and as specified.
  2. Provide barrier coats over incompatible primers or remove and reprime. Notify Architect in writing about anticipated problems using the specified finish-coat materials.
  3. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.
    - a. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
- F. Materials Preparation:
1. Carefully mix and prepare paint materials according to manufacturer's directions. Maintain containers used in mixing and applying paint materials according to manufacturer's directions.
  2. Stir material before application to produce a mixture of uniform density; stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.
  3. Using only thinners approved by the paint manufacturer and only within recommended limits.
- G. Tinting: Tint each undercoat a lighter shade to facilitate identification of each coat where multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

### 3.03 APPLICATION

- A. General: Apply paint according to manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.
- B. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
1. Paint colors, surface treatments, and finishes are indicated in the schedules.
  2. Provide finish coats that are compatible with primers used.
  3. The number of coats and the film thickness required are the same regardless of the application method. Do not apply succeeding coats until the previous has cured as recommended by the manufacturer. Sand between applications where sanding is required to produce a smooth even surface according to the manufacturer's directions.
  4. Apply additional coats if undercoats, stains, or other conditions show through final coat of paint until paint film is of uniform finish, color, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.

5. The term exposed surfaces includes areas visible when permanent or built-in fixtures, convector covers, grilles, and similar components are in place. Extend coatings in these areas, as required, to maintain the system integrity and provide desired protection.
  6. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before the final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  7. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, nonspecular black paint.
  8. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
  9. Sand lightly between each succeeding enamel and varnish coat.
  10. Omit primer on metal surfaces that have been shop-primed and touch-up painted.
- C. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. Allow surface time between successive coats to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or loose adhesion.
- D. Application Procedures: Apply paints and coatings by brush, roller, spray or other applicators according to the manufacturer's directions.
1. Brushes: Use brushes best suited for the material applied.
  2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.
- E. Minimum Coating Thickness: Apply materials no thinner than the manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
- F. Mechanical and Electrical Work: Painting mechanical and electrical work is limited to items exposed in occupied spaces.
- G. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime-coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
- H. Pigmented (Opaque) Finishes: Completely cover to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- I. Transparent (clear) Finishes: Use multiple coats to produce a glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections.
1. Provide satin finish for final coats.
- J. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish or repaint work not complying with specified requirements.

### 3.04 FIELD QUALITY CONTROL

- A. The Architect reserves the right to invoke the following test procedure at any time and as often as the Architect deems necessary during the period when paint is being applied:
  - 1. The Owner may engage the services of an independent testing agency to sample the paint material being used. Samples of material delivered to the Project will be taken, identified, sealed and certified in the presence of the Contractor.
  - 2. The testing agency will perform appropriate tests as required by the Architect.
  - 3. If test results show material being used does not comply with specified requirements, the Contractor may be directed to stop painting, remove noncomplying paint, pay for testing, repaint surfaces coated with rejected paint, and remove rejected paint from previously painted surfaces if, upon repainting with specified paint, the two coatings are incompatible.

### 3.05 CLEANING

- A. As work proceeds, promptly remove paint where spilled, splashed or spattered.
- B. During progress of work, maintain premises free of unnecessary accumulation of tools, equipment, surplus materials and debris.
- C. Collect cotton waste, cloths and material which may constitute a fire hazard, place in closed metal containers and remove daily from site.
- D. Do not dispose of waste materials in the building sanitary waste system. Water required for mixing or cleaning shall be brought to the mixing room. All waste materials in solid, paste or liquid state shall be disposed of in metal receptacles and removed from the site at frequent intervals. Disposal of all materials shall be in accordance with all local, state and federal regulations.
- E. Repair any damage to coatings or surfaces caused by cleaning operations or construction work.
- F. Remove debris from job site and leave areas clean.
- G. Cleanup: At the end of each work day, remove empty cans, rags, rubbish and other discarded paint materials from the site.
  - 1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

### 3.6 PROTECTION

- A. Provide "Wet Paint" signs to protect newly painted finishes for areas that may be available to the Public or Staff.

### 3.7 COMPLETION

- A. Condition of Finished Work: Finished work shall be free of all dust, debris, or damage resulting from any activity under this section. All moving parts, such as doors, windows, hardware, etc. shall be left free and in proper working order, without scraping or binding. All hardware removed for painting shall be reinstalled.
- B. Condition of Site: Upon completion of the project, the Contractor shall remove all equipment used for the painting contract and painting materials from the site. All paint spills and drips shall be removed and the site left clean, subject to the approval of the Owner.

## 3.08 GOLD LEAF

- a. Install gold leaf on decorative plaster medallions and ropping leaf tips only per manufacturers instruction.
- b. The painting contractor must be experience with installing gold leaf and must provide names of at least five projects indicating their work.
- c. The painting contractor shall provide one sample of each decorative trim for review and approval by the Architect prior to proceeding.

## 3.09 GUARANTEE

- A. All work under this section shall be guaranteed for not less than one year from the date of final acceptance by the Courts against defects in materials and workmanship.

## 3.10 INTERIOR PAINT SCHEDULE

- A. General: Provide the following paint systems for the various substrates indicated.
- B. Ferrous Metals – shop primed (including mechanical and electrical equipment)

Prime Coat:	(363) IronClad Low Luster Enamel
1 <sup>st</sup> Finish Coat:	(215) Regal. Finish Flat. Color match adjacent surface
2 <sup>nd</sup> Finish Coat:	(215) Regal. Finish Flat. Color match adjacent surface

- C. Ferrous Metals – (existing painted surfaces)

Prime Coat:	(363) IronClad Low Luster Enamel
1 <sup>st</sup> Finish Coat:	(215) Regal. Finish Flat. Color match adjacent surface
2 <sup>nd</sup> Finish Coat:	(215) Regal. Finish Flat. Color match adjacent surface

- D. Wood, Clear Finish

Prime Coat	(234) Benwood Penetrating Stain. Color TBD
1 <sup>st</sup> Finish Coat:	(C435) Polyurethane Finish Low Luster. Clear
2 <sup>nd</sup> Finish Coat:	(C435) Polyurethane Finish Low Luster. Clear

- E. Plaster Ceilings (Existing and Patched Areas)

Prime Coat:	(024) Fresh Start All- Purpose Alkyd Primer. Finish Flat
1 <sup>st</sup> Finish Coat:	(215) Regal. Finish Flat. Color 1095 Oakwood Manor
2 <sup>nd</sup> Finish Coat:	(215) Regal. Finish Flat. Color 1095 Oakwood Manor

- F. Plaster Walls

Prime Coat:	(024) Fresh Start All- Purpose Alkyd Primer.
1 <sup>st</sup> Finish Coat:	(319) Regal. Egg Shell. Color HC-32 Standish white
2 <sup>nd</sup> Finish Coat:	((235) Satin Impervo. Finish Low Luster. Color HC-32 Standish white

- G. Plaster Decorative Trim (Existing and Patched Areas)

Prime Coat:	(024) Fresh Start All- Purpose Alkyd Primer. Finish Flat
1 <sup>st</sup> Finish Coat:	((235) Satin Impervo. Finish Flat Color 1095 Oakwood Manor

---

2 <sup>nd</sup> Finish Coat:	(409) Moore's Alkyd Glazing Liquid)
Gold Tipping	23kt. Gold Leaf

END OF SECTION 09902

## SECTION 16000 – ELECTRICAL SYSTEMS

## PART 1 - GENERAL

## 1.0 GENERAL REFERENCE

- A. The General Conditions, Supplementary General Conditions and Division 1 of these specifications are hereby included as part of this section.
- B. INTENT: It is the intent of the plans and these specifications that all design, equipment, materials and workmanship used on this project be in complete conformance with all local, state and national codes, ordinances and standards. It is the contractor's responsibility to submit only those items that meet these codes. Should an item be inadvertently specified by model number that is not in conformance with local and state codes, the contractor shall notify the proper authorities prior to any submittals of this item. Regardless of any approval action given, it is the contractor's responsibility to install only those items that are in conformance with the codes. Should any nonconforming code items be installed, they shall be replaced by the contractor at no additional cost to the owner.
- C. Making field observations and taking all field measurements of existing conditions.
  - 1. Bidders shall survey conditions of existing structure and shall thoroughly familiarize himself with the work of this contract and the existing site conditions prior to submitting his bid. Contractor will be responsible for providing all materials and equipment for proper installation of work of this section when existing conditions indicate that items are required and were available for inspection prior to bid or in locations which could reasonably have been inspected.

## 1.1 SECTION INCLUDES

- A. Provision of a complete design build electrical system per contract documents including, but not limited to wiring of new wiring devices, cleaning, re-wiring existing ceiling and wall light fixtures as required for renovation work. Replacement of existing ceiling and wall light fixture lamps.
- B. Modification of existing systems as required for new work. Removal of surface mounted electrical wiring, tel-date and low voltage wiring and installation of new concealed.
- C. Testing and Permits

## 1.2 RELATED WORK

- A. Division 9 – Historic Painting

## 1.3 QUALITY ASSURANCE

- A. Work shall be accomplished licensed electricians.
- B. Work shall be accomplished in a first class, thorough and workmanlike manner.

## 1.4 REFERENCE STANDARDS

- A. All work to be in accordance with the standards, codes and ordinances listed hereinafter.
  - 1. National Electrical Code, 1987 Edition
  - 2. NFPA Standards
  - 3. ANSI Standards
  - 4. U.L. Standards
  - 5. National Electrical Safety Code
  - 6. OSHA Standards

7. AIEE
8. NEMA
9. Rhode Island State Building Code
10. Rhode Island State Safety Code
11. Local Codes and Ordinances
12. Federal Specifications

#### 1.5 SUBMITTALS

- A. Submit shop drawings, manufacturer's data and certificates for all equipment, devices and materials.

#### 1.6 PERMITS

- A. Obtain all required electrical and other related permits and pay all fees for same.
- B. Provide to Architect, in duplicate, a certificate of final inspection from the authority having jurisdiction for the electrical and fire alarm systems.

#### 1.7 INSPECTION AND TESTS

- A. During the progress of the work it shall be subject to the inspection of the Owner and to such other inspectors as may have jurisdiction.
- B. Visit the site to acquaint yourself with existing conditions. No extra compensation will be paid for failure to comply with this paragraph.

#### 1.8 CUTTING AND PATCHING

- A. Arrange to have conduit, boxes and such other pertinent parts set in place ahead of construction, such that they will be built in, thus eliminating the need for cutting and patching. Failure to conform to this paragraph will require that this Contractor shall perform any cutting and patching required for his work. Patching shall meet or exceed quality of adjacent surfaces. Cutting must be accomplished as not to weaken adjacent structural members and must be approved by the Architect before proceeding.

#### 1.9 GUARANTEE

- A. Leave each entire electrical system in proper working order and without additional expense to the owner, replace any work, materials or equipment provided under this contract which develops defect, except from ordinary wear and tear, within one year from the date of final certificate of approval and acceptance by the Architect.
- B. Guarantee all systems, including fixtures, to be free from short circuits, open circuits, loose connections, over-heating and such other defects.
- C. Promptly remedy any defects in work and pay for any damage to other work resulting therefrom which appear during the one year guarantee period.

### PART 2 - PRODUCTS

#### 2.1 WIRE AND CABLE

- A. All wiring and cabling shall be in strict compliance with the NEC and it's latest revisions, both with respect to material and workmanship.
- B. Wiring for branch circuit, power, control and lighting systems shall be copper, conforming to Fed. Spec. J-C-30A and multi-rated as follows:

1. Type THHN - 90°C.; Dry Locations
  2. Type THWN - 90°C.; Wet Locations
- C. All conductors No. 3 AWG and larger for large equipment shall be copper conforming to Fed. Spec. J-C-30A and U.L. Standard UL 44, chemically cross-linked polyethylene, Type XHHW.
- D. Conductors No. 10 AWG and smaller shall be solid No. 8AWG and larger shall be stranded.
- E. Bare copper ground wire shall meet Fed. Spec. QQ-W-343.
- F. Equipment grounding conductor shall be type TW or THW with green insulation conforming to Fed. Spec. J-C-129C.
- G. Fixture wiring shall be Type TFF, or TFFN Copper, No. 12 AWG minimum, solid.
- H. Branch Circuit Wire and Cable: American Insulated Wire, ITT/Royal, Rome Cable, or Triangle.
- I. Feeder Cable: American Insulated Wire, ITT/Royal, Rome Cable or Triangle.
- J. Fixture Wire: American Insulated Wire, ITT/Royal, or Carol Cable.
- K. All wiring shall be in metallic conduit. If acceptable to authority having jurisdiction type MC with full size ground wire may be used for wiring of bathroom GFI outlet if required.

## 2.2 WIRING ACCESSORIES

- A. Wire nuts shall be Ideal Industries "Wing-Nut" series 451 through 453.
- B. Insulated spade terminals shall be ideal Industries Series SN16X or SN12X, T & B Series RB14 or RC10.
- C. Electrical Tape shall be Scotch No. 33 or Plymouth #4472.
- D. Cable Ties shall be Ideal Industries Series 41-609 through 41-669 or T & B Series TY-523MX through TY-529MX.

## 2.3 LIGHT FIXTURES

- A. Clean, re-wire existing ceiling chandeliers and wall sconces and replacement of existing lamps with new lamps. (See Drawings).
- B. Replacement of existing ceiling fixtures located in Jury deliberation corridor and rooms. (See Drawings).

## PART 3 - EXECUTION

### 3.1 INSTALLATION GENERAL

- A. All work shall be in accordance with UL and NEC.
- B. The minimum size wire for power and lighting branch circuits and all circuits emanating from panelboards shall be minimum No. 12 AWG. Larger sizes of wire shall be installed so that the voltage drop between any lighting fixture, device, motor, etc., and its panelboard shall not exceed 2% where connected loads and actual length of branch circuit runs as installed required its use.
- C. Joints between conductors No. 14 AWG through No. 8 AWB at fixtures, devices and junction points shall be made with insulated spring type wire nuts of the wing-nut design.
- D. Receptacles shall be mounted with grounding slot at the top. Devices shall be mounted plumb and within 1/8" of finished wall.

- E. All new wiring shall be in metal conduit concealed within walls and ceilings. Where this is determined to be impracticable, by the Architect, the wiring may be installed in metallic wiremold which is installed tight to the wall and ceiling at no additional cost to the owner.

END OF SECTION

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS



JUDICIAL PURCHASING OFFICE  
670 NEW LONDON AVE, ROOM 1006  
CRANSTON, RHODE ISLAND 02920  
TEL: 401-275-6527  
FAX: 401-275-6530

**CRIMINAL BACKGROUND INVESTIGATION AUTHORIZATION, RELEASE AND DISCLAIMER**

I, \_\_\_\_\_, hereby direct and authorize the Bureau of Criminal Identification of the Department of Attorney General for the State of Rhode Island to make available to the Rhode Island Administrative Office of State Courts any criminal record that the Bureau of Criminal Identification has on file in reference to me, and I further consent to the authentication of my identity through fingerprinting, or some other process that may be required to confirm my identity.

I understand that an investigative report may be generated on me that may include information as to my criminal history records from any criminal justice agency in any or all federal, state, city and county jurisdictions, including any state Department of Motor Vehicle/Drivers' License Records, traffic citations and/or registrations.

I hereby waive and release any and all manner of actions, cause of actions, and demands of every kind, nature and description, arising from any release of criminal records and requests therefrom, whatsoever against the State of Rhode Island, the Rhode Island Administrative Office of State Courts, the Bureau of Criminal Identification, the Attorney General, and the employees of the Attorney General's Office, in both law and equity which I may now have or that may arise in the future.

\_\_\_\_\_  
Employee Name (Please Print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Maiden Name (If Applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Employer/Company Name (If applicable)

\_\_\_\_\_  
Place of Birth

\_\_\_\_\_  
Social Security Number

Sworn to before me in the City/Town of \_\_\_\_\_, State of Rhode Island, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Commission expires on \_\_\_\_\_.

\_\_\_\_\_  
Notary Public (Print Name)

\_\_\_\_\_  
Notary Public (Signature)

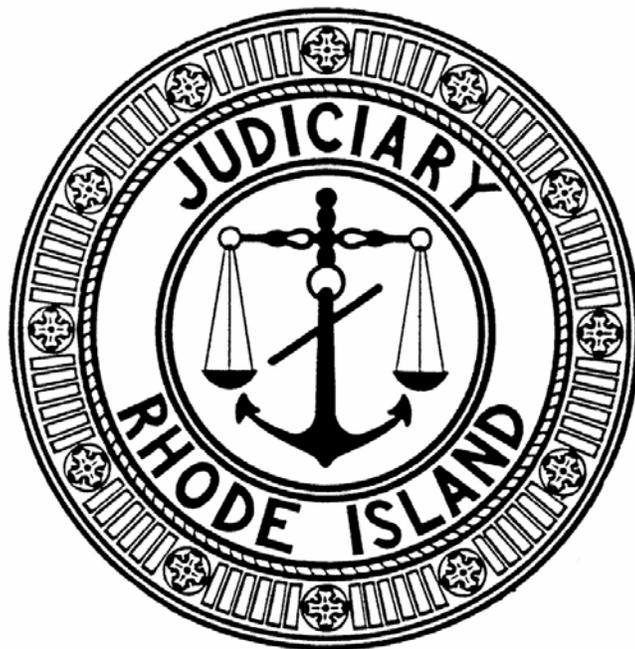
Project Name: \_\_\_\_\_

Project # \_\_\_\_\_

Date of Bid/RFP Specifications \_\_\_\_\_

**Copy of valid photo identification with date of birth must be attached to all BCI Authorization Forms.**





**JUDICIAL PURCHASING  
RULES AND REGULATIONS**

## TABLE OF CONTENTS

---

Article I.	Authority .....	4
Article II.	Purpose and Policy.....	4
Article III.	Scope.....	4
Article IV.	Participation in Other State Contracts and Use of Services.....	5
Article V.	Waivers/Deviations.....	5
Article VI.	Procurement Integrity .....	5
Article VII.	Access to Information.....	5
Article VIII.	Judicial Purchasing Committee and Judicial Purchasing Structure .....	6
Section 8.01	Judicial Purchasing Committee.....	6
A.	Responsibilities of the Judicial Purchasing Committee.....	6
B.	Meetings of the Judicial Purchasing Committee .....	6
C.	Judicial Purchasing Structure and Responsibilities .....	7
Section 8.02	Chief Purchasing Officer .....	7
Section 8.03	Judicial Purchasing Agent.....	8
Article IX.	Definitions.....	8
Article X.	Methods of Source Selection .....	9
Section 10.01	Master Price Agreement (MPA).....	9
Section 10.02	Competitive Sealed Bidding .....	9
A.	Standards and Specifications .....	10
B.	Solicitations.....	10
C.	Receipt of Offers.....	12
D.	Withdrawal or Correction of Offers.....	12
E.	Evaluation of Offers.....	13
F.	Awards .....	13
G.	Negotiations After Unsuccessful Competitive Sealed Bidding.....	14
H.	Protest Procedures.....	15
Section 10.03	Competitive Negotiations .....	16
A.	Content of Request for Proposal.....	16
B.	Procedure for Competitive Negotiations .....	17
Section 10.04	Non Competitive Negotiations .....	17

Section 10.05	Exceptions.....	17
A.	Emergency .....	18
B.	Sole source .....	18
C.	Professional, Technical and Consulting Assistance.....	19
D.	Small Purchases .....	19
E.	Informal Competitive Bids .....	19
F.	Direct Billing .....	20
Article XI.	Contractor Prequalification, Qualification and Solicitation.....	20
Section 11.01	Definitions.....	20
A.	Registered Suppliers .....	20
B.	Unregistered Suppliers.....	21
Section 11.02	Responsibilities of Bidders and Offerors .....	21
Section 11.03	Bidder Registration Form .....	22
Section 11.04	Bidder Registration Fee .....	22
Section 11.05	Vendor Information Files.....	22
A.	General.....	22
B.	Bidding History.....	23
C.	Performance History .....	23
Section 11.06	Prequalification of Contractors .....	23
Section 11.07	Construction Management .....	24
Section 11.08	Vendor Disqualification.....	24
A.	Rejection and Removal.....	25
B.	Debarment and Suspension from Bidders List .....	25
Section 11.09	Notification, Protest and Reconsideration .....	27
A.	Notice.....	27
B.	Protests.....	28
C.	Reconsideration.....	28
Section 11.10	Public Works Contracts .....	28
Article XII.	General Terms and Conditions of Purchase.....	28
Section 12.01	General Terms and Conditions .....	28
Section 12.02	Purchase Order Contracts .....	29

Article XIII.	Multi-Year Contracts .....	29
Article XIV.	Letter of Authorization .....	30
Section 14.01	Definition and Purpose .....	30
Section 14.02	Changes to Purchase Orders .....	31
Section 14.03	Suspension or Termination of Contract .....	31
A.	Suspension of a Contract by the Judiciary .....	31
B.	Termination of a Contract by the Judiciary .....	32
Article XV.	Presumption of Correctness and Finality of Determinations .....	33
Section 15.01	Decision Presumed To Be Correct.....	33
Section 15.02	Finality of Determinations .....	34
Article XVI.	Authority to Resolve Contract and Breach of Contract Controversies.....	34
Article XVII.	Dispute and Appeals Procedure .....	34
Article XVIII.	Records .....	35
Section 18.01	Report of Noncompetitive Negotiations and Small Purchases.....	35
Article XIX.	Grants.....	35
Section 19.01	Grants Not Considered Procurements.....	35
Section 19.02	Special Provisions and Requirements for Grants.....	36
A.	Contracting Authority.....	36
Article XX.	Fixed Asset Management.....	36
Article XXI.	Effective Date .....	36
Article XXII.	Amendment and Suspension of Rules and Regulations .....	36
APPENDIX A	<i>Rhode Island Judiciary General Terms and Conditions of Purchase</i> .....	1

## **Article I. Authority**

With the passage of 2004-2005 Budget Article 45 the Judiciary was given broad power over its administrative affairs. Specifically, the State Court Administrator and the Chief Justice of the Supreme Court now have sole power over judicial procurements and the power to enact the rules and regulations necessary to carry out the procurement power. R.I.G.L. § 8-15-4.

Article 45 had effectively taken judicial purchasing power away from the Department of Administration and vested it in the Court Administrator and the Chief Justice. The following Judicial Purchasing Rules and Regulations contain a fully integrated set of procedures to govern the Judiciary in its exercise of financial control, independent of the Executive Department.

## **Article II. Purpose and Policy**

The following Judicial Purchasing Rules and Regulations are made in compliance with G.L. 1956, 8-15-4(d), whose purpose is to affirm the right of the Judicial Department to be independent of and not subject to financial control exercised by the executive branch of government in matters relating to the operation of the unified state court system.

These rules and regulations take into consideration and conform to, where practicable, existing policies governing financial and purchasing practices within the executive branch of government. Overall, the Judicial Purchasing Rules and Regulations seek to further the policies of State Purchasing as set forth in Title 37, Chapter 2 of the Rhode Island General Laws.

Specifically, the Judicial Purchasing Rules and Regulations aim to:

- simplify, clarify, and modernize the law governing purchasing by the Judiciary;
- permit the continued development of judicial purchasing policies and practices;
- make judicial purchasing laws as consistent as possible with current purchasing laws;
- provide for increased public confidence in the purchasing procedures followed by the Judiciary;
- insure the fair and equitable treatment of all persons who deal with the procurement system of the Judiciary;
- provide increased economy in judicial procurement activities by fostering effective competition; and
- provide safeguards for the maintenance of a judicial procurement system of quality, integrity and highest ethical standards.

## **Article III. Scope**

The procedures established herein do not create any right or benefit, substantive or procedural, enforceable by a party against the Judiciary or the State of Rhode Island or their officers or employees.

#### **Article IV. Participation in Other State Contracts and Use of Services**

Whenever practicable, the Judiciary may utilize existing State of Rhode Island Division of Purchases contracts for products or services. Further, to assure that the lowest possible cost is achieved, the Judiciary may enter into cooperative purchasing agreements with other governmental entities.

Whenever practicable, the Judiciary may use the facilities of the Department of Administration Centralized Purchasing Office, and/or the common services and facilities available to other state entities including but not limited to payroll, central mail room, motor pool and data processing.

Whenever such services are rendered on a cost basis to other state entities, the same charges will apply to the Judiciary.

#### **Article V. Waivers/Deviations**

These regulations standardize the manner in which products and services are procured in the Judiciary to the greatest extent possible. Any deviation from the instructions contained herein shall be supported by a waiver signed by the Chairperson of the Judicial Purchasing Committee.

#### **Article VI. Procurement Integrity**

Judicial employees are held to the highest standards of conduct in the performance of their duties and must conduct themselves so as to avoid even the appearance of any impropriety. All employees of the Judiciary are to conduct all dealings with potential offerors and contractors in such a manner that no actual occurrence of, or appearance of, favoritism or competitive advantage is given to one business over another in dealing with the Judiciary in accordance with Rhode Island Code of Ethics and Regulations, Chapter 36, Title 14.

The State Court Administrator shall have authority to impose sanctions, in accordance with personnel regulations, on any Judiciary employee who has been found to have violated these regulations.

#### **Article VII. Access to Information**

Awarded contracts will generally be available for public inspection, including the successful offer to the extent the offer is incorporated by reference into the contract, including the disclosure of fixed unit prices. However, trade secret information, and confidential or commercial information will not be released.

## **Article VIII. Judicial Purchasing Committee and Judicial Purchasing Structure**

### **Section 8.01 Judicial Purchasing Committee**

There shall be a Judicial Purchasing Committee which shall consist of the Director of Finance/Chief Purchasing Officer, who shall be chairperson; Deputy Director of Finance, who shall be vice chairperson; Assistant State Court Administrator for Technology; Assistant State Court Administrator for Facilities and Operations; and the Judicial Purchasing Agent, who shall be Secretary, or their respective designees.

A quorum shall consist of three (3) members. The Judicial Purchasing Committee may delegate its authority to the Judicial Purchasing Agent, or any other agent(s) and/or employee(s) of the Judiciary.

#### **A. Responsibilities of the Judicial Purchasing Committee**

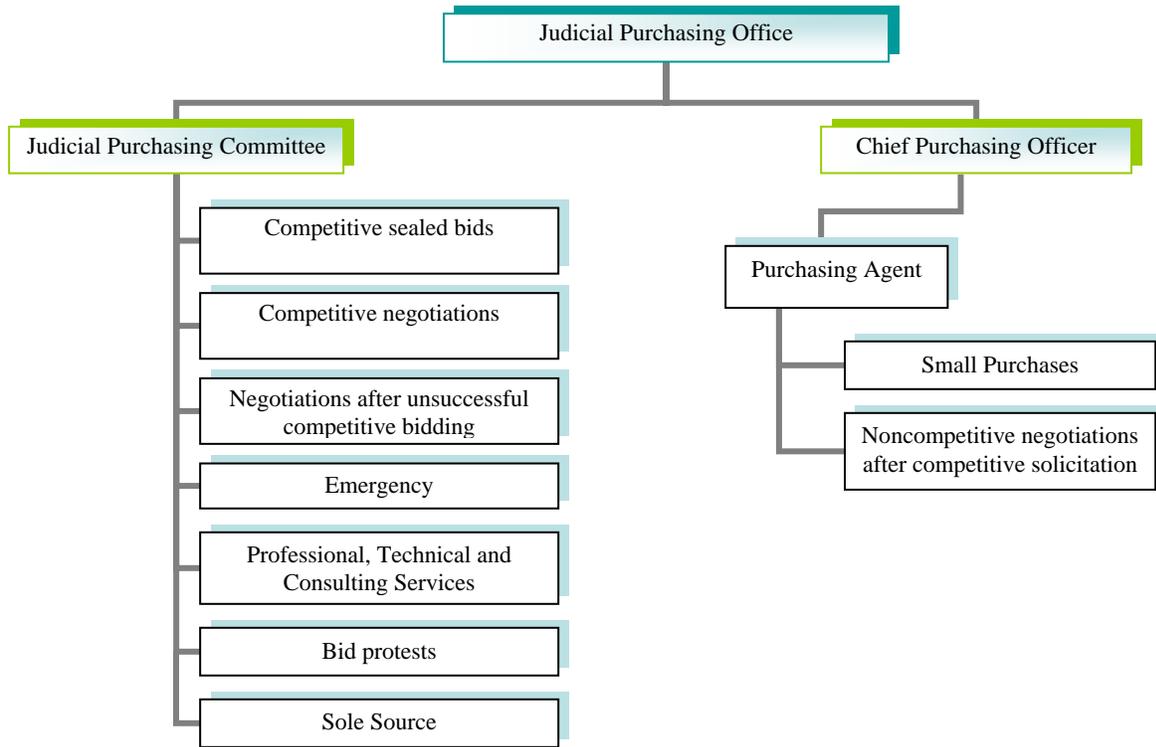
The responsibilities of the Judicial Purchasing Committee shall include but are not limited to:

1. hearing and deciding appeals on bids;
2. developing rules and regulations when necessary, which shall provide for the efficient and effective purchasing function within the Judiciary;
3. ensuring that all procurement activities foster effective competition, such that economies in expenditure can be obtained;
4. administering all procurement activities and determinations with respect to the solicitation and evaluation of competitive offers and to source selection;
5. acting as the sole point of contact with prospective and current offerors, relative to the business, financial and other commercial aspects of all solicitations and offers;
6. issuing specifications for supplies, services, and construction required by the Judiciary;
7. ensuring that all solicitations are prepared in a manner and form which enables suppliers to submit fully responsive and knowledgeable offers, and which clearly define the criteria to be used in evaluating responses;

#### **B. Meetings of the Judicial Purchasing Committee**

The Judicial Purchasing Committee shall meet as circumstances require, but in no event, less than once every one hundred eighty (180) calendar days.

C. Judicial Purchasing Structure and Responsibilities



The Judicial Purchasing Committee may establish committees, subcommittees or workgroups as necessary to advise and assist it in carrying out its responsibilities, duties and powers under these Rules and Regulations. The committees, subcommittees or workgroups may be composed of members of the Judicial Purchasing Office, employees of the Judiciary, and/or other persons with the knowledge of the issues or areas of interest that arise before the Judicial Purchasing Committee in the performance of its duties. The committees, subcommittees or workgroups may monitor, study, report and make recommendations to the Judicial Purchasing Committee on any matter that arises during the exercise of its purchasing authority.

**Section 8.02 Chief Purchasing Officer**

The Chief Purchasing Officer shall attempt in every practicable way to insure that the Judiciary is supplying its needs at the lowest possible cost. The Chief Purchasing Officer shall have the power: to transfer between courts, to salvage, to exchange, and to condemn supplies, and equipment.

The State Court Administrator shall require the Chief Purchasing Officer to furnish an estimate of specific needs for supplies, materials, and equipment to be purchased by competitive bidding for the purpose of permitting scheduling of purchasing in large volume.

The Chief Purchasing Officer, except as otherwise provided by law, shall purchase, or delegate and control the purchase of, the combined requirements of the Judiciary including, but not limited to, interests in real property, contractual services, rentals of all types, supplies, materials, equipment, and services, except competitive bids may not be required:

- (a) For contractual services where no competition exists such as sewage treatment, water, and other public utility services;

- (b) When instructional materials are available from only one source;
- (c) Where rates are fixed by law or ordinance;
- (d) For library books, research or reference materials, services or software;
- (e) For commercial items that are purchased for resale;
- (f) For professional, technical, or artistic services;
- (g) For all other commodities, equipment, and services which, in the reasonable discretion of the Chief Purchasing Officer, are available from only one source;
- (h) For interests in real property.
- (i) For works of art for museum and public display;
- (j) For published books, maps, periodicals, newspaper or journal subscriptions, and technical pamphlets;
- (k) For licenses for use of proprietary or patented systems; and
- (l) For services of visiting speakers, professors, performing artists, and expert witnesses.

Nothing in this section shall deprive the Chief Purchasing Officer from negotiating with vendors who maintain a general service administration price agreement with the United States of America or any agency thereof or other governmental entities, provided, however, that no contract executed under this provision shall authorize a price higher than is contained in the contract between the general service administration and the vendor affected.

### **Section 8.03 Judicial Purchasing Agent**

Within the Judiciary, there shall be a Judicial Purchasing Agent who shall be designated by the Chief Purchasing Officer with the approval of the State Court Administrator, who shall exercise the powers and duties as set forth in these rules and regulations. The Judicial Purchasing Agent shall have the following authorities and responsibilities unless otherwise provided:

- (a) To serve as the central procurement and contracting agent of the Judiciary;
- (b) To recommend regulations, rules, and procedures to the Chief Purchasing Officer;
- (c) To purchase or otherwise acquire, or, with the approval of the Chief Purchasing Officer, to delegate the purchase and acquisition of all supplies, services, and construction for the Judiciary; and
- (d) Any other such duties and responsibilities as the State Court Administrator or Judicial Purchasing Committee shall require.

## **Article IX. Definitions**

The terms contained in these rules and regulations shall be defined according to Rhode Island General Laws Title 37, Chapter 2 and the Department of Administration's Division of Purchases Rules Regulation and General Conditions of Purchase unless the context in which they

are used clearly requires a different meaning or a different definition is prescribed for a particular section, group of sections, or provisions.

## **Article X. Methods of Source Selection**

The Judicial Purchasing Committee or the Chief Purchasing Officer may at any time, determine that it is in the best interest of the Judiciary to utilize those procurement practices and procedures as presently in place through the State of Rhode Island Division of Purchases.

When acquiring products or services, procuring officials must consider the following sources:

### **Section 10.01 Master Price Agreement (MPA)**

A Master Price Agreement (MPA) may be either a Judiciary-wide contract or a State of Rhode Island Division of Purchases contract that takes advantage of buying power and ensures that the Judiciary, through negotiated pricing, obtains the best overall value for products and services for which there are repetitive purchases, taking into account overall pricing structure; quality, delivery and service; support, training, exchange and return policies; compatibility with judicial systems and technology; financial stability; and other judicial requirements.

The Judicial Purchasing Committee may establish a Master Price Agreement under any schedule contract to fill repetitive needs for products or services, but shall use Master Price Agreements adopted by the Rhode Island Judiciary whenever feasible.

### **Section 10.02 Competitive Sealed Bidding**

Competitive sealed bidding means the competitive procurement of products and services made under procedures other than those applicable to small purchase procedures, or as otherwise specifically provided herein. The Judicial Purchasing Committee recognizes that special circumstances may not support the use of competitive bidding. *See Exceptions.* Factors to be considered in determining if competitive sealed bidding is practicable shall include whether specifications can be prepared which permit award on the basis of either the lowest bid price or the lowest evaluated bid price, the available sources, the time and place of performance, and other relevant circumstances appropriate for the use of competitive sealed bidding.

The Judicial Purchasing Committee shall ensure that all procurement activities foster effective competition, such that economies in expenditure can be obtained. A competitive environment shall be considered to exist when two or more items or offers can be compared to determine relative merit and/or objective standards of comparison are fairly and impartially applied. An equal opportunity for participation in any procurement applies to all prospective offerors, and affirmative action to achieve participation in the procurement process as a means of achieving social objectives is accomplished without violation of these general principles.

Except as otherwise provided for herein, the Judicial Purchasing Committee shall be responsible for the administration of all procurement activities and determinations with respect to the solicitation and evaluation of competitive offers, and to source selection.

Information concerning the competitive sealed bidding process shall be confidential.

#### A. Standards and Specifications

The Judicial Purchasing Committee or its designee shall have the responsibility for issuing specifications for supplies, services, and construction required by the Judiciary. Among its duties, it shall, to the greatest extent practicable:

1. Prepare and issue standard specifications for supplies, services, and construction required by the Judiciary.
2. All specifications shall be drafted so as to maximize, to the extent practicable, competition in fulfillment of the Judiciary requirements.
3. Solicitations shall be prepared in a manner and form which enables suppliers to submit fully responsive and knowledgeable offers, and which clearly define the criteria to be used in evaluating responses.
4. All material submitted by requisitioners to the Judicial Purchasing Office for action shall be in sufficient detail and shall contain adequate supportive information to:
  - (i) Adequately describe the purpose, use, or desired performance level of the requirement; and
  - (ii) Identify measurable criteria for evaluation of offers including, but not limited to, acceptance testing.
  - (iii) Wherever possible, solicitations shall incorporate a standard specification, describing the level of performance required, and measurable criteria which define acceptance.
5. In certain cases, following detailed evaluation, brand name or other designations may be defined as standard items, where it is determined to be in the best interest of the Judiciary with regard to economies of scale, or cost or value analysis.

Unless alternate offers are clearly requested or allowed, only those offers which are responsive, in all material respects, to the terms of the solicitation shall be considered. Alternate specifications may be considered only where it has been determined that the alternate satisfies all objective performance characteristics of the procurement, and represents a reduction in expenditure.

#### B. Solicitations

Unless otherwise specifically authorized, the Judicial Purchasing Committee shall be the sole point of contact with prospective and current offerors, relative to the business, financial and other commercial aspects of all solicitations and offers.

Judicial employees may be authorized by the Judicial Purchasing Agent to contact suppliers to obtain technical data only prior to the award of a contract.

At least one representative of the Judicial Purchasing Committee shall be present at, or party to, all discussions with suppliers with respect to current solicitations, or with respect to price or delivery information, or with respect to modifications of any contract.

##### 1. Method of Solicitation

The Judicial Purchasing Committee will ensure that all solicitations are prepared in a manner and form which enables suppliers to submit fully responsive and

knowledgeable offers, and which clearly define the criteria to be used in evaluating responses. In general, solicitations will be sent only to those suppliers who have formally expressed a desire to bid on the particular types of items which are the subject of the bid solicitation; however, the Judicial Purchasing Agent may determine that competition would be enhanced by soliciting bidders who are not on the established Judiciary Bidders List.

## 2. Content of Solicitation

The Judicial Purchasing Committee shall have the responsibility for issuing specifications for supplies, services, and construction required by the Judiciary. Competitive bids shall be obtained from a sufficient number of suppliers to be considered representative of the industry cited. Although three bids shall be considered the minimum, the Judicial Purchasing Committee may in some instances declare the existence of two bids to be considered to provide adequate price competition.

The invitation for bids shall state whether award shall be made on the basis of the lowest bid price or the lowest evaluated or responsive bid price. If the latter basis is used, the objective measurable criteria to be utilized shall be set forth in the invitation for bids, if available.

Selection and evaluation criteria shall be clearly defined in all solicitations.

## 3. Notification and Advertising

The Chief Purchasing Officer will determine the method by which the solicitation is delivered to potential offerors. This determination will take into consideration such choices as sent via regular mail, or electronic mail, print advertisement or publication, or posted on a website. Advertisements may be placed in publications or on websites directed to minority communities and/or women to enhance opportunities for disadvantaged businesses to participate in the bidding process.

Notices shall be published in sufficient time to afford suppliers a fair opportunity to respond prior to the bid opening date and time, not less than seven (7) days nor more than twenty-eight (28) days before the date set for the opening of the bids. The Judicial Purchasing Agent may make a written determination that there is a need to waive the twenty-eight (28) day limitation. The written determination shall state the reason why the twenty-eight (28) day limitation is being waived and shall state the number of days, giving a minimum and maximum, before the date set for the opening of bids when public notice is to be given.

Advertisements may be utilized in conjunction with requests for quotations or proposals for products or services at any estimated level of expenditure if the Chief Purchasing Officer so determines:

- (i) that the commodity or service is of such special nature that opportunities for competition will be enhanced by extending invitations to other than known suppliers; and/or

- (ii) that a purchase will be of interest to supportive industries, e.g. construction projects; and/or
- (iii) that a purchase is unusually large or infrequent.

The Chief Purchasing Officer may advertise in widely circulated newspapers and/or trade journals to promote effective competition.

#### 4. Amendment or Cancellation of Solicitation

An invitation for bids, a request for proposals, and other solicitation may be cancelled or amended, or all bids or proposals may be rejected, if it is determined in writing that the action is taken in the best interest of the Judiciary and approved by the Judicial Purchasing Committee.

An amendment to a solicitation must be issued in sufficient time to permit offerors to consider it in submitting or modifying their offers.

##### C. Receipt of Offers

Bids shall be opened publicly at the time and place designated in the invitation for bids. Each bid, together with the name of the bidder, shall be recorded and an abstract made available for public inspection.

##### D. Withdrawal or Correction of Offers

Correction or withdrawal of bids may be allowed only to the extent permitted by the Judicial Purchasing Committee. The Judicial Purchasing Committee shall be the sole determiner of whether correction or withdrawal of bids may be made without penalty.

Requests by the apparent low bidder for correction of bids identifying all error(s) and specifying corrective action shall be submitted in writing to the Judicial Purchasing Committee and shall be re-evaluated with all other offers. Requests for withdrawal of bids shall be submitted in writing to the Judicial Purchasing Agent, providing an explanation for the action and advising the Judicial Purchasing Committee as to why the bidder should not be suspended from the Judiciary Bidders List.

Correction of a bid at any time prior to bid opening may be permitted by the Judicial Purchasing Committee without penalty when a bidder requests that the bid be returned and a corrected bid resubmitted prior to the bid opening. A vendor who fails to resubmit a corrected bid before the bid opening shall be considered nonresponsive.

The Judicial Purchasing Committee shall respond to requests for correction or withdrawal within ten (10) working days, notifying the bidder of the status of his bid and continued inclusion in the Judiciary Bidders List.

#### E. Evaluation of Offers

Offer evaluation is an assessment of both the offer and the offeror's ability (as demonstrated by the offeror) to perform the prospective procurement successfully. Offers shall be evaluated by the Judicial Purchasing Committee or its designee on the basis of:

1. The qualifications and reliability of the offerors, established by professional accomplishment and previous experience;
2. The quality of the materials, equipment, services, or supplies to be furnished;
3. The conformity of the offer with the specifications;
4. The purposes for which required;
5. The terms of delivery;
6. Aspects of offers which provide benefit, other than those based on cost; and
7. Other provisions of offers which are determined to serve the best interests of the Judiciary.

Nothing herein shall be construed to preclude the possibility of determining an award solely on the basis of cost. The evaluation of offers, including the weight assigned to various aspects of the offerors, and all award determinations, including the reasons for a selection recommendation, shall be fully documented.

All offers received by the Judicial Purchasing Committee may be rejected if the Judicial Purchasing Committee determines that (1) the prices proposed are unreasonable and discussions have not resulted in a reasonable price or price; (2) all offers are technically unacceptable; or (3) offers were not independently arrived at in open competition, were collusive, or were submitted in bad faith. Under any such circumstances, the Judicial Purchasing Committee may declare all bids unacceptable and re-solicit the procurement.

If a solicitation results in only one proposal, the Judicial Purchasing Committee may evaluate and consider the bid for award or declare the bid unacceptable and either re-solicit the procurement or ask that the price be negotiated with the vendor.

The Judicial Purchasing Committee may eliminate bidders whose offers are clearly noncompetitive prior to resolicitation.

#### F. Awards

The bid will be awarded to the offeror whose offer receives the highest evaluation in accordance with the specifications of the bid. Evaluations can be made based on the technically acceptable/lowest price of the offeror who meets the technical requirements in the solicitation or based on best value. The contract shall be awarded with reasonable promptness by written notice to the responsive and responsible bidder whose bid is either the lowest bid price or lowest evaluated or responsive bid price.

Bids may not be withdrawn during this period without penalty without the express permission of the Judicial Purchasing Committee.

The Judicial Purchasing Committee may, after considering the overall cost to the Judiciary prior to making a final determination of award, apply special consideration to the offers of minority business enterprises when:

1. the solicitation provides for such consideration;
2. the offer is fully responsive to the terms and conditions of the solicitation;
3. the price offer made by the MBE is determined to be within a competitive range (not to exceed five percent (5%) higher than the lowest responsive price offer) for the product or service; and
4. the firm making the offer conforms to the definition of a minority business enterprise.

An award may be made by written acceptance of an offer or by execution of a procurement by both parties.

G. Negotiations After Unsuccessful Competitive Sealed Bidding

1. In the event that all bids submitted pursuant to competitive sealed bidding under Section 10.02 (“Competitive Sealed Bidding”) result in bid prices in excess of the funds available for the purchase and the Chief Purchasing Officer determines in writing:

(i) That there are no additional funds available from any source so as to permit an award to the lowest responsive and responsible bidder, and

(ii) The best interest of the state will not permit the delay attendant to a resolicitation under revised specifications, or for revised quantities, under competitive sealed bidding as provided in Section 10.02 (“Competitive Sealed Bidding”), then a negotiated award may be made as set forth in subsection (2) or (4) of this section.

2. Where there is more than one bidder, competitive negotiations, pursuant to Section 10.02 (“Competitive Sealed Bidding”), shall be conducted with the three (3) or two (2) if there are only two (2) bidders, determined in writing to be the lowest responsive and responsible bidders to the competitive sealed bid invitation. Competitive negotiations shall be conducted under the following restrictions:

(i) If discussions pertaining to the revision of the specifications or quantities are held with any potential offeror, all other potential offerors shall be afforded an opportunity to take part in such discussions; and

(ii) A request for proposals, based upon revised specifications or quantities, shall be issued as promptly as possible, shall provide for an expeditious response to the revised requirements, and shall be awarded upon the basis of the lowest bid price, or lowest evaluated bid price submitted by any responsive and responsible offeror.

3. Contracts may be competitively negotiated when it is determined in writing by the Judicial Purchasing Agent that the bid prices received by competitive sealed bidding were not independently reached in open competition, and for which:

- (i) Each competitive bidder has been notified of the intention to negotiate and is given reasonable opportunity to negotiate; and
- (ii) The negotiated price is lower than the lowest rejected bid by any competitive bidder; and
- (iii) The negotiated price is the lowest negotiated price offered by a competitive offeror.

4. When, after competitive sealed bidding, it is determined in writing that there is only one responsive and responsible bidder, a negotiated award may be made with the bidder.

#### H. Protest Procedures

A mere disagreement with the decision of the Judicial Purchasing Committee does not constitute grounds for a protest. A “protest” for purposes of these procedures is a written objection by an interested party to any of the following:

- a solicitation of other requests for offers for the procurement of products or services;
- an award or proposed award of a procurement; and
- a cancellation of the solicitation or other request.

##### 1. Interested Parties

For purposes of filing a protest, an interested party means an actual or prospective offeror whose direct economic interest would be affected by the award of a procurement or by the failure to award a procurement.

##### 2. Filing and Form of Protest

A Judiciary protest must be filed in writing with the Chief Purchasing Officer with a copy to the Judicial Purchasing Committee within two (2) calendar weeks after the interested person knows or should have known of the facts giving rise to the protest. A statement of intent to file a protest is not a protest.

Protests must include the protestor’s name, address and telephone number, fax number and email address, the solicitation or procurement number, the identity of the contracting activity, and a detailed statement of all legal and factual grounds for the protest including a description of the alleged prejudice to the protestor, copies of all relevant documents, a request of relief and the protestor’s suggested form of relief, all information establishing that the protestor is an interested party, and proof of timeliness.

##### 3. Protest Decision

The Chief Purchasing Officer shall forward the protest to the Judicial Purchasing Committee along with his explanation and recommendation. The Judicial Purchasing Committee or its designee shall issue a written decision on the protest within ten (10) business days after the filing of the protest that provides sufficient explanation for the basis of the decision.

4. Protest Filed Before Award

When a timely protest has been filed with the Chief Purchasing Officer before award, award may not be made until the matter has been resolved, unless the Chief Purchasing Officer with the concurrence of the Judicial Purchasing Committee determines in writing that urgent and compelling circumstances which significantly affect the interests of the Judiciary will not permit delay of the award until the protest has been resolved, and that the award must be made without awaiting the decision. When authorized to make an award before a protest is resolved, the Chief Purchasing Officer must inform the protestor in writing of the Judiciary's determination to proceed with the award.

5. Protest Filed After Award

When a protest is filed within two (2) calendar weeks after an award, the Chief Purchasing Officer shall immediately suspend performance pending resolution of the protest by the Judicial Purchasing Committee or its designee. Performance need not be suspended in those circumstances where the Chief Purchasing Officer determines in writing, that urgent and compelling circumstances exist or it is otherwise in the best interests of the Judiciary to allow the contractor to proceed. Prior to making such a determination, the Chief Purchasing Officer must consult with and obtain the approval of the Judicial Purchasing Committee.

**Section 10.03 Competitive Negotiations**

Competitive negotiation shall mean a specialized bidding procedure characterized by modifications to the offers of at least two vendors and/or alteration of the specifications for which, or the terms and conditions under which, the state has solicited offers.

A contract may be awarded by competitive negotiation when the Judicial Purchasing Agent determines in writing that the use of competitive sealed bidding is not practicable where:

- Lowest price is not the sole or primary consideration to be used in determining an award; or
- Performance is neither specific nor objective, and open to the offeror's interpretation; or
- It is otherwise anticipated that offers may be substantially different and that there is insufficient common ground for objective comparison; or
- It is anticipated that changes will be made after proposals are opened and that the nature of the proposals and/or prices offered will be negotiated prior to award.

Requests for Proposal (RFP) shall be utilized to solicit competitive offers.

A. Content of Request for Proposal

1. Wherever possible, the Request for Proposal shall define the performance or benefit required and shall set forth specific criteria to be utilized in evaluation of offers.
2. The request for proposals shall indicate the relative importance of price and other evaluation factors.

## B. Procedure for Competitive Negotiations

Adequate public notice of the request for proposals to be negotiated shall be given in the same manner as Competitive Sealed Bidding as provided in Section 10.02(B)(3) (“Notification and Advertising”).

Written or oral discussions may be conducted with all responsible offerors who submit proposals determined in writing to be reasonably susceptible of being selected for award. Discussions shall not disclose any information derived from proposals submitted by competing offerors. Award shall be made by the Judicial Purchasing Committee or its designee(s) to the responsible offeror whose proposal is determined in writing to be the most advantageous to the Judiciary, taking into consideration price and the evaluation factors set forth in the request for proposals. Discussions need not be conducted:

- (1) With respect to prices, where the prices are fixed by law or regulation, except that consideration shall be given to competitive terms and conditions;
- (2) Where time of delivery or performance will not permit discussions; or
- (3) Where it can be clearly demonstrated and documented from the existence of adequate competition or accurate prior cost experience with the particular supply, service, or construction item that acceptance of an initial offer without discussion would result in fair and reasonable prices, and the request for proposals notifies all offerors of the possibility that an award may be made on the basis of the initial offers.

### **Section 10.04 Non Competitive Negotiations**

Non competitive negotiation shall mean the establishment of contractual terms and conditions, including but not limited to contract price, by discussions with a single vendor, outside of the procedures established for competitive bidding.

### **Section 10.05 Exceptions**

The following exceptions to competitive bidding are permitted; however, the Judicial Purchasing Agent and/or Judicial Purchasing Committee may require competitive bidding in any circumstance where it is determined that competition may enhance the Judiciary’s ability to attain cost savings:

- Contractual services where no competition exists, such as telephone service, electrical energy, and other public utility services;
- Instructional materials available from only one source;
- Where rates are fixed by law or ordinance;
- Library books, research or reference materials, services or software;
- Professional, technical, or artistic services
- Goods or services obtained by one state agency from another (such as printing or services from Prison Industries or use of Central Service Accounts)

Competition should be sought for any open market purchase unless:

- Exigencies require the immediate delivery of the products or performance of the services due to unusual and compelling urgency (**emergency**);
- Only one responsible source of supply is available and no other products or services will satisfy Judiciary requirements (**sole source**);
- The services are required to be performed by a contractor or consultant in person and are of a professional, technical or consulting nature (**professional, technical and consulting assistance**); or
- The purchase is an open market fixed price purchase for a product or service up to \$5,000 (**small purchase**).

A. Emergency

The Judicial Purchasing Committee shall be permitted to react quickly to critical or urgent situations when the cost for a remedy or repair and there is not sufficient time to undertake a public, formal, or informal bidding process.

Notwithstanding any other provision of this chapter, the Judicial Purchasing Committee may make or authorize others to make emergency procurements when there exists an unusual and compelling urgency, including but not limited to failures of critical equipment, a threat to public health, welfare, or safety under emergency conditions; provided, that the emergency procurements shall be made with such competition as is practicable under the circumstances.

A written determination of the basis for the emergency, and for the selection of the particular contractor, shall be included in the contract file.

B. Sole source

The Judiciary shall take all reasonable steps to avoid contracting without providing for full and open competition, however, there are valid circumstances when it is both necessary and in the best interest of the Judiciary to award a sole source procurement.

Sole source is a term used to designate that only one responsible supplier exists that is capable of providing a particular product or service. Sole source purchases are an exception to the judicial competitive bidding policy, and must always be in writing. The Judicial Purchasing Committee will approve sole source purchases on a case-by-case basis. In the case of an emergency, the Chief Purchasing Officer or his designee may serve as the authority for sole source purchasing.

1. *Sole source categories may include:*

- (a) items of a unique nature which are unavailable from other sources due to patents or proprietary processes;
- (b) books, maps, periodicals, and technical pamphlets, films, video and audio cassettes obtained from publishers;
- (c) certain computer software;
- (d) licenses - computer software, electronic transmittal;
- (e) specialized replacement/repair parts or expansion parts necessary to maintain the integrity of system or function, e.g. scientific research;

- (f) works of art for museum or public display;
- (g) specialized services for which there is only one documented accepted source, such as transactions involving unique professional services and/or educational institutions, e.g., visiting speakers or professors, and performing artists; repair/maintenance agreements with manufacturers;
- (h) advertisements, public notices in magazines, trade journals, newspapers, television, public relations and advertising campaign services;
- (i) maintenance contracts based upon sole source determination shall be subject to the following:
  - (a) Annual maintenance contracts not covered by a master price agreement (MPA) in excess of \$50,000 shall require approval by the Judicial Purchasing Committee.
  - (b) All multi-year contracts shall require approval by the Judicial Purchasing Committee.
- (j) services provided by certain non profit agencies
- (k) Guest speakers, honoraria, subscriptions, dues, memberships and other similar items will be treated as sole source, and do not require sole source justification documentation.

C. Professional, Technical and Consulting Assistance

The Judiciary shall be permitted to retain such professional, technical and consulting services as it deems necessary, including but not limited to legal, medical, dental, architectural, or engineering services, and to set the amounts and terms of such service contracts, subject to the approval of the Judicial Purchasing Committee.

D. Small Purchases

Small purchase procedures are for use in making open market fixed price purchases for products or services up to \$5,000, with competition via competitive sealed bidding, competitive negotiation or informal competitive bids, or without competition, provided that the Judicial Purchasing Agent determines the price to be reasonable.

E. Informal Competitive Bids

Oral quotations (including telephone) may be solicited for small purchase orders. If the Judicial Purchasing Agent is unable to verify prices using published lists/catalogs or by market analysis, the lowest quotation obtained by telephone solicitation for procurements shall be confirmed in writing.

An informal bid shall be distinguished by:

- (a) lack of a specific time by which bids must be submitted;
- (b) lack of sealed written bids; quotes may be oral on the spot or by telephone and confirmed at a later date in writing;
- (c) lack of an opening and reading of bids;
- (d) the solicitation of selected registered or unregistered bidders who are potential suppliers for the commodity or service to be procured and/or vendors suggested for consideration.

Informal bids shall be solicited from a minimum of three suppliers. All informal bid invitations shall be conducted in such fashion as to maximize the opportunity for participation of all responsible suppliers.

When informal competitive bids are received in accordance with the provisions contained herein and award is not made to the low bidder, the file shall be annotated with statements of how the supplier was selected and why the price is fair and reasonable.

F. Direct Billing

Direct invoicing, the means of paying a bill without having to create a purchase order, should be done for the following instances:

- a. Utilities;
- b. Food;
- c. Telephone bills;
- d. Registration fees; and
- e. In-state travel reimbursement.

Bills that meet these criteria should be forwarded to the Judiciary's Accounts Payable Department for payment.

**Article XI. Contractor Prequalification, Qualification and Solicitation**

The Judiciary shall procure from responsible contractors only. Therefore, the Judicial Purchasing Committee must not solicit offers from, award procurements to, or consent to subcontracts with debarred, suspended, or ineligible contractors or affiliates thereof, unless the Judicial Purchasing Committee determines that there is a compelling reason for such action in the interest of the Judiciary.

- A reasonable inquiry to determine the financial strength and responsibility of a business which is a bidder or offeror shall be conducted and a written determination of responsibility shall be made. Said financial analysis may include the review of the business by a nationally recognized commercial credit reporting bureau. Credit bureau reports may be required by the Chief Purchasing Officer in conjunction with a financial analysis.
- Except as otherwise provided by law, information furnished by a bidder or offeror pursuant to this section may not be disclosed outside of Judiciary without prior written consent of the bidder or offeror.

**Section 11.01 Definitions**

A. Registered Suppliers- the names of interested suppliers who have submitted completed Judiciary Bidder Registration Forms to the Judicial Purchasing Office that have been reviewed and approved by the Judicial Purchasing Agent.

B. Unregistered Suppliers - suppliers that have not expressed interest in selling to the Judiciary by submitting a Judiciary Bidder Registration Form, but who have been determined by the Judicial Purchasing Agent, due to the nature of the firm's status in the market, to be responsible and qualified with regard to particular commodities. Inclusion of any firm on the Judiciary Bidders List without a supporting registration form shall be permitted with the written approval of the Judicial Purchasing Agent.

### **Section 11.02 Responsibilities of Bidders and Offerors**

A written determination of responsibility of a bidder or offeror shall be made by the Judicial Purchasing Agent. The Judicial Purchasing Agent may utilize factors such as financial capability, reputation, management, etc., to evaluate the responsibility and qualifications of potential suppliers in order to develop a list of prospective bidders qualified to be sent invitations to bid. The failure of a bidder or offeror to supply information promptly (within 5 business days or unless otherwise specified) in connection with an inquiry related to responsibility may be grounds for a determination of nonresponsibility.

The Judicial Purchasing Agent may disqualify a supplier, contractor, or subcontractor from participating in Judiciary Bidding Lists. Just cause for such determination may include but shall not be limited to:

- Lack of a properly prepared and submitted Bidder Registration Form;
- Refusal to submit a Bidder Registration Form;
- Falsification of information on Bidder Registration or Certification Forms;
- Suspension or debarment by the federal government or the Rhode Island Department of Administration;
- Conviction of fraud or perjury;
- Lack of competence, financial responsibility, or other limitations related to the ability of a supplier to provide the goods and services indicated on its Bidder Registration Form;
- Failure of a bidder or offeror to promptly supply information in connection with an inquiry, including but not limited to financial statements and business references, shall be grounds for a determination of nonresponsibility with respect to such a bidder or offeror; or
- Any reason stipulated in Section 11.08 entitled “Vendor Disqualification” of these regulations.

Based on the Judicial Purchasing Agent's review of a supplier's level of financial responsibility and/or qualification, the Judicial Purchasing Agent may restrict the items or size of orders for which a supplier will be solicited. Restriction shall relate to:

- limiting the kinds of goods and services for which the supplier may be solicited to a portion of those indicated on a Bidder Registration Form.
- limiting the scope/amount of goods and services for which the supplier may be solicited (e.g., categorizing a contractor by the size of construction projects it is deemed capable of undertaking).

### **Section 11.03 Bidder Registration Form**

The Judicial Purchasing Agent may require interested suppliers to submit completed Bidder Registration Forms to the Judicial Purchasing Office for consideration by the Judicial Purchasing Agent. If required bidder certifications are determined to be invalid, the Purchasing Agent may declare the purchase order void.

A copy of the Judiciary's General Terms and Conditions of Purchase shall be made available with the Bidder Registration Form.

The Bidder Registration Form shall be signed by a representative of the supplier who has the capacity to enter into contracts. The signature shall be an original signature made in ink and dated by the signatory. The signature shall affirm that:

- any and all information on the Registration Form is true and accurate;
- the existence of relationship (blood, spousal, adoptive, financial, etc.) between a principal of the firm and any State/Judiciary employee where a conflict of interest may exist has been disclosed; and
- that falsification of information contained on a signed Registration Form may be grounds for criminal charges of perjury and that conviction of such charges may be grounds for debarment.

As a prerequisite condition for contract award, the Judicial Purchasing Agent may require any bidder to complete a Bidder Registration Form and/or submit current certifications of financial responsibility, affirmative action compliance, drug-free free environment, and status as small, women-owned and/or disadvantaged businesses.

The Judicial Purchasing Agent may require registered suppliers to resubmit updated Bidder Registration Forms annually.

### **Section 11.04 Bidder Registration Fee**

The Chief Purchasing Officer may adopt regulations to establish an annual fee, of not less than twenty-five dollars (\$25.00), which shall be paid by all potential bidders requesting to subscribe to solicitation mailings for public bids for specific types of supplies, services, and construction during a fiscal year, and may waive said fee for Rhode Island firms. Additionally, the Chief Purchasing Officer may delegate to the Judicial Purchasing Agent the authority to waive said fee for an individual solicitation and to include unregistered bidders in the solicitation in the interest of expanding competition. Nothing herein shall prevent any interested party from submitting a bid in response to any solicitation of which they become aware.

### **Section 11.05 Vendor Information Files**

The Judicial Purchasing Office shall maintain Vendor Information Files for the following documentation purposes:

- A. General
  - Bidder Registration Forms

- Results of investigations for prequalification, responsibility, suspension, debarment, restriction, and nonperformance
- Certifications
- Correspondence

B. Bidding History

C. Performance History

- Solicited and unsolicited reports regarding contract performance (e.g., quality, responsiveness) shall be recorded in the Vendor Information File.
- Complaints shall be investigated by Judicial Purchasing Office staff, the results submitted to the Judicial Purchasing Agent for adjudication, and the results documented and maintained in the Vendor Information File.

Potential bidders who have been determined by the Judicial Purchasing Agent to be brokers or jobbers shall not be included on Judiciary Bidders Lists.

Firms bidding on construction or building renovation must demonstrate an ability to perform a substantial portion of the subject work using their own forces. Bidders who do not maintain permanent workforces, or who propose to subcontract a disproportionate percentage of project work shall be considered unqualified, and the Judicial Purchasing Agent reserves the right to reject their offers.

**Section 11.06 Prequalification of Contractors**

The Chief Purchasing Officer may provide for prequalification of suppliers as responsible prospective contractors for particular types of supplies, services, and construction. Solicitation mailing lists of potential contractors of such supplies, services, and construction shall include but need not be limited to such prequalified contractors.

Prequalification shall not foreclose a written determination:

- (1) Between the time of the bid opening or receipt of offers and the making of an award, that a prequalified supplier is not responsible; or
- (2) That a supplier who is not prequalified at the time of bid opening or receipt of offers is responsible.

Prequalification information may be submitted within a time period subsequent to a project bidder's conference, which period has been specified in the bid solicitation.

The Judicial Purchasing Agent may conduct supplementary prequalification examinations of registered bidders prior to solicitation or award which include, but are not limited to:

- requirement for additional certification(s);
- requirement for demonstration of additional licensure;
- requirement for recent financial information;
- submission of an affirmative action employment plan;
- submission of the names of proposed small disadvantaged business; and/or

- subcontractors and the value of such subcontracts.

Inclusion of a supplier on Judiciary Bidders Lists shall not constitute a prequalification determination for a specific procurement.

### **Section 11.07 Construction Management**

A person who bids on a construction management contract shall provide the following information, which information shall constitute the prequalifications for a construction management contract:

A. Firm history

Name of the firm, location of principal and branch offices, length of time in business, firm ownership structure, and annual construction management volume for each of the past five (5) years including number of projects and total construction volume.

B. Personnel

Total number of the firm's personnel, other than secretarial/clerical, by professional or skill group and outside firms which will be used to provide such services as estimating, value engineering analysis, scheduling or computer services.

C. Experience

Information regarding projects which the firm has constructed during the past five (5) years, including those where the firm has served as construction manager: project name and address, year completed, type of project, construction cost, and a reference(s).

D. Project Staffing

1. The firm's proposed management staff for the project, including an organizational chart identifying the firm's key staff members and showing how each staff member interacts with other staff members assigned to the project, and
2. A detailed resume for each key staff member which summarizes education, professional registration, professional society membership, construction experience, and construction management project experience.

E. Services

1. Scope of preconstruction phase services, including how such services are provided, with specific attention to the first budget estimate, methods of cost control, scheduling, value engineering and the method of reporting project status and schedule position;
2. Scope of construction phase services and how such services are to be provided;
3. The firm's method of working with the project architects, engineers, consultants and other planning team members; and
4. The firm's method of coordinating the efforts of various trade contractors.

### **Section 11.08 Vendor Disqualification**

The Judicial Purchasing Agent, with the approval of the Judicial Purchasing Committee, may disqualify a supplier, contractor, or subcontractor from participating in Judiciary procurements. Disqualification may result in any of the following actions being taken:

1. Debarment - permanent removal from Judiciary Bidders Lists and exclusion from all subsequent procurements, and termination of all outstanding Judiciary contracts; or
2. Suspension - temporary removal from Judiciary Bidders Lists and exclusion from subsequent procurements, and termination of outstanding contracts (at the discretion of the Judicial Purchasing Agent) for a specified period of time; or
3. Removal - deletion from Judiciary Bidders Lists, without interruption of outstanding contracts or the ability to participate in subsequent procurements; or
4. Rejection - lack of inclusion on Judiciary Bidders Lists or non-consideration of an offer submitted for a particular procurement, based on lack of demonstrated responsibility or competency.

A. Rejection and Removal

A vendor's offer for a specific procurement may be rejected for any of the causes described for suspension, or where, in the judgment of the Judicial Purchasing Agent, with the approval of the Judicial Purchasing Committee, the vendor does not possess the capacity, capability, or integrity requisite for the procurement.

Failure to respond to three consecutive solicitations for products or services that a vendor has indicated an interest or ability in supplying on a Bidder Registration form, or a demonstrated lack of success in receiving awards, shall constitute grounds for removal from the Judiciary Bidders List(s) in question.

B. Debarment and Suspension from Bidders List

1. Applicability

A debarment or suspension judgment against a part of a corporate entity constitutes debarment or suspension of all of its divisions and all other organizational elements, except where the action has been specifically limited in scope and application, and may include all known corporate affiliates of a contractor, when such offense or act occurred in connection with the affiliate's performance of duties for or on behalf of the contractor, or with the knowledge, approval, or acquiescence of the contractor or one or more of its principals or directors, or where the contractor otherwise participated in, knew of, or had reason to know of the acts.

The fraudulent, criminal or other serious improper conduct of any officer, director, shareholder, partner, employee, or any other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval, or acquiescence. The contractor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

2. Just Cause for Debarment

Just cause for debarment may include, but shall not be limited to:

- a. Conviction or final adjudication by a court or administrative agency of competent jurisdiction of any of the following offenses:
    - Criminal offense incident to obtaining or attempting to obtain a public contract or subcontract, or the performance of such contract or subcontract, in any jurisdiction, or
    - Criminal offense involving embezzlement, theft, fraud, perjury, forgery, bribery, falsification or destruction of records, receiving stolen property (or any other offense indicating a lack of business integrity or honesty which seriously and directly affects the contractor's present responsibility as a public contractor), or
    - Violation of state or federal antitrust laws relative to the submission of bids or proposals (including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging), or
    - Violation of state or federal laws regulating campaign contributions;
    - Violation of state or federal laws regulating equal employment opportunity or handicapped access.
  - b. Violation of the terms of a public agreement or transaction so serious as to affect the integrity of any agency program;
  - c. Falsification of information on a bid submission or Bidder Registration form, subcontracting plan, or affirmative action plan;
  - d. Substantial nonperformance on two or more contracts;
  - e. Debarment by the federal government or the Rhode Island Department of Administration; or
  - f. Withdrawal, without written permission of the Judicial Purchasing Agent, of two or more bids after an award has been announced.
3. Just cause for Suspension
- Just cause for suspension may include, but shall not be limited to:
- a. Any cause for debarment, depending on the severity of the violation;
  - b. An indictment or any information filed by a public agency charging a criminal offense as described above for debarment;
  - c. Substantial evidence of willfully supplying materially false information incident to obtaining or attempting to obtain or performing any public contract or subcontract, or willful failure to comply with requirements imposed upon contractors or subcontractors by law or regulation;
  - d. Suspension by the federal government or the Rhode Island Department of Administration;

- e. Substantial nonperformance on at least one contract;
- f. Lack of responsibility evidenced by:
  - Withdrawal of two or more bids within a two-year period, even with the consent of the Judicial Purchasing Agent, or
  - Correction following public or formal opening of two or more bids within a two-year period, even with the consent of the Judicial Purchasing Agent, or
  - Rejection for non-responsiveness of two or more bids within a two-year period.
- g. A vendor or contractor who knowingly engages as a subcontractor, for a contract awarded by the Judiciary, a vendor or contractor then under a ruling of suspension or debarment by the Judiciary shall be subject to disallowance of cost, annulment or termination of award, issuance of a stop work order, debarment or suspension, as may be judged to be appropriate by the Judicial Purchasing Agent.

4. Duration of Suspension

The Judicial Purchasing Agent may suspend a vendor for not less than a three-month and not more than a two-year period, depending on the severity of a particular violation, provided however that where the cause of the suspension is a criminal indictment as described above, the suspension shall remain in force until such time as the court has disposed of the indictment.

5. Pest Control Services

Upon receipt of an order from the Director of Environmental Management pursuant to section 23-25-28(a)(1) RIGL, the Judicial Purchasing Agent shall take such steps as are necessary to insure that the named business or commercial applicator shall not be eligible to receive Judiciary contracts for pest control services for the duration of the period enumerated in said Director's order.

**Section 11.09 Notification, Protest and Reconsideration**

A. Notice

The Judicial Purchasing Agent shall notify in writing any vendor whom he or she intends to debar or suspend. Such notice shall:

- state the nature of and, in the case of suspension, the duration of the sanction;
- provide the vendor with the rationale for the decision; and
- establish a specific time for reconsideration not less than two weeks nor more than three weeks within which the vendor may provide justification for why such action should not be implemented.

Where issuance of a purchase order or other award to a particular vendor may compromise the best interests of the Judiciary, nothing herein prevents the Judicial Purchasing Agent from directing that a suspension or debarment take effect immediately.

No notice shall be required where the Judicial Purchasing Agent rejects the offer of a bidder for an individual procurement, or removes a registered bidder from one or more Judiciary Bidders List(s), as described above.

**B. Protests**

Protests of decisions rendered by the Judicial Purchasing Agent shall be administered in accordance with the requirements of section 10.02(H) (“Protest Procedures”).

**C. Reconsideration**

Where reconsideration has been requested in writing by a vendor, the Judicial Purchasing Agent shall, upon expiration of the reconsideration period, notify the affected vendor of his or her final decision. Where no such request is received, the action shall be implemented without notice.

A vendor who has been suspended, or rejected from one or more Judiciary Bidders List(s), shall not be reinstated until he has submitted a written request for reinstatement to the Judicial Purchasing Agent, with evidence that the reason for suspension, rejection, or removal has been corrected.

**Section 11.10 Public Works Contracts**

Ability to meet performance bond requirements set forth for public works contractor in Chapters 37-12 and 37-13-14 shall be valid criteria for determination of responsibility, provided that the Judicial Purchasing Agent may waive such requirement for good cause for contracts not exceeding fifty thousand dollars (\$50,000).

**Article XII. General Terms and Conditions of Purchase**

**Section 12.01 General Terms and Conditions**

The Judicial Purchasing Office shall develop and make available to potential suppliers and Judiciary officials a document stating the general terms and conditions applicable to all quotations and judicial purchasing contracts. These terms and conditions are contained in *Appendix A*.

The General Terms and Conditions shall (1) be referenced and made a part of all solicitations for proposals and quotations; all judicial purchase orders, contracts, and letters of authorization; and bidder registration documentation and (2) provide notice to bidders that contract award may be subject to the bidder signing an affirmation (certification) regarding certain legal requirements or restrictions relating to foreign corporations, disadvantaged business enterprises, labor rates, local product preference, etc., as required by the Judicial Purchasing Agent.

When a contract has been entered into between the Judiciary and another party, neither party shall have the legal right to add new terms or conditions without the consent of the other, unless the contract so specifies. Changes in scope, price, and length of contract period shall require contract amendments which are specified in writing. Unanticipated changes may be considered with the express consent of both parties. The issuance of a Purchase Change Order in

accordance with the provisions of the contract and other requirements specified herein shall be considered a binding contract. All contract pricing shall be firm and fixed unless contract language provides for reconsideration, and the length of contract period shall be specified.

A judicial official (or position) from whom the contractor shall obtain direction shall be named and/or a format for written authorization to deliver (e.g., request for delivery form for master pricing agreement) shall be specified.

Issuance of purchase orders shall not be made on the basis of "advise pricing" (or "pricing to be determined") agreements. All commitments shall be on the basis of estimated prices with a "not to exceed" maximum authorization when firm, fixed pricing agreements are not possible.

As appropriate, contracts with the Judiciary shall include clauses which address special conditions/procedures for suspension or termination of a contract not contained in the Judiciary's General Terms and Conditions; e.g., provisions for penalties or forfeitures for contract noncompliance may be included; a convenience termination clause which permits the Judiciary to suspend or terminate, at its own discretion, the performance of work in whole or in part, and to make a settlement of the vendor's claims in accordance with appropriate regulations and applicable contractual conditions.

### **Section 12.02 Purchase Order Contracts**

"Purchase Order" shall mean a document issued by the Judicial Purchasing Agent to formalize a purchase transaction with a vendor. The purchase order shall contain statements as to the quantity, description, and price of the goods or services ordered, applicable terms as to payment, discounts, date of performance, transportation, and other factors or suitable references pertinent to the purchase and execution by the vendor. Purchase orders shall include blanket orders, master pricing agreements, and utility purchase orders.

The entire agreement with the supplier shall, at all times, reside solely in the purchase order and its referenced supplements.

Purchase Order Supplements shall consist of all of the following documents:

1. The Judiciary's General Terms and Conditions of Purchase;
2. The Judiciary's request for quotations or proposals, including specifications;
3. The contractor's offer which is responsive to the solicitation; and/or
4. As appropriate, additional contract provisions.

### **Article XIII. Multi-Year Contracts**

A. Unless otherwise provided, multi-year contracts for supplies and services may be entered into for periods extending beyond the end of the fiscal year in which the contract was made, if funds for the first fiscal year of the contemplated contract are available at the time of contracting and the contract states that payment and performance obligations for succeeding fiscal years shall be subject to the availability of funds therefor.

B. Prior to the utilization of a contract as described in subsection (a) of this section, it shall be determined, in writing, by the Chief Purchasing Officer:

1. That estimated requirements cover the period of the contract, are reasonably firm, and continuing; and
2. That the contract will serve the best interests of the Judiciary by encouraging effective competition or otherwise promoting economics in Judiciary procurement.

C. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent year of a contract as described in subsection (A) of this section, the contract for the subsequent year may be cancelled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from:

1. Appropriations currently available for performance of the contract;
2. Appropriations currently available for procurement of similar supplies or services and not otherwise obligated; or
3. Appropriations made specifically for the payment of cancellation costs.

#### **Article XIV. Letter of Authorization**

When the Judicial Purchasing Agent determines in writing that it is absolutely essential that the vendor be given a binding commitment so that work can be commenced immediately and that negotiation of a definitive contract cannot be accomplished in sufficient time, the Judicial Purchasing Agent may issue a Letter of Authorization (“LA”).

##### **Section 14.01 Definition and Purpose**

A Letter of Authorization (“LA”) shall mean a written instrument binding only when signed by the Judicial Purchasing Agent, which authorizes immediate commencement of implementation of the delivery of supplies or the performance of services. Such instrument shall:

- Represent a preliminary authorization subject to the subsequent issuance of a Purchase Order.
- Be superseded by a definitive contract at the earliest practicable date not later than the expiration of 180 days from the date of the LA or delivery of 40% of the contract.
- Be specifically negotiated and shall address the following contractual requirements that:
  - the vendor will proceed immediately with performance of the contract, including procurement of necessary materials;

- the extent and method of payments in the event of termination for the convenience of the Judiciary or for default;
- the vendor is not authorized to expend monies or incur obligations in excess of the maximum liability of the Judiciary as set forth in the letter contract;
- the type of definitive contract contemplated;
- as many definitive contract provisions as possible;
- the vendor shall provide such price and cost information as may reasonably be required by the Judiciary; and
- the vendor and the Judiciary shall enter into negotiations promptly and in good faith to each agreement and execute a definitive contract.

**Section 14.02 Changes to Purchase Orders**

All agreements and changes to scope of work, price, or other terms shall be incorporated into purchase orders via "change order" documents incorporating contract amendments.

Change Orders issued by the Judicial Purchasing Office shall be the only binding documents which may create a change in a purchase order.

Judiciary personnel shall not commit the Judiciary to technical/contractual changes to purchase orders without first securing all necessary approvals.

All discussions of potential changes (oral or written) may be disclaimed as not being binding on the supplier or the Judiciary until formally incorporated in the purchase order.

In general, change orders shall be issued by the Judicial Purchasing Office following receipt of quotations and discussions of price and delivery with the supplier. If circumstances preclude immediate issuance of a formal change order, interim direction to the supplier may be made via a letter of authorization signed by the Judicial Purchasing Agent.

**Section 14.03 Suspension or Termination of Contract**

A. Suspension of a Contract by the Judiciary

The Judiciary reserves the right at any time and for any reason to suspend all or part of this contract, for a reasonable period, not to exceed sixty days, unless the parties agree to a longer period. The Judiciary shall provide the contractor with written notice of the suspension order signed by the Purchasing Agent or his or her designee, which shall set forth the date upon which the suspension shall take effect, the date of its expiration, and all applicable instructions. Upon receipt of said order, the contractor shall immediately comply with the order and suspend all work under this contract as specified in the order. The contractor shall take all reasonable steps to mitigate costs and adverse impact to the work specified in the contract during the suspension period. Before the order expires, the Judiciary shall either:

- (a) cancel the suspension order;
- (b) extend the suspension order for a specified time period not to exceed thirty (30) days; or
- (c) terminate the contract as provided herein.

The contractor shall resume performance once a suspension order issued under this section is canceled or expires. If as a result of the suspension of performance, there is a financial or schedule impact upon the contract, an appropriate adjustment may be made by, or with the approval of, the Judicial Purchasing Agent. Any adjustment shall be set forth in writing. After a suspension order has been canceled or expires, the contractor shall provide any request for adjustment to the Judicial Purchasing Agent within thirty (30) days after resuming work performance.

B. Termination of a Contract by the Judiciary

1. Termination for Default or Nonperformance

If, for any reason, the contractor breaches the contract by failing to satisfactorily fulfill or perform any obligations, promises, terms, or conditions, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the Judiciary, the Judiciary may terminate the contract, in whole or in part, the termination of all outstanding contracts or sub-contracts held by the contractor, and the suspension or debarment of the contractor from future procurements by giving written notice to the contractor specifying the date for termination. The Judiciary shall endeavor to provide such notice at least seven (7) calendar days before the effective date of the termination.

In the event of a termination for default or nonperformance, in whole or in part, the Judiciary may procure similar goods or services in a manner and upon terms it deems appropriate, and the contractor shall be liable for the excess costs incurred by the Judiciary as a result of the contractor's default. The contractor, or its surety, agrees to promptly reimburse the Judiciary for the excess costs, but shall have no claim to the difference should the replacement cost be less.

2. Termination Without Cause

The Judiciary may terminate the contract in whole or in part without cause at any time by giving written notice to the contractor of such termination at least thirty (30) days before the effective date of such termination. The notice shall specify the part(s) of the contract being terminated and the effective termination date.

Within thirty (30) days of the effective date of the termination of the contract the contractor shall compile and submit to the Judiciary an accounting of the work performed up to the date of termination. The Judiciary may consider the following claims in determining reasonable compensation owed to the contractor for work performed up to the date of termination:

- (a) contract prices for goods or services accepted under the contract;
- (b) costs incurred in preparing to perform and performing the terminated portion of the contract; or
- (c) any other reasonable costs incurred by the contractor as a result of the termination.

The total sum to be paid to the contractor shall not exceed the total contract price, less any payments previously made to the contractor, the proceeds from any sales of goods or manufacturing materials, and the contract price for work not terminated.

### 3. Contractor's Obligations in the Event of Termination

If the contract is terminated for any reason, or expires pursuant to its terms, the contractor shall transfer and deliver to the Judiciary in the manner and to the extent directed by the Judiciary:

- (a) all finished or unfinished material prepared by the contractor; and
- (b) all material, if any, provided to the contractor by the Judiciary.

For the purposes of the contract, "material" shall include, but is not limited to, goods, supplies, parts, tools, machinery, equipment, furniture, fixtures, information, data, reports, summaries, tables, maps, charts, photographs, studies, recommendations, files, audiotapes, videotapes, records, keys, security badges, and documents.

If the contract is terminated for cause, the contractor shall not be relieved of liability to the Judiciary for damages sustained because of any breach by the contractor. In such event, the Judiciary may retain any amounts which may be due and owing to the contractor until such time as the exact amount of damages due the Judiciary from the contractor has been determined by the Judicial Purchasing Agent. The Judiciary may also set off any damages so determined against the amounts retained.

Upon termination of the contract, the contractor shall stop performance on the date specified, terminate any outstanding orders and subcontracts applicable to the terminated portion of the contract, and shall incur no further commitments or obligations in connection with the terminated performance. The contractor shall settle all liabilities and claims arising out of the termination of subcontracts and order generating from the terminated performance. The Judiciary may direct the contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the Judiciary or a third party.

Terminations of Purchase Order Contracts or Master Pricing Agreements shall require the signature of the Judicial Purchasing Agent or his designee. Notice of termination by either party shall be submitted in writing to the other party in accordance with the termination clause of the contract, or where no specific termination clause is included, written notice shall be provided no later than thirty (30) days before the expiration of the contract.

## **Article XV. Presumption of Correctness and Finality of Determinations**

### **Section 15.01 Decision Presumed To Be Correct**

The decision of the Judicial Purchasing Committee or any official, agent, or other person designated by the Judiciary concerning any controversy arising under, or in connection with, the solicitation or award of a contract, shall be entitled to a presumption of correctness. The decision

shall not be disturbed unless it was: procured by fraud; in violation of constitutional or statutory provisions; in excess of the statutory authority of the agency; made upon unlawful procedure; affected by other error or law; clearly erroneous in view of the reliable, probative, and substantial evidence on the whole record; arbitrary; capricious; characterized by an abuse of discretion; or clearly unwarranted exercise of discretion.

### **Section 15.02 Finality of Determinations**

The determinations required by Section 10.02(G) (Negotiations After Unsuccessful Competitive Sealed Bidding); Section 10.02(H)(3)(Protest Decision); Section 10.03 (Competitive Negotiations); Section 10.05 (Exceptions); and Article XI (Contractor Prequalification, Qualification and Solicitation) shall be final and conclusive unless they are clearly erroneous, arbitrary, capricious, or contrary to law.

### **Article XVI. Authority to Resolve Contract and Breach of Contract Controversies**

Prior to the institution of arbitration or litigation concerning any contract, claim, or controversy, the Chief Purchasing Officer is authorized, subject to approval of the Judicial Purchasing Committee, to settle, compromise, pay, or otherwise adjust the claim by or against or controversy with, a contractor relating to a contract entered into by the Judiciary, including a claim or controversy based on contract, mistake, misrepresentation, or other cause for contract modification or rescission, but excluding any claim or controversy involving penalties or forfeitures prescribed by statute or regulation where an official other than the Chief Purchasing Officer is specifically authorized to settle or determine such controversy.

### **Article XVII. Dispute and Appeals Procedure**

- Any person, firm, or corporation having a lawfully authorized written contract with the Judiciary may bring an action against the Judiciary on the contract, including, but not limited to actions either for breach of contract, enforcement of contract or for both.
- Any such claim shall be commenced in superior court within three (3) years from the date of completion specified in the contract and shall be tried by the court sitting without a jury. The case shall receive a priority position on the calendar. All defenses in law or equity, except the defense of governmental immunity, shall be preserved to the Judiciary.
- The court shall enter its findings as a judgment of the court and such judgment shall have the same effect and be enforceable as any other judgment of the court in civil cases, subject to the provisions of this chapter.
- Appeals may be taken to the supreme court under the same conditions and under the same practice as appeals are taken from judgments in civil cases rendered by the superior court.
- If damages awarded on any contract claim under this section exceed the original amount of the contract, the excess shall be limited to an amount which is equal to the amount of the original contract.
- No person, firm, or corporation shall be permitted more than one money recovery upon a claim for the enforcement of or for breach of contract with the Judiciary.

The Judiciary shall be immune from any liability that might be incurred as a result of exercising judicial purchasing power, and immune from liability for any and all damages sustained by any person, firm, corporation or entity as a result of good faith determinations made by any member of the Judicial Purchasing Office and/or its designee, in the course of its duties under these rules and regulations.

## **Article XVIII. Records**

The Judiciary shall maintain records of all purchases and sales made under its authority and shall make periodic summary reports of all transactions to the State Court Administrator.

### **Section 18.01 Report of Noncompetitive Negotiations and Small Purchases**

A summary shall be compiled annually by the Judicial Purchasing Agent, within ninety (90) days following the close of the fiscal year, of contracts made under Section 10.05 (Exceptions) during that preceding fiscal year. The summary shall name each contractor; shall state the amount and type of each contract, and shall be retained for a period of five (5) years and available for public inspection.

## **Article XIX. Grants**

"Grants" shall mean monies provided by the Judiciary to or on behalf of individuals or entities to underwrite specific costs of services or programs. Although grants may be distributed for specific purposes, payment is not based upon supply of specific units of service or products.

The Judiciary may obtain services or provide programs on behalf of clients through grants to nonprofit or other entities; however, when the payment of "grant" funds is subject to the provision of services or programs, determination of contract award shall be obtained by a request for proposal procedure to obtain the advantages of competition.

Nonprofit status shall not automatically exempt organizations from being subject to competitive purchasing principles.

The Judiciary may utilize the Department of Administration's Office of Purchases to undertake Request for Proposal procedures; however, Judiciary representatives shall be responsible for assisting in the establishment of evaluation criteria and shall participate in the review and evaluation of responses to the Request for Proposal.

All grant contracts entered into by the Judiciary shall be subject to an audit of competitive practices.

Grants in the form of subsidies or general assistance shall be administered by the Judiciary in accordance with legal mandates restricting or defining the use of such funds.

### **Section 19.01 Grants Not Considered Procurements**

The following grants shall not be considered procurements:

- Grants, subsidies, entitlements or benefits purchased.
- Grants in the form of subsidies or general assistance shall be administered by the Judiciary in accordance with legal mandates restricting or defining the use of such funds.
- Grants, subsidies, entitlements or benefits purchased on behalf of, or paid directly to, individuals. Examples include but shall not be limited to:
  - (a) transportation services - public bus, taxicab, ferry;
  - (b) education and recreation benefits;
  - (c) fees - tuition costs, registration; and
  - (d) medical, dental, food stamps, etc.

**Section 19.02 Special Provisions and Requirements for Grants**

A. Contracting Authority.

Judicial grantor directors may delegate contracting authority to enter into agreements for the purpose of distributing grants. Delegated contracting authority does not require the issuance of a purchase order.

Grants for the provision of programs, services, and facility improvements shall not be authorized without agreements or contracts which:

- specify the purpose for the grant;
- specify method and terms of payment;
- define service or product, if required;
- outline any legal limitations on the funding;
- set a time limit for distribution of funds;
- require maintenance of records for a specified period of time;
- provide for auditing; and
- provide for termination of the agreement/contract.

**Article XX. Fixed Asset Management**

The Judiciary will provide SFA12 (Report of Fixed Assets) information and follow the fixed asset thresholds for all assets as set forth by the Department of Administration, to be recorded in the State’s central fixed asset database. The Judiciary will use inventory tags supplied by the Department of Administration Office of Accounts and Control so as to effectuate the expedient processing of invoices relating to capital purchases.

**Article XXI. Effective Date**

The rules and regulations contained herein shall become effective when filed with the Secretary of State. They are to be considered a public record and available for public inspection.

**Article XXII. Amendment and Suspension of Rules and Regulations**

These rules and regulations, or any portion thereof, may be amended or rescinded by the State Court Administrator, with the approval of the Chief Justice, provided notice of the

substance of the proposed amendment is submitted in writing. The amendments, rescissions or suspension of rules shall become effective immediately upon filing with the Secretary of State in the same manner as the original rules.

Submitted by:

---

J. Joseph Baxter  
State Court Administrator

With the approval of :

---

Frank J. Williams  
Chief Justice

Dated:

---

## APPENDIX A

<p style="text-align: center;"><b>RHODE ISLAND JUDICIARY</b> <b>GENERAL TERMS AND CONDITIONS OF PURCHASE</b></p>
--

### *Preamble*

The Judicial Purchasing Office may, from time to time, make amendments to the General Terms and Conditions when the Judicial Purchasing Agent determines that such amendments are in the best interest of the Judiciary. Amendments shall be made available for public inspection at the Office of the Secretary of State but shall not require formal public notice and hearing. Copies of the Terms and Conditions shall be provided to any individual or firm requesting to become a registered bidder. Applicants shall be required, as part of the application process, to certify that they have read the General Terms and Conditions and understand that they apply to all judicial purchases.

### **JUDICIAL PURCHASING OFFICE GENERAL CONDITIONS OF PURCHASE**

---

All Judicial purchase orders, contracts, solicitations, delivery orders and service requests shall incorporate and be subject to the provisions of Rhode Island General Laws 8-15-4 and the judicial purchasing rules and regulations adopted pursuant thereto, all other applicable provisions of the Rhode Island General Laws, specific requirements described in the Request or Contract, and the following General Conditions of Purchase:

1. **GENERAL**

All purchase orders, contracts, solicitations, delivery orders, and service requests are for specified goods and services, in accordance with express terms and conditions of purchase, as defined herein. For the purposes of this document, the terms "bidder" and "contractor" refer to any individual, firm, corporation, or other entity presenting a proposal indicating a desire to enter into contracts with the Judiciary, or with whom a contract is executed by the Judicial Purchasing Agent, and the term "contractor" shall have the same meaning as "vendor".

2. **ENTIRE AGREEMENT**

The Judiciary's Purchase Order, or other Judiciary contract endorsed by the Judicial Purchasing Office, shall constitute the entire and exclusive agreement between the Judiciary and any contractor receiving an award. In the event any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern.

All communication between the Judiciary and any contractor pertaining to any award or contract shall be accomplished in writing.

a. Each proposal will be received with the understanding that the acceptance, in writing, by contract or Purchase Order by the Judicial Purchasing Agent of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the Judiciary. This shall bind the bidder on his part to furnish and deliver at the prices and in accordance with the conditions of said accepted proposal and detailed specifications and the Judiciary on its part to order from such contractor (except in case of emergency) and to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the

extent of funds available for payment of the amounts shown on Purchase Orders issued by the Judiciary to the contractors.

b. No alterations or variations of the terms of the contract shall be valid or binding upon the Judiciary unless submitted in writing and accepted by the Judicial Purchasing Agent. All orders and changes thereof must emanate from the Judicial Purchasing Office: no oral agreement or arrangement made by a contractor with an agency or employee will be considered to be binding on the Judicial Purchasing Agent, and may be disregarded.

c. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless:

1. terminated prior to expiration date by satisfactory delivery against orders of entire quantities, or
2. extended upon written authorization of the Judicial Purchasing Agent and accepted by the contractor, to permit ordering of the unordered balances or additional quantities at the contract price and in accordance with the contract terms, or
3. canceled by the Judiciary in accordance with other provisions stated herein.

d. It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Judicial Purchasing Agent.

e. If, subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the bidder or contractor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the contractor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to the Judicial Purchasing Office, and expressly accepted.

f. The contractor or bidder further warrants by submission of an offer or acceptance of a purchase order or other contract that he has no knowledge at the time of such action of any outstanding and delinquent or otherwise unsettled debt owed by him to the Judiciary, and agrees that later discovery by the Judicial Purchasing Agent that this warranty was given in spite of such knowledge, except where the matter is pending in hearing or from any appeal therefrom, shall form reasonable grounds for termination of the contract.

### 3. SUBCONTRACTS

No subcontracts or collateral agreements shall be permitted, except with the Judiciary's express written consent. Upon request, contractors must submit to the Judicial Purchasing Office a list of all subcontractors to be employed in the performance of any Purchase Order or other contract arising from this Request.

### 4. RELATIONSHIP OF PARTIES

The contractor or bidder warrants, by submission of an offer or acceptance of a purchase order or other contract, that he is not an employee, agent, or servant of the Judiciary, and that he is fully qualified and capable in all material regards to provide the specified goods and services. Nothing herein shall be construed as creating any contractual relationship or obligation between

the Judiciary and any sub-bidder, subcontractor, supplier, or employee of the contractor or offeror.

5. COSTS OF PREPARATION

All costs associated with the preparation, development, or submission of bids or other offers will be borne by the offeror. The Judiciary will not reimburse any offeror for such costs.

6. SPECIFIED QUANTITY REQUIREMENT

Except where expressly specified to the contrary, all solicitations and contracts are predicated on a specified quantity of goods or services, or for a specified level of funding.

a. The Judiciary reserves the right to modify the quantity, scope of service, date of delivery or completion, or funding of any contract, with no penalty or charge, by written notice to the contractor, except where alternate terms have been expressly made a part of the contract.

b. The Judiciary shall not accept quantities in excess of the specified quantity except where the item is normally sold by weight (where sold by weight, the Judiciary will not accept quantities greater than ten per cent [10%] of the specified quantity), or where the Request or Contract provides for awards for other than exact quantities.

c. Purchase Orders or other contracts may be increased in quantity or extended in term without subsequent solicit with the mutual consent of the contractor and the Judiciary, where determined by the Judicial Purchasing Agent to be in the Judiciary's best interest.

7. TERM AND RENEWAL

Where offers have been requested or contracts awarded for terms exceeding periods of twelve (12) months, it is mutually understood and agreed that the Judiciary's commitment is limited to a base term not to exceed twelve (12) months, subject to renewal annually at the Judiciary's sole option for successive terms as otherwise described, except where expressly specified to the contrary. Purchase orders appearing to commit to obligations of funding or terms of performance may be executed for administrative convenience, but are otherwise subject to this provision, and in such cases the Judiciary's renewal shall be deemed to be automatic, conditional on the continued availability of appropriated funds for the purpose, except as written notice of the Judiciary's intent not to renew is served.

8. DELIVERY/COMPLETION

Delivery must be made as ordered and/or projects completed in accordance with the proposal. If delivery qualifications do not appear on the bidder's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within seven (7) calendar days. If the project completion date is not specified in the proposal, the date shall be determined by the Judicial Purchasing Agent. The decision of the Judicial Purchasing Agent, as to reasonable compliance with the delivery terms, and date of completion shall be final. Burden of proof of delay in receipt of order shall rest with the contractor. No delivery charges shall be added to invoices except when authorized on the Purchase Order.

9. FOREIGN CORPORATIONS

In accordance with Title 7 Chapter 1.1 (“Business Corporations”) of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in this state until it shall have procured a certificate of authority so to do from the Secretary of State.

10. PRICING

All pricing offered or extended to the Judiciary is considered to be firm and fixed unless expressly provided for to the contrary. All prices shall be quoted F.O.B. Destination with freight costs included in the unit cost to be paid by the Judiciary, except, where the Request or Contract permits, offers reflecting F.O.B. Shipping Point will be considered, and freight costs may then be prepaid and added to the invoice.

11. COLLUSION

Bidder or contractor warrants that he has not, directly or indirectly, entered into any agree participated in any collusion or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the bid.

12. PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES

Bidder or contractor warrants that he has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the Judiciary for the purpose of obtaining any contract or award issued by the Judiciary. Bidder or contractor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the Judiciary, except as shall have been expressly communicated to the Judicial Purchasing Agent in writing prior to acceptance of the contract or award in question. Subsequent discovery by the Judiciary of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) or contractor(s) involved.

13. AWARDS

Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of sixty (60) days following the bid opening unless expressly provided for to the contrary in the Request, and may not be withdrawn during this period without the express permission of the Judicial Purchasing Agent.

a. Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the Judiciary. The Judiciary reserves the right to determine those offers which are responsive to the Request, or which otherwise serve its best interests.

b. The Judiciary reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the Judiciary may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon

the Judiciary to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.

c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the Judiciary may, at the option of the Judiciary, be

1. rejected as being non-responsive, or
2. set aside in favor of the Judiciary's terms and conditions (with the consent of the bidder), or
3. accepted, where the Judicial Purchasing Agent determines that such acceptance best serves the interests of the Judiciary.

Acceptance or rejection of alternate or counter-offers by the Judiciary shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.

d. Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.

e. Bids must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.

f. The Judicial Purchasing Agent reserves the right to determine the responsibility of any bidder for a particular procurement.

g. The Judicial Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in his judgment the best interests of the Judiciary will be served by so doing.

h. The Judicial Purchasing Agent reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.

i. Preference may be given to bids on products raised or manufactured in the State of Rhode Island, other things being equal.

j. The impact of discounted payment terms shall not be considered in evaluating responses to any Request.

k. The Judicial Purchasing Agent reserves the right to act in the Judiciary's best interests regarding awards caused by clerical errors by the Judicial Purchasing Office.

#### 14. SUSPENSION AND DEBARMENT

The Judicial Purchasing Agent may suspend or debar any vendor or potential bidder, for good cause shown:

a. A debarment or suspension against a part of a corporate entity constitutes debarment or suspension of all of its divisions and all other organizational elements, except where the action has been specifically limited in scope and application, and may include all known corporate affiliates of a contractor, when such offense or act occurred in connection with the affiliate's performance of duties for or on behalf of the contractor, or with the knowledge, approval, or acquiescence of the contractor or one or more of its principals or directors (or where the contractor otherwise participated in, knew of, or had reason to know of the acts).

b. The fraudulent, criminal or other serious improper conduct of any officer, director, shareholder, partner, employee, or any other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval or acquiescence. The contractor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

c. A vendor or contractor who knowingly engages as a subcontractor for a contract awarded by the Judiciary to a vendor or contractor then under a ruling of suspension or debarment by the Judiciary shall be subject to disallowance of cost, annulment or termination of award, issuance of a stop work order, or debarment or suspension, as may be judged to be appropriate by the Judicial Purchasing Agent.

## 15. PUBLIC RECORDS

Contractors and bidders are advised that certain documents, correspondence, and other submissions to the Judicial Purchasing Office may be voluntarily made public by the Judiciary absent specific notice that portions of such submittals may contain confidential or proprietary information, such that public access to those items should be withheld.

## 16. PRODUCT EVALUATION

In all specifications, the words "or equal" are understood after each article when manufacturer's name or catalog are referenced. If bidding on items other than those specified, the bidder must, in every instance, give the trade designation of the article, manufacturer's name and detailed specifications of the item the bidder proposes to furnish; otherwise, the bid will be construed as submitted on the identical commodity described in the detailed specifications. The Judicial Purchasing Agent reserves the right to determine whether or not the item submitted is the approved equal the detailed specifications.

a. Any objections to specifications must be filed by a bidder, in writing, with the Judicial Purchasing Agent at least 96 hours before the time of bid opening to enable the Judicial Purchasing Office to properly investigate the objections.

b. All standards are minimum standards except as otherwise provided for in the Request or Contract.

c. Samples must be submitted to the Judicial Purchasing Office in accordance with the terms of the proposals and detailed specifications. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating whether or not the bidder desires their return and specifying the address to which they are to be returned (at the bidder's risk and expense), provided they have not been used or made useless by tests; and absent instructions, the samples shall be considered to be abandoned. Award samples may be held for comparison with deliveries.

d. All samples submitted are subject to test by any laboratory the Judicial Purchasing Agent may designate.

## 17. PRODUCT ACCEPTANCE

All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the Judiciary. The Judiciary reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the

Judiciary's option. Contract deliverables specified for procurements of services shall be construed to be work products, and subject to the provisions of this section.

a. Failure by the Judiciary to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the Judiciary's right to subsequently reject the goods in question.

b. Formal or informal acceptance by the Judiciary of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

c. Where the contractor fails to promptly cure the defect or replace the goods, the Judiciary reserves the right to cancel the Purchase Order, contract with a different contractor, and to invoice the original contractor for any differential in price over the original contract price.

d. When materials, equipment or supplies are rejected, the same must be removed by the contractor from the premises of the Judiciary within forty-eight (48) hours of notification. Rejected items left longer than two days will be regarded as abandoned and the Judiciary shall have the right to dispose of them as its own property.

## 18. PRODUCT WARRANTIES

All product or service warranties normally offered by the contractor or bidder shall accrue to the Judiciary's benefit, in addition to any special requirements which may be imposed by the Judiciary. Every unit delivered must be guaranteed against faulty material and workmanship for a period of one year unless otherwise specified, and the Judiciary may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.

## 19. PAYMENT

Unless otherwise provided for by the Request or Contract, payment shall not be made until delivery has been made, or services performed, in full, and accepted. Payment shall not be due prior to thirty (30) working days following the latest of completion, acceptance, or the rendering of a properly submitted invoice.

a. Payment terms other than the foregoing may be rejected as being nonresponsive.

b. No partial shipments, or partial completion will be accepted, unless provided for by the Request or Contract.

c. Where a question of quality is involved, or failure to complete a project by the specified due date, payment in whole or part against which to charge back any adjustment required, shall be withheld at the direction of the Judicial Purchasing Agent. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the Judiciary from taking such discount.

d. Payments for used portion of inferior delivery or late delivery will be made by the Judiciary on an adjusted price basis.

e. Payments on contracts under architectural or engineering supervision must be accompanied by a Certificate of Payment and Statement of Account signed by the architect or engineer and submitted to the Judicial Purchasing Office for approval.

## 20. THIRD PARTY PAYMENTS

The Judiciary recognizes no assigned or collateral rights to any purchase agreement except as may be expressly provided for in the bid or contract documents, and will not accede to any request for third party or joint payment(s), except as provided for in specific orders by a court of competent jurisdiction, or by express written permission of the Judicial Purchasing

Agent. Where an offer is contingent upon such payment(s), the offeror is obligated to serve affirmative notice in his bid submission.

21. SET-OFF AGAINST PAYMENTS

Payments due the contractor may be subject to reduction equal to the amount of unpaid and delinquent state taxes (or other just debt owed to the State), except where notice of delinquency has not been served or while the matter is pending in hearing or from any appeal therefrom.

22. CLAIMS

Any claim against a contractor may be deducted by the Judiciary from any money due him in the same or other transactions. If no deduction is made in such fashion, the contractor shall pay the Judiciary the amount of such claim on demand. Submission of a voucher and payment, thereof, by the Judiciary shall not preclude the Judicial Purchasing Agent from demanding a price adjustment in any case when the commodity delivered is later found to deviate from the specifications and proposal.

a. The Judicial Purchasing Agent may assess dollar damages against a vendor or contractor determined to be non-performing or otherwise in default of their contractual obligations equal to the cost of remedy incurred by the Judiciary, and make payment of such damages a condition for consideration for any subsequent award. Failure by the vendor or contractor to pay such damages shall constitute just cause for disqualification and rejection, suspension, or debarment.

23. CERTIFICATION OF FUNDING

The Chief Purchasing Officer shall provide certification as to the availability of funds to support the procurement for the current fiscal year ending June 30th only. Where delivery or service requirements extend beyond the end of the current fiscal year, such extensions are subject to both the availability of appropriated funds and a determination of continued need.

24. UNUSED BALANCES

Unless otherwise specified, all unused Blanket Order quantities and/or unexpended funds shall be automatically canceled on the expiration of the specified term. Similarly, for orders encompassing more than one fiscal year, unexpended balances of funding allotted for an individual fiscal year may be liquidated at the close of that fiscal year, at the Judiciary's sole option.

25. MINORITY BUSINESS ENTERPRISES

Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the Judiciary reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price where:

a. the offer is fully responsive to the terms and conditions of the Request, and  
b. the price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and  
c. the firm making the offer has been certified by the R.I. Department of Economic Development to be a small business concern meeting the criteria established to be considered a Minority Business Enterprise. Ten per cent [10%] of the dollar value of the work performed

against contracts for construction exceeding \$5,000 shall be performed by Minority Business Enterprises where it has been determined that subcontract opportunities exist, and where certified Minority Business Enterprises are available. A contractor may count towards its MBE, DBE, or WBE goals 60% of its expenditures for materials and supplies required under a contract and obtained from an MBE, DBE, or WBE regular dealer, and 100% of such expenditures when obtained from an MBE, DBE, or WBE manufacturer. Awards of this type shall be subject to approval, by the Chief Purchasing Officer, of a Subcontracting Plan submitted by the bidder receiving the award.

26. PREVAILING WAGE REQUIREMENT

In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors for all public works.

27. EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION

Contractors of the Judiciary are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the General Laws of Rhode Island.

Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.

28. DRUG-FREE WORKPLACE REQUIREMENT

Contractors who do business with the Judiciary and their employees shall abide by the State's drug-free workplace policy and the contractor shall so attest by signing a certificate of compliance.

29. TAXES

The Judiciary is exempt from payment of excise, transportation and sales tax imposed by the Federal or State Government. These taxes should not be included in the proposal price. Exemption Certificates will be furnished upon request.

30. INSURANCE

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

- a. Comprehensive General Liability Insurance
    - 1) Bodily Injury \$1,000,000 each occurrence/ \$1,000,000 annual aggregate
    - 2) Property Damage \$500,000 each occurrence /\$500,000 annual aggregate
- Independent Contractors

- Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations
- Completed Operations
- Personal Injury (with employee exclusion deleted)
- b. Automobile Liability Insurance
  - Combined Single Limit \$1,000,000 each occurrence
  - Bodily Injury
  - Property Damage, and in addition non-owned and/or hired vehicles and equipment
- c. Workers' Compensation Insurance
  - Coverage B \$100,000

The Judicial Purchasing Agent reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. Successful bidders shall provide certificates of coverage, reflecting the Rhode Island Judiciary as an additional insured, to the Judicial Purchasing Office, forty-eight (48) hours prior to the commencement of work, as a condition of award. Failure to comply with this provision shall result in rejection of the offeror's bid.

### 31. BID SURETY

When requested, a bidder must furnish a Bid Bond or Certified Check for 5% of his bid, or for the stated amount shown in the solicitation. Bid Bonds must be executed by a reliable Surety Company authorized to do business in the State of Rhode Island. Failure to provide Bid Surety with bid may be cause for rejection of bid. The Bid Surety of any three bidders in contention will be held until an award has been made according to the specifications of each proposal. All others will be returned by mail within 48 hours following the bid opening. Upon award of a contract, the remaining sureties will be returned by mail unless instructed to do otherwise.

### 32. PERFORMANCE AND LABOR AND PAYMENT BONDS

A performance bond and labor and payment bond of up to 100% of an award may be required by the Judicial Purchasing Agent. Bonds must meet the following requirements:

- a. Corporation: The Bond must be signed by an official of the corporation above his/her official title and the corporate seal must be affixed over his/her signature.
- b. Firm or Partnership: The Bond must be signed by all of the partners and must indicate that they are "Doing Business As (name of firm)."
- c. Individual: The Bond must be signed by the individual owning the business and indicate "Owner."
- d. The Surety Company executing the Bond must be licensed to do business in the State of Rhode Island or Bond must be countersigned by a company so licensed.
- e. The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.
- f. Signatures of two witnesses for both the principal and the Surety must appear on the Bond.
- g. A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond.

### 33. SUSPENSION, DEFAULT AND TERMINATION

#### a. Suspension of a Contract by the Judiciary

The Judiciary reserves the right at any time and for any reason to suspend all or part of this contract, for a reasonable period, not to exceed sixty days, unless the parties agree to a longer period. The Judiciary shall provide the contractor with written notice of the suspension order signed by the Purchasing Agent or his or her designee, which shall set forth the date upon which the suspension shall take effect, the date of its expiration, and all applicable instructions. Upon receipt of said order, the contractor shall immediately comply with the order and suspend all work under this contract as specified in the order. The contractor shall take all reasonable steps to mitigate costs and adverse impact to the work specified in the contract during the suspension period. Before the order expires, the Judiciary shall either:

1. cancel the suspension order;
2. extend the suspension order for a specified time period not to exceed thirty (30) days; or
3. terminate the contract as provided herein.

The contractor shall resume performance once a suspension order issued under this section is canceled or expires. If as a result of the suspension of performance, there is a financial or schedule impact upon the contract, an appropriate adjustment may be made by, or with the approval of, the Judicial Purchasing Agent. Any adjustment shall be set forth in writing. After a suspension order has been canceled or expires, the contractor shall provide any request for adjustment to the Judicial Purchasing Agent within thirty (30) days after resuming work performance.

#### b. Termination of a Contract by the Judiciary

##### 1. Termination for Default or Nonperformance

If, for any reason, the contractor breaches the contract by failing to satisfactorily fulfill or perform any obligations, promises, terms, or conditions, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the Judiciary, the Judiciary may terminate the contract, in whole or in part, the termination of all outstanding contracts or sub-contracts held by the contractor, and the suspension or debarment of the contractor from future procurements by giving written notice to the contractor specifying the date for termination. The Judiciary shall endeavor to provide such notice at least seven (7) calendar days before the effective date of the termination.

A contractor who fails to commence within the time specified or complete an award made for repairs, alterations, construction, or any other service will be considered in default of contract. If contractor consistently fails to deliver quantities or otherwise perform as specified, the Judicial Purchasing Agent reserves the right to terminate the contract and contract for completion of the work with another contractor and seek recourse from the defaulting contractor or his surety. In the event of a termination for default or nonperformance, in whole or in part, the Judiciary may procure similar goods or services in a manner and upon terms it deems appropriate, and the contractor shall be liable for the excess costs incurred by the Judiciary as a result of the contractor's default. The contractor, or its surety, agrees to promptly reimburse the

Judiciary for the excess costs, but shall have no claim to the difference should the replacement cost be less.

## 2. Termination Without Cause

The Judiciary may terminate the contract in whole or in part without cause at any time by giving written notice to the contractor of such termination at least thirty (30) days before the effective date of such termination. The notice shall specify the part(s) of the contract being terminated and the effective termination date.

Within thirty (30) days of the effective date of the termination of the contract the contractor shall compile and submit to the Judiciary an accounting of the work performed up to the date of termination. The Judiciary may consider the following claims in determining reasonable compensation owed to the contractor for work performed up to the date of termination:

- (a) contract prices for goods or services accepted under the contract;
- (b) costs incurred in preparing to perform and performing the terminated portion of the contract; or
- (c) any other reasonable costs incurred by the contractor as a result of the termination.

The total sum to be paid to the contractor shall not exceed the total contract price, less any payments previously made to the contractor, the proceeds from any sales of goods or manufacturing materials, and the contract price for work not terminated.

## 3. Contractor's Obligations in the Event of Termination

If the contract is terminated for any reason, or expires pursuant to its terms, the contractor shall transfer and deliver to the Judiciary in the manner and to the extent directed by the Judiciary:

- all finished or unfinished material prepared by the contractor; and
- all material, if any, provided to the contractor by the Judiciary.

For the purposes of the contract, "material" shall include, but is not limited to, goods, supplies, parts, tools, machinery, equipment, furniture, fixtures, information, data, reports, summaries, tables, maps, charts, photographs, studies, recommendations, files, audiotapes, videotapes, records, keys, security badges, and documents.

If the contract is terminated for cause, the contractor shall not be relieved of liability to the Judiciary for damages sustained because of any breach by the contractor. In such event, the Judiciary may retain any amounts which may be due and owing to the contractor until such time as the exact amount of damages due the Judiciary from the contractor has been determined by the Judicial Purchasing Agent. The Judiciary may also set off any damages so determined against the amounts retained.

Upon termination of the contract, the contractor shall stop performance on the date specified, terminate any outstanding orders and subcontracts applicable to the terminated portion of the contract, and shall incur no further commitments or obligations in connection with the terminated performance. The contractor shall settle all liabilities and claims arising out of the termination of subcontracts and order generating from the terminated performance. The Judiciary may direct the contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the Judiciary or a third party.

Terminations of Purchase Order Contracts or Master Pricing Agreements shall require the signature of the Judicial Purchasing Agent or his designee. Notice of termination by either party shall be submitted in writing to the other party in accordance with the termination clause of the contract, or where no specific termination clause is included, written notice shall be provided no later than thirty (30) days before the expiration of the contract.

#### 34. INDEMNITY

The contractor guarantees:

a. To save the Judiciary, its agents and employees, harmless from any liability imposed upon the Judiciary arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.

b. To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the city or town in which the installation is to be made and of the State of Rhode Island.

c. That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

#### 35. CONTRACTOR'S OBLIGATIONS

In addition to the specific requirements of the contract, construction and building repair contractors bear the following standard responsibilities:

a. To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other contractors;

b. The contractor, its subcontractor(s) and their employees and/or agents, shall protect and preserve property in the contractor or subcontractor's possessions in which the Judiciary has an interest, and any and all materials provided to the contractor or subcontractor by the Judiciary;

c. To clear and remove all debris and rubbish resulting from his work from time to time, as directed or required, a completion of the work leave the premises in a neat unobstructed condition, broom clean, and in satisfactory order and repair;

d. To store equipment, supplies, and material at the site only upon approval by the Judiciary, and at his own risk;

e. To perform all work so as to cause the least inconvenience to the Judiciary, and with proper consideration for the rights of other contractors and workmen;

f. To acquaint themselves with conditions to be found at the site, and to assume responsibility for the appropriate dispatching of equipment and supervision of his employees during the conduct of the work;

g. To ensure that his employees are instructed with respect to special regulations, policies, and procedures in effect for any judicial facility or site, and that they comply with such rules, including but not limited to security policies or practices and/or criminal background checks for any employees and/or subcontractors;

h. The contractor shall ensure that its employees or agents are experienced and fully qualified to engage in the activities and services required under the contract;

i. The contractor shall ensure that at all times while services are being performed under this contract at least one of its employees or agents on the premises has a good command of the English language and can effectively communicate with the Judiciary and its staff;

j. The contractor and contractor's employees or agents shall comply with all applicable licensing and operating requirements required by federal or state law and shall meet accreditation and other generally accepted standards of quality in the applicable field of activity;

k. The contractor shall secure and retain all employee-related insurance coverage for its employees and agents as required by law; and

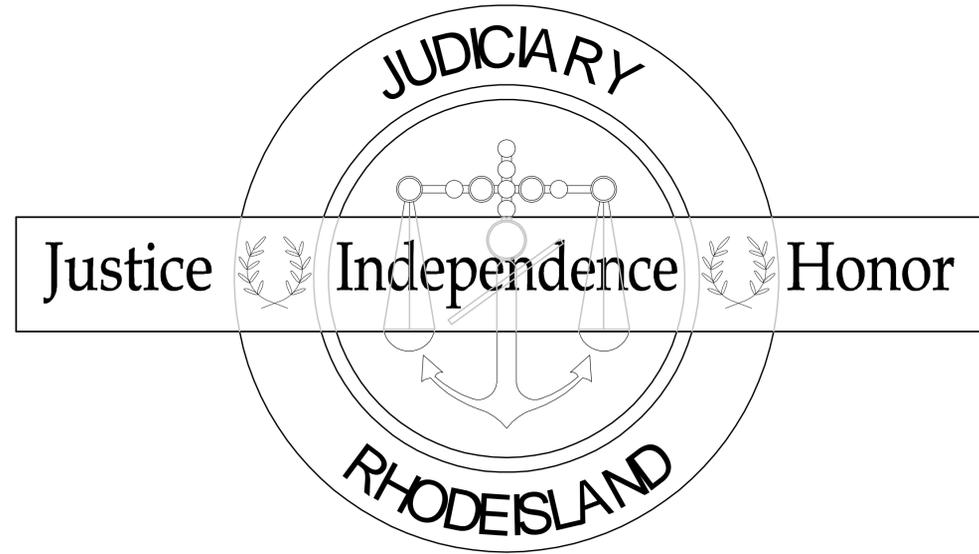
l. The contractor, subcontractor, and his or her employees and agents shall not disclose any confidential information of the Judiciary to a third party. Confidential information means:

- (1) any information of a sensitive or proprietary nature, whether or not specially identified as confidential or proprietary; or
- (2) any information about the Judiciary gained during the performance of a contract that is not already lawfully in the public domain.

### 36. FORCE MAJEURE

All orders shall be filled by the contractor with reasonable promptness, but the contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the contractor and which by the exercise of reasonable diligence, the contractor is unable to prevent.

# PARTIAL 5TH & 6TH FLOOR RESTORATION FRANK J. LICHT JUDICIAL COMPLEX



OWNER:

STATE OF RHODE ISLAND  
RHODE ISLAND JUDICIARY                      PROVIDENCE, RHODE ISLAND

**Edward Rowse**  
**ARCHITECTS**  
■ Providence                      Rhode Island ■

## LIST OF DRAWINGS

TITLE SHEET	1 OF 8
<hr/>	
ARCHITECTURAL	
A1.0 PARTIAL FIFTH FLOOR PLAN	2 OF 8
A1.1 PARTIAL SIXTH FLOOR PLAN	3 OF 8
A1.2 PARTIAL FIFTH FLOOR REFLECTED CEILING PLAN	4 OF 8
A2.0 INTERIOR ELEVATIONS	5 OF 8
A2.1 INTERIOR ELEVATIONS AND SCHEDULES	6 OF 8
A3.0 PHOTOGRAPHIC SURVEY	7 OF 8
A3.1 PHOTOGRAPHIC SURVEY	8 OF 8

EDWARD ROWSE ARCHITECTS  
115 CEDAR STREET    PROVIDENCE, RI 02903  
4 0 1 - 3 3 1 - 9 2 0 0

STATE OF RHODE ISLAND  
RHODE ISLAND JUDICIARY  
PROVIDENCE, RHODE ISLAND

PARTIAL 5TH & 6TH FLOOR RESTORATION  
FRANK J. LICHT  
JUDICIAL COMPLEX

SET NUMBER  
0  
SET DATE: OCTOBER 15, 2012

# PARTIAL 5TH & 6TH FLOOR RESTORATION

FRANK J. LIGHT JUDICIAL COMPLEX

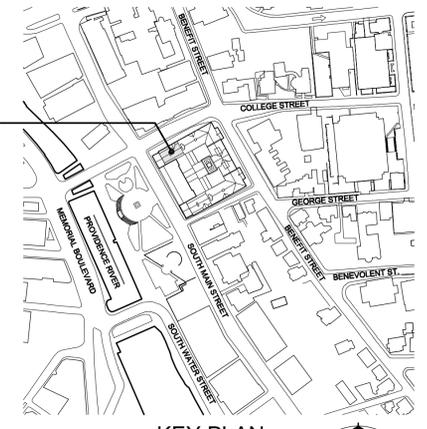


LIGHT JUDICIAL COMPLEX  
250 BENEFIT STREET  
PROVIDENCE, RI

## Edward Rowse ARCHITECTS

115 Cedar Street (401) 331-9200  
Providence, RI 02903-1082 Fax (401) 331-9270  
Massachusetts Office (508) 252-5446  
e-mail: rowse@rowsearch.com

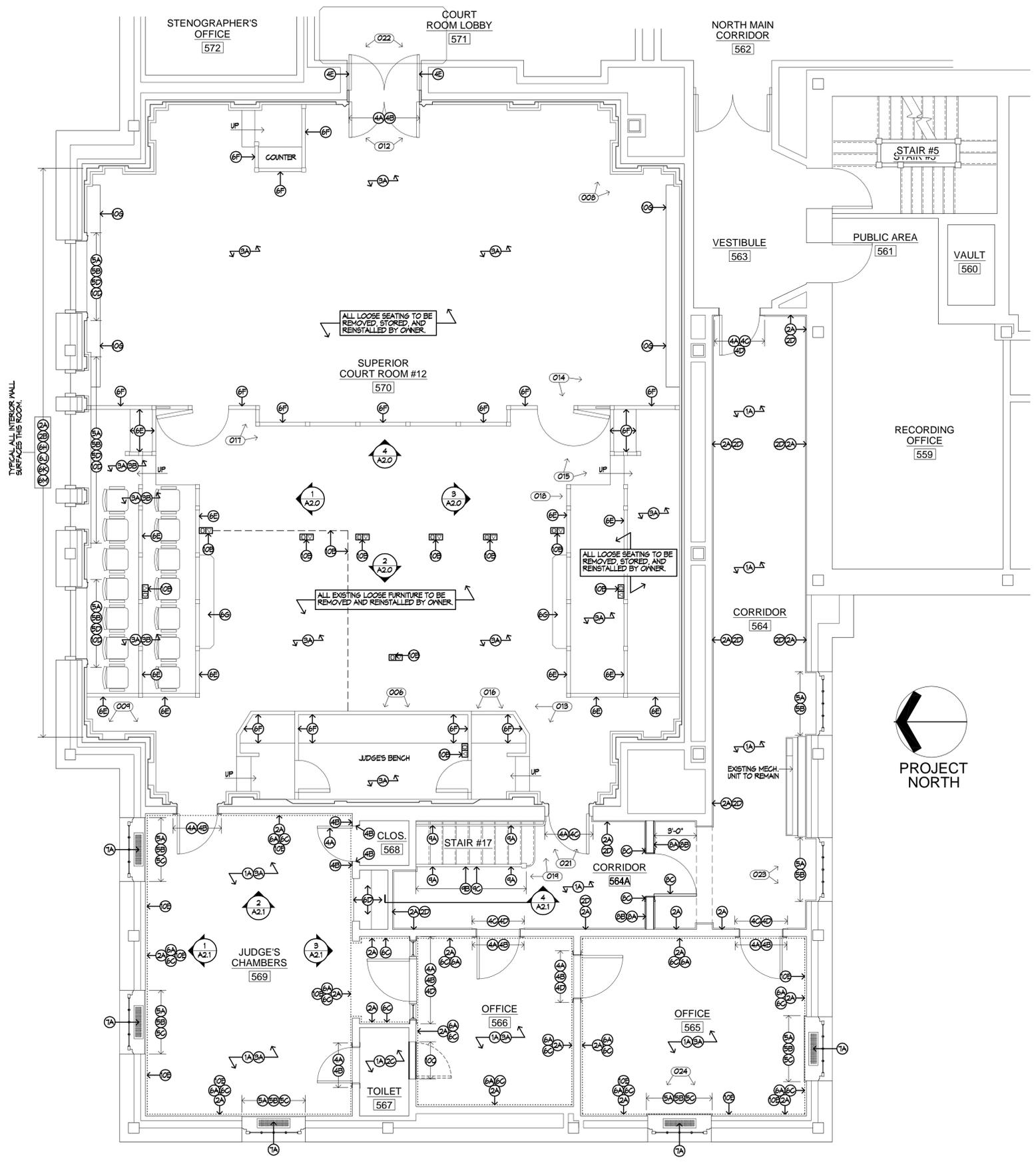
OWNERSHIP AND USE OF DOCUMENTS, DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF PROFESSIONAL SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. THESE DOCUMENTS ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECTS OR PURPOSES, OR BY ANY OTHER PARTIES THAN THOSE PROPERLY AUTHORIZED BY CONTRACT WITHOUT THE EXPRESS AUTHORIZATION OF THE ARCHITECT.



KEY PLAN NOT TO SCALE



KEY PLAN NORTH



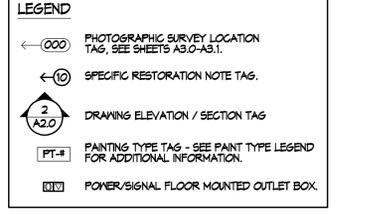
1 PARTIAL FIFTH FLOOR PLAN  
A1.0 1/4" = 1'-0"

### SPECIFIC RESTORATION NOTES-

- 1 - CEILINGS:
  - 1A - RE-PAIN PLASTER SURFACES WITH MATTE SHEEN.
  - 1B - PLASTER MOLDINGS TO RECEIVE NEW PAINT FINISH WITH SATIN SHEEN.
  - 1C - ORNAMENTAL PLASTERWORK TO BE WIPED WITH GLAZE AND TIP GILDED WITH GOLD TIPPING.
  - 1D - REPLACE DAMAGED/MISSING GREEK "TRIT" BANDING.
  - 1E - CHEMICALLY STRIP PLASTER SURFACE TO SOUND SUBSTRATE.
  - 1F - REPLACE MISSING ORNAMENTAL PLASTERWORK, MATCH ADJACENT PLASTERWORK IN COMPARABLE LOCATION.
- 2 - WALLS:
  - 2A - RE-PAIN PLASTER SURFACES WITH MATTE SHEEN.
  - 2B - PLASTER MOLDINGS TO RECEIVE NEW PAINT FINISH WITH SATIN SHEEN.
  - 2C - EXISTING CERAMIC TILE TO ± 6'-0" AFF. CLEAN CERAMIC TILE AND PROVIDE NEW PAINT FINISH AT EXPOSED PLASTER ABOVE.
  - 2D - EXISTING STONE MANSCOT TO ± 30" AFF. CLEAN STONE MANSCOT AND PROVIDE NEW PAINT FINISH AT EXPOSED PLASTER ABOVE.
- 3 - FLOORS:
  - 3A - REMOVE & REPLACE EXISTING CARPET.
  - 3B - REMOVE & SALVAGE EXISTING FLOOR MOUNTED SEATING. PRIOR TO INSTALLING NEW CARPET, REMOVE & REPLACE PLYWOOD UNDERLAYMENT TO MATCH EXISTING, EXISTING JURY SEATING SHALL BE RE-INSTALLED IN PLACE AND SECURED THROUGH NEW CARPET TO NEW LAYER OF PLYWOOD AT EXISTING LOCATIONS.
- 4 - DOORS:
  - 4A - RE-FINISH ALL WOOD SURFACES BOTH SIDES OF DOOR. WOOD SURFACES INCLUDE DOOR STILES, RAILS, RAISED PANEL AND DOOR FRAME SURFACES.
  - 4B - RE-FINISH ALL WOOD CASING SURFACES, EACH SIDE OF DOOR.
  - 4C - CLEAN STONE CASING.
  - 4D - CLEAN GLASS SURFACES, GLASS SURFACES INCLUDE DOOR LITES, TRANSOMS, AND Sidelights AS OCCURS.
  - 4E - PROVIDE BRASS KICKPLATES AT BOTTOM OF DOUBLE DOORS. BRASS KICKPLATES TO BE 6" HIGH X WIDTH OF DOOR.
- 5 - WINDOWS:
  - 5A - RE-FINISH INTERIOR WOOD SURFACES. WOOD SURFACES INCLUDE WINDOW SASHES, MUNTINS, WINDOW FRAME, WINDOW CASING & WINDOW SILL.
  - 5B - GLASS LITE REPLACEMENT: ALL WINDOWS IN SCOPE OF WORK HAVE TRUE DIVIDED LITES WITH INSULATED GLASS AND APPLIED WOOD GLAZING BEADS. INSULATED GLASS SEALANT HAS FAILED ON A NUMBER OF LITES IN UPPER AND LOWER WINDOW SASHES. CONDENSATION IS OCCURRING IN-BETWEEN THE INSULATED GLASS PANE. CONTRACTOR TO INVENTORY ALL DAMAGED LITES IN EACH WINDOW AND REPLACE DAMAGED LITES WITH NEW WINDOW SASHES MAY BE REMOVED AND REINSTALLED AT THE CONTRACTOR'S OPTION. SEE ITEM PRICES. CONTRACTOR TO CARRY IN BASE BID REPLACEMENT OF 25 PANE OF EACH SIZE OF INSULATED GLASS LISTED IN SPECIFICATION SECTION 020310.
  - 5C - RE-FINISH EXPOSED SURFACES @ WOOD MECHANICAL UNIT ENCLOSURE.
  - 5D - RE-FINISH ORNAMENTAL WOOD WINDOW CASING INCLUDING ENGAGED PLASTERS, CROWN MOLDINGS, & KEYSTONE.
- 6 - MISCELLANEOUS WOOD:
  - 6A - RE-FINISH WOOD CROWN.
  - 6B - RE-FINISH WOOD CHAIR RAIL.
  - 6C - RE-FINISH WOOD BASE.
  - 6D - RE-FINISH EXPOSED CABINETRY SURFACES (COUNTERTOP, RAISED PANEL DOORS, FACE FRAMES, & ADJUSTABLE SHELVES).
  - 6E - RE-FINISH WOOD RAILING SYSTEM, RE-FINISH WOOD RAILS & POSTS. CLEAN BRASS SUB RAIL AND FOOT REST. SEE GENERAL RESTORATION NOTE 2 FOR ADDITIONAL WORK.
  - 6F - RE-FINISH LOW WAIN & COUNTERTOP WOOD SURFACES. SEE GENERAL RESTORATION NOTE 2 FOR ADDITIONAL WORK.
  - 6G - RE-FINISH WOOD HINGED SHELF.
  - 6H - RE-FINISH WOOD CORNER & EXPLATURE.
  - 6I - RE-FINISH WOOD PILASTERS AND COLUMN CAPITALS.
  - 6K - RE-FINISH WOOD MANSCOT.
  - 6L - REPLACE DAMAGED / MISSING SECTION OF PILASTER CAPITAL.
  - 6M - RE-FINISH ORNAMENTAL WOOD PANNELING.
- 7 - MECHANICAL GRILLES:
  - 7A - EXISTING MECHANICAL GRILLES SHALL BE STRIPPED, CLEANED, PRIMED, FINISH PAINTED (PAINT TYPE PT-3), AND REINSTALLED.
  - 7B - RE-FINISH WOOD GRATING - MECHANICAL GRILLE.
- 8 - NEW CONSTRUCTION: (SEE ADD ALTERNATE)
  - 8A - PROVIDE NEW FULL HEIGHT METAL STUD WALL IV 5/8" GYP BOARD EACH SIDE.
  - 8B - PROVIDE NEW STONE MANSCOT PANNELING TO MATCH EXISTING.
  - 8C - PROVIDE NEW WOOD DOOR TO MATCH ADJACENT COURTROOM DOOR IN SIZE AND RAISED PANEL LAYOUT. PROVIDE STONE DOOR CASINGS EACH SIDE TO MATCH PROFILE OF OTHER CORRIDOR DOORS.
- 9 - STAIR:
  - 9A - CLEAN BRASS HANDRAIL.
  - 9B - CLEAN ORNAMENTAL METAL BALUSTERS AND NEWEL POSTS. (BRONZE?)
  - 9C - RE-PAIN ALL (INSIDE & OUTSIDE FACES) STAIR STRANGER SURFACES & CLEAN METAL MEDALLIONS.
  - 9D - CLEAN STAIR TREADS & RISERS.
- 10 - MISCELLANEOUS:
  - 10A - LIGHT FIXTURES: REMOVE CEILING MOUNTED CHANDELIERS & WALL SCOVES. CLEAN & RE-FINISH METAL COMPONENTS. RE-LAMP, RE-WIRE, AND REINSTALL FIXTURE.
  - 10B - REMOVE EXISTING SURFACE MOUNTED RACENWAY & ASSOCIATED WIRING WITHIN THE LIMITS OF COURTROOM 12. FLOOR CARPET IS REMOVED. IF REQUIRED CUT THROUGH IN SUB FLOOR TO RECEIVE NEW WIRING. REPLACE ALL FLOOR MOUNTED JUNCTION BOXES FOR POWER AND AUDIO SIGNAL. PROVIDE NEW CABLING, JUNCTION BOXES, AND FLOOR RECEPTACLES AT THE LOCATIONS AS SHOWN ON DRAWING 1/0A.10. REMOVE FLOOR BOXES, FLOOR RECEPTACLES, AND ANY NECESSARY RACENWAYS / IN FLOOR DUCTING TO BE FROM THE "WIREMOLD" PRODUCT LINE AS MANUFACTURED BY "LEGRAND". FLOOR RECEPTACLES TO BE FLUSH MOUNTED, BRASS FLANGE, WITH A BRUSHED FINISH. FINAL POWER & SIGNAL SYSTEM AND FLOOR BOX LOCATIONS TO BE APPROVED BY ARCHITECT.
  - 10C - REMOVE EXISTING DOOR & INFILL WITH NEW WALL. REMOVE EXISTING DOOR, HARDWARE, WOOD FRAME, AND WOOD CASING. SALVAGE RAISED PANEL, DOOR AND HARDWARE AND TURN OVER TO OWNER. INFILL EXISTING ROUGH OPENING WITH NEW STUD WALL IV 5/8" GYP BOARD EACH SIDE. FINISH THICKNESS OF WALL TO MATCH EXISTING ON TOILET FLOOR SIDE. PROVIDE NEW CERAMIC TILE TO MATCH EXISTING (± 6'-0" AFF) ON OFFICE SIDE. PROVIDE NEW BASE MOLDING TO MATCH EXISTING. NEW GYP BOARD TO RECEIVE NEW PAINT FINISH WITH THE REMAINDER OF THE ROOM GYP BOARD SURFACES.
  - 10D - EXISTING WINDOW BLINDS TO BE REMOVED AND REPLACED BY OTHERS.
  - 10E - RELOCATE EXPOSED WIRING MOUNTED TO WOOD / GYP BOARD SURFACES. WIRING TO BE RELOCATED TO A SURFACE MOUNTED RACENWAY SYSTEM AS MANUFACTURED BY "LEGRAND". FINAL RACENWAY SYSTEM TO BE DETERMINED.
  - 10F - AT CORRIDORS 644 & 644, REMOVE AND REPLACE CEILING LIGHT FIXTURES. CEILING LIGHT FIXTURE REPLACEMENT TO BE DETERMINED.
  - 10G - EXISTING MECHANICAL UNIT TO BE REMOVED & REPLACED BY OWNER. CONTRACTOR SHALL RE-FINISH ALL WOOD MANSCOT CURRENTLY CONCEALED BY EXISTING MECHANICAL UNIT IN ACCORDANCE WITH SPECIFIC CONSTRUCTION NOTE 6K.

### GENERAL RESTORATION NOTES-

- 1 - WOOD SURFACE RESTORATION OPERATIONS VARY UPON LOCATION. RE-FINISH WOOD SURFACE IN CONSTRUCTION DOCUMENTS MAY REFER TO:
  - A - CHEMICAL STRIPPING AND RE-FINISHING.
  - B - ABRASIVE SANDING AND RE-FINISHING.
  - C - CLEANING OF WAZE WITH TRISODIUM PHOSPHATE SOLUTION AND A CLEAR WATER RINSE.
 CONTRACTOR TO DETERMINE MOST APPROPRIATE RESTORATION OPERATION IN FIELD.
- 2 - LOW WALLS AND RAILINGS IN SUPERIOR COURT ROOM 12 (ROOM # 570) HAVE DAMAGED AND/OR MISSING MOLDINGS. CONTRACTOR TO REPLACE DAMAGED AND MISSING MOLDINGS WITH NEW MOLDINGS, MOLDING PROFILE AND WOOD SPECIES TO MATCH EXISTING.
- 3 - ALL SURFACES ARE TO BE CLEANED AND PREPARED PRIOR TO RECEIVING NEW FINISH.
- 4 - ALL EXPOSED WIRING SHALL BE REMOVED, REINSTALLED, AND CONCEALED. WIRE CONCEALMENT TO BE PROVIDED BY FINAL RACENWAY SYSTEM AS MANUFACTURED BY "LEGRAND". FINAL RACENWAY SYSTEM TO BE APPROVED BY ARCHITECT.



### PAINT TYPE LEGEND

PT-1	TYPICAL WALL / CEILING FINISH MATTE SHEEN BENJAMIN MOORE COLOR # HC-21 - 'MONTEREY WHITE'
PT-2	ACCENT WALL / CEILING FINISH MATTE SHEEN BENJAMIN MOORE COLOR # 1066 - 'SQUIRE HILL BUFF'
PT-3	PLASTER MOLDING ACCENT FINISH SATIN SHEEN BENJAMIN MOORE COLOR # 1064 - 'TWILIGHT GOLD'
PT-4	ORNAMENTAL PLASTER FINISH MATTE SHEEN BENJAMIN MOORE COLOR # 1066 - 'SQUIRE HILL BUFF'
PT-5	MECHANICAL GRILLE FINISH GLOSS SHEEN DARK / BLACK PAINT COLOR



Date: OCTOBER 15, 2012  
 Drawn by: DEB Proj. Mgr.: EAR  
 Revisions

No.	Date	Description

## PARTIAL FIFTH FLOOR PLAN

# A1.0

# PARTIAL 5TH & 6TH FLOOR RESTORATION

FRANK J. LIGHT JUDICIAL COMPLEX



LIGHT JUDICIAL COMPLEX  
250 BENEFIT STREET  
PROVIDENCE, RI

## Edward Rowse ARCHITECTS

115 Cedar Street (401) 331-9200  
Providence, RI 02903-1082 Fax (401) 331-9270  
Massachusetts Office (508) 252-5446  
e-mail: rowse@rowsearch.com

OWNERSHIP AND USE OF DOCUMENTS, DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF PROFESSIONAL SERVICE ARE, AND SHALL REMAIN, THE PROPERTY OF THE ARCHITECT. THESE DOCUMENTS ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECTS OR PURPOSES, OR BY ANY OTHER PARTIES THAN THOSE PROPERLY AUTHORIZED BY CONTRACT WITHOUT THE EXPRESS AUTHORIZATION OF THE ARCHITECT.

1- WOOD SURFACE RESTORATION OPERATIONS VARY UPON LOCATION. "RE-FINISH WOOD SURFACE" IN CONSTRUCTION DOCUMENTS MAY REFER TO:  
A- CHEMICAL STRIPPING AND RE-FINISHING.  
B- ABRASIVE SANDING AND RE-FINISHING.  
C- CLEANING OF "HAZE" WITH TRISODIUM PHOSPHATE SOLUTION AND A CLEAR WATER RINSE.  
CONTRACTOR TO DETERMINE MOST APPROPRIATE RESTORATION OPERATION IN FIELD.

2- LOW WALLS AND RAILINGS IN SUPERIOR COURT ROOM 12 (ROOM # 570) HAVE DAMAGED AND/OR MISSING MOLDINGS. CONTRACTOR TO REPLACE DAMAGED AND MISSING MOLDINGS WITH NEW MOLDINGS, MOLDING PROFILE AND WOOD SPECIES TO MATCH EXISTING.

3- ALL SURFACES ARE TO BE CLEANED AND PREPARED PRIOR TO RECEIVING NEW FINISH.

4- ALL EXPOSED WIRING SHALL BE REMOVED, REINSTALLED, AND CONCEALED. WIRE CONCEALMENT TO BE PROVIDED BY RACEWAY SYSTEM AS MANUFACTURED BY "LEGRAND". FINAL RACEWAY SYSTEM TO BE APPROVED BY ARCHITECT.

### GENERAL RESTORATION NOTES-

- 1- CEILING:
- 1A - RE-PAINT PLASTER SURFACES WITH MATTE SHEEN.
- 1B - PLASTER MOLDINGS TO RECEIVE NEW PAINT FINISH WITH SATIN SHEEN.
- 1C - ORNAMENTAL PLASTERWORK TO BE WIPED WITH GLAZE AND TIF GULDED WITH GOLD TIPPING.
- 1D - REPLACE DAMAGED/MISSING GREEK "FRET" BANDING.
- 1E - CHEMICALLY STRIP PLASTER SURFACE TO SOUND SUBSTRATE.
- 1F - REPLACE MISSING ORNAMENTAL PLASTERWORK. MATCH ADJACENT PLASTERWORK IN COMPARABLE LOCATION.

**LEGEND**

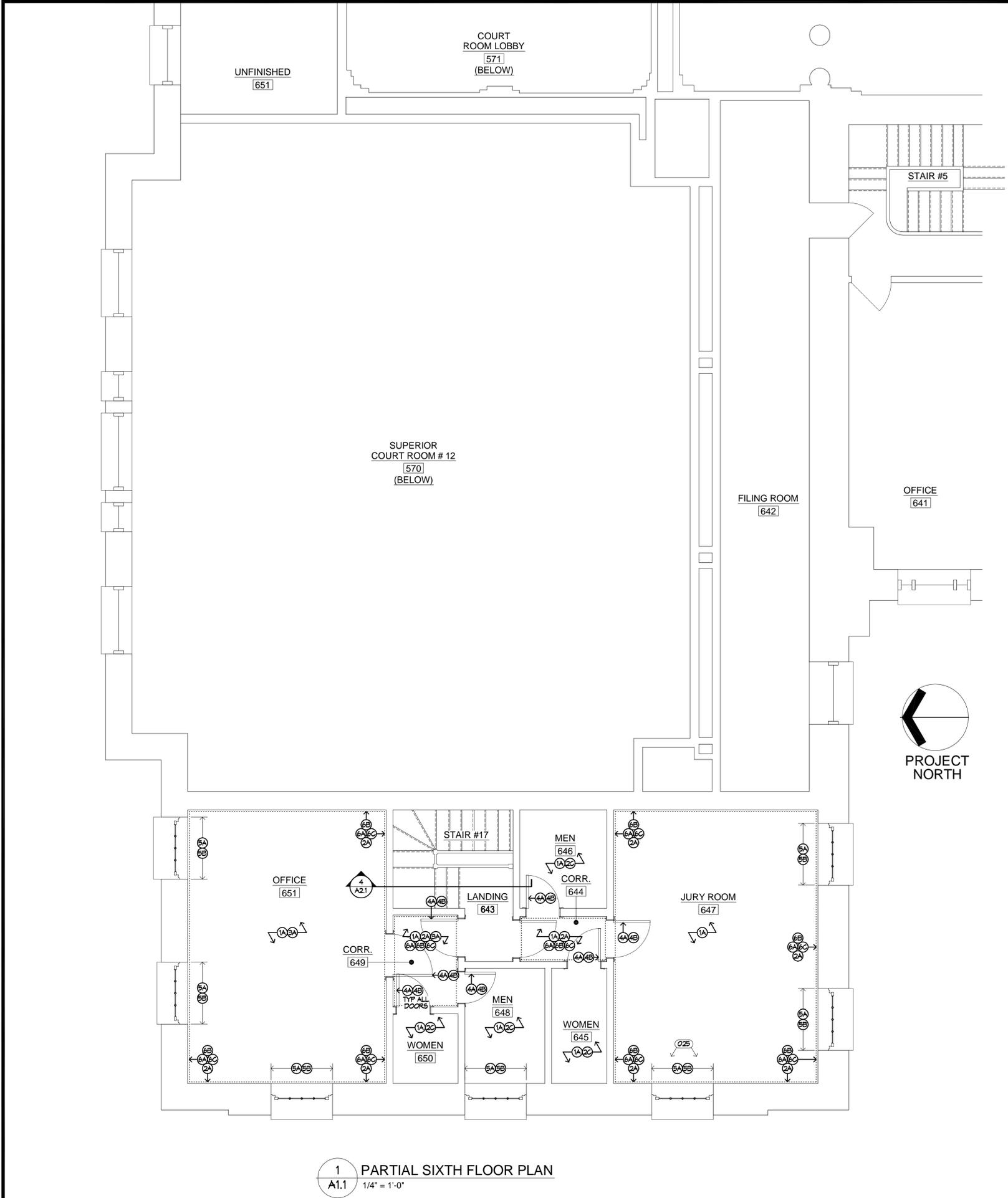
- ← (000) PHOTOGRAPHIC SURVEY LOCATION TAG, SEE SHEETS A3.0-A3.1.
- ← (10) SPECIFIC RESTORATION NOTE TAG.
- 2 A2.0 DRAWING ELEVATION / SECTION TAG
- PT-# PAINTING TYPE TAG - SEE PAINT TYPE LEGEND FOR ADDITIONAL INFORMATION.
- (10) POWER/SIGNAL FLOOR MOUNTED OUTLET BOX.

### PAINT TYPE LEGEND

- PT-1 TYPICAL WALL / CEILING FINISH  
MATTE SHEEN  
BENJAMIN MOORE COLOR # HC-21 - "MONTEREY WHITE"
- PT-2 ACCENT WALL / CEILING FINISH  
MATTE SHEEN  
BENJAMIN MOORE COLOR # 1066 - "SQUIRE HILL BUFF"
- PT-3 PLASTER MOLDING ACCENT FINISH  
SATIN SHEEN  
BENJAMIN MOORE COLOR # 1064 - "TWILIGHT GOLD"
- PT-4 ORNAMENTAL PLASTER FINISH  
MATTE SHEEN  
BENJAMIN MOORE COLOR # 1066 - "SQUIRE HILL BUFF"  
GLAZING  
GOLD LEAF TIPPING
- PT-5 MECHANICAL GRILLE FINISH  
GLOSS SHEEN  
DARK / BLACK PAINT COLOR

### SPECIFIC RESTORATION NOTES-

- 2 - WALLS:
- 2A - RE-PAINT PLASTER SURFACES WITH MATTE SHEEN.
- 2B - PLASTER MOLDINGS TO RECEIVE NEW PAINT FINISH WITH SATIN SHEEN.
- 2C - EXISTING CERAMIC TILE TO ± 6'-0" AFF. CLEAN CERAMIC TILE AND PROVIDE NEW PAINT FINISH AT EXPOSED PLASTER ABOVE.
- 2D - EXISTING STONE MANSCOT TO ± 30' AFF. CLEAN STONE MANSCOT AND PROVIDE NEW PAINT FINISH AT EXPOSED PLASTER ABOVE.
- 3 - FLOORS:
- 3A - REMOVE & REPLACE EXISTING CARPET.
- 3B - REMOVE & SALVAGE EXISTING FLOOR MOUNTED SEATING. PRIOR TO INSTALLING NEW CARPET, REMOVE & REPLACE FLYWOOD UNDERLAYMENT TO MATCH EXISTING. EXISTING JURY SEATING SHALL BE RE-INSTALLED IN PLACE AND SECURED THROUGH NEW CARPET TO NEW LAYER OF FLYWOOD AT EXISTING LOCATIONS.
- 4 - DOORS:
- 4A - RE-FINISH ALL WOOD SURFACES BOTH SIDES OF DOOR. WOOD SURFACES INCLUDE DOOR STILES, RAILS, RAISED PANELS, AND DOOR FRAME.
- 4B - RE-FINISH ALL WOOD CASING SURFACES, EACH SIDE OF DOOR.
- 4C - CLEAN STONE CASING.
- 4D - CLEAN GLASS SURFACES, GLASS SURFACES INCLUDE DOOR LITES, TRANSOMS, AND SIDELIGHTS AS OCCURS.
- 4E - PROVIDE BRASS KICKPLATES AT BOTTOM OF DOUBLE DOORS. BRASS KICKPLATES TO BE 8" HIGH X WIDTH OF DOOR.
- 5 - WINDOWS:
- 5A - RE-FINISH INTERIOR WOOD SURFACES. WOOD SURFACES INCLUDE WINDOW SASHES, MANTIS, WINDOW FRAME, WINDOW CASING, & WINDOW SILL.
- 5B - GLASS LITE REPLACEMENT: ALL WINDOWS IN SCOPE OF WORK HAVE TRUE DIVIDED LITES WITH INSULATED GLASS AND APPLIED WOOD GLAZING BEADS. INSULATED GLASS SEALANT HAS FAILED ON A NUMBER OF LITES IN UPPER AND LOWER WINDOW SASHES. CONDENSATION IS OCCURRING IN-BETWEEN THE INSULATED GLASS PANE. CONTRACTOR TO INVENTORY ALL DAMAGED LITES IN EACH WINDOW AND REPLACE DAMAGED LITES WITH NEW WINDOW SASHES. MAY BE REMOVED AND REINSTALLED AT THE CONTRACTOR'S DISCRETION. SEE UNIT PRICES. CONTRACTOR TO CARRY IN BASE BID REPLACEMENT OF 25 PANES OF EACH SIZE OF INSULATED GLASS LISTED IN SPECIFICATION SECTION 00310.
- 5C - RE-FINISH EXPOSED SURFACES @ WOOD MECHANICAL UNIT ENCLOSURE.
- 5D - RE-FINISH ORNAMENTAL WOOD WINDOW CASING INCLUDING ENGAGED FILASTERS, CROWN MOLDINGS, & KEYSTONE.
- 6 - MISCELLANEOUS WOOD:
- 6A - RE-FINISH WOOD CROWN.
- 6B - RE-FINISH WOOD CHAIR RAIL.
- 6C - RE-FINISH WOOD BASE.
- 6D - RE-FINISH EXPOSED CABINETRY SURFACES (COUNTERTOP, RAISED PANEL DOORS, FACE FRAMES, & ADJUSTABLE SHELVES).
- 6E - RE-FINISH WOOD RAILING SYSTEM, REFINISH WOOD RAILS & POSTS, CLEAN BRASS SPIR RAIL, AND FOOT REST. SEE GENERAL RESTORATION NOTE 2 FOR ADDITIONAL WORK.
- 6F - RE-FINISH LOW WALL & COUNTERTOP WOOD SURFACES. SEE GENERAL RESTORATION NOTE 2 FOR ADDITIONAL WORK.
- 6G - RE-FINISH WOOD HINGED SHELF.
- 6H - RE-FINISH WOOD CORNICE / ENTABLATURE.
- 6I - RE-FINISH WOOD FILASTERS AND COLUMN CAPITALS.
- 6K - RE-FINISH WOOD MANSCOT.
- 6L - REPLACE DAMAGED / MISSING SECTION OF PLASTER CAPITAL.
- 6M - RE-FINISH ORNAMENTAL WOOD PANNELING.
- 7 - MECHANICAL GRILLES:
- 7A - EXISTING MECHANICAL GRILLES SHALL BE STRIPPED, CLEANED, PRIMED, FINISH PAINTED (PAINT TYPE PT-5), AND REINSTALLED.
- 7B - RE-FINISH WOOD GRATING MECHANICAL GRILLE.
- 8 - NEW CONSTRUCTION: (SEE ADD ALTERNATE)
- 8A - PROVIDE NEW FULL HEIGHT 6" METAL STUD WALL W/ 5/8" GYP BOARD EACH SIDE.
- 8B - PROVIDE NEW STONE MANSCOT PANNELING TO MATCH EXISTING.
- 8C - PROVIDE NEW WOOD DOOR TO MATCH ADJACENT COURTROOM DOOR IN SIZE AND RAISED PANEL FINISH AND FLOOR LAYOUT. PROVIDE STONE DOOR CASINGS EACH SIDE TO MATCH PROFILE OF OTHER CORRIDOR DOORS.
- 9 - STAIR:
- 9A - CLEAN BRASS HANDRAIL.
- 9B - CLEAN ORNAMENTAL METAL BALUSTERS AND NEWEL POSTS. (BRONZE?)
- 9C - RE-PAINT ALL (INSIDE & OUTSIDE FACES) STAIR STRINGER SURFACES & CLEAN METAL MEDALLIONS.
- 9D - CLEAN STAIR TREADS & RISERS.
- 10 - MISCELLANEOUS:
- 10A - LIGHT FIXTURES: REMOVE CEILING MOUNTED CHANDELIER AND WALL SCONES. CLEAN & RE-FINISH METAL COMPONENTS. RELAMP RE-WIRE AND RE-FINISH FIXTURE.
- 10B - REMOVE EXISTING SURFACE MOUNTED RACEWAY & ASSOCIATED WIRING WITHIN THE LIMITS OF COURTROOM 12. AFTER CARPET IS REMOVED, IF REQUIRED, CUT TRENCH IN SUB FLOOR TO RECEIVE NEW WIRING. REPLACE ALL FLOOR MOUNTED JUNCTION BOXES FOR POWER AND AUDIO SIGNAL. PROVIDE NEW CASING, JUNCTION BOXES, AND FLOOR RECEPTACLES AT TEN LOCATIONS AS SHOWN ON DRAWING I/A1.0. NEW JUNCTION BOXES, FLOOR RECEPTACLES, AND ANY NECESSARY RACEWAYS / INFLOOR DUCTING TO BE FROM THE "RESHOLD" PRODUCT LINE AS MANUFACTURED BY "LEGRAND". FLOOR RECEPTACLES TO BE FLUSH MOUNTED BRASS FLANGE WITH A BRUSHED FINISH. FINAL POWER & SIGNAL WIRING AND FLOOR BOX LOCATIONS TO BE APPROVED BY ARCHITECT.
- 10C - REMOVE EXISTING DOOR & INFILL WITH NEW WALL. REMOVE EXISTING DOOR HARDWARE, WOOD FRAME, AND WOOD CASING. SALVAGE RAISED PANEL, DOOR AND HARDWARE AND TURN OVER TO OWNER. INFILL EXISTING ROUGH OPENING WITH NEW STUD WALL W/ 5/8" GYP BOARD EACH SIDE. FINISH THICKNESS OF WALL TO MATCH EXISTING. ON TOILET ROOM SIDE, PROVIDE NEW CERAMIC TILE TO MATCH EXISTING (± 6'-0" AFF.) ON OFFICE SIDE, PROVIDE NEW BASE MOLDING TO MATCH EXISTING. NEW GYP BOARD TO RECEIVE PAINT FINISH WITH THE REMAINDER OF THE ROOM GYP BOARD SURFACES.
- 10D - EXISTING WINDOW BLINDS TO BE REMOVED AND REPLACED BY OTHERS.
- 10E - RELOCATE EXPOSED WIRING MOUNTED TO WOOD / GYP BOARD SURFACES. WIRING TO BE RELOCATED TO A SURFACE MOUNTED RACEWAY SYSTEM AS MANUFACTURED BY "LEGRAND". FINAL RACEWAY SYSTEM TO BE DETERMINED.
- 10F - AT CORRIDORS 644 & 644 REMOVE AND REPLACE CEILING LIGHT FIXTURES. CEILING LIGHT FIXTURE REPLACEMENT TO BE DETERMINED.
- 10G - EXISTING MECHANICAL UNIT TO BE REMOVED & REPLACED BY OWNER. CONTRACTOR SHALL RE-FINISH ALL WOOD MANSCOT CURRENTLY CONCEALED BY EXISTING MECHANICAL UNIT IN ACCORDANCE WITH SPECIFIC CONSTRUCTION NOTE 6K.



1 PARTIAL SIXTH FLOOR PLAN  
A1.1 1/4" = 1'-0"



Date: OCTOBER 15, 2012  
Drawn by: DEB Proj. Mgr.: EAR  
Revisions

No.	Date	Description

## PARTIAL SIXTH FLOOR PLAN

# A1.1

**PARTIAL 5TH & 6TH FLOOR RESTORATION**

FRANK J. LIGHT JUDICIAL COMPLEX

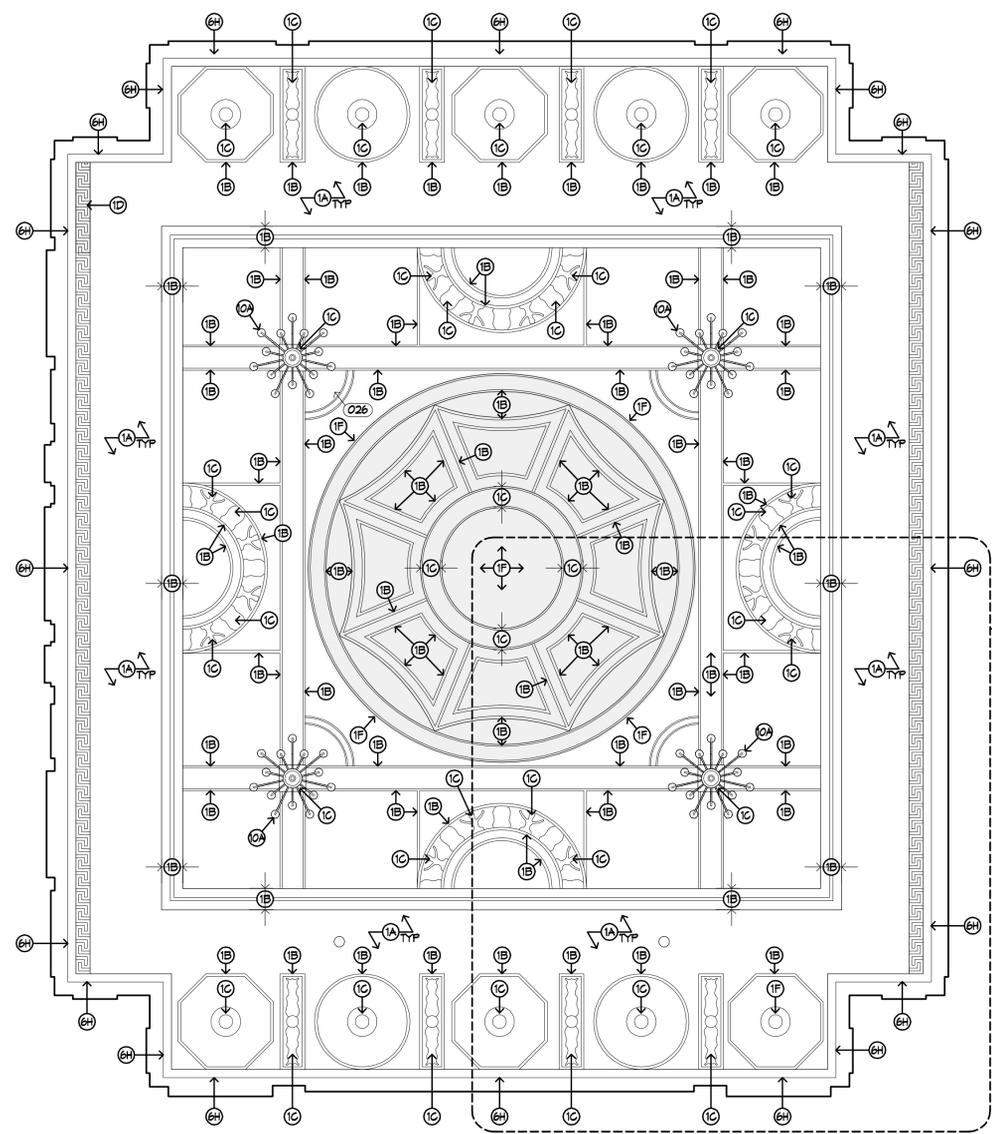


LIGHT JUDICIAL COMPLEX  
250 BENEFIT STREET  
PROVIDENCE, RI

**Edward Rowse ARCHITECTS**

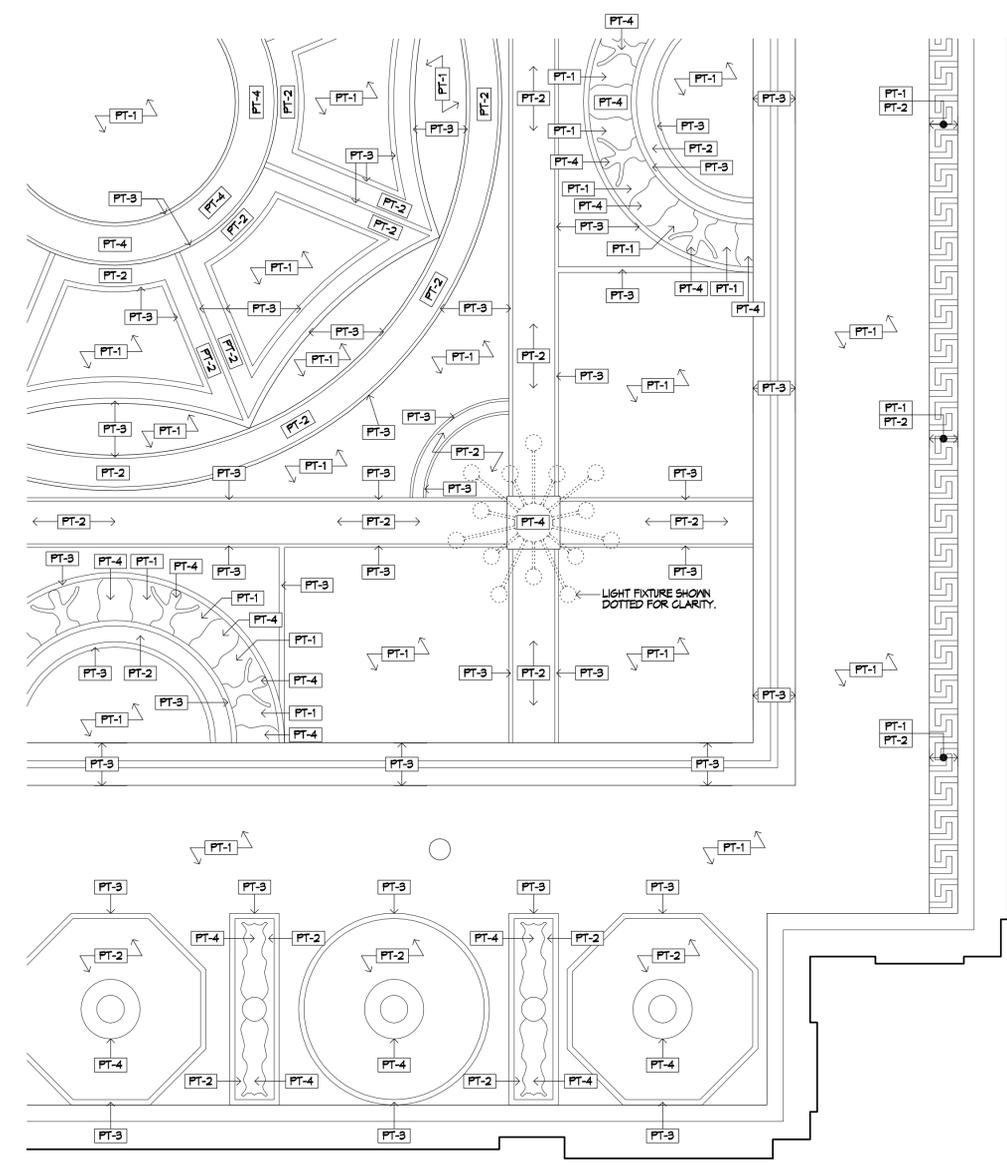
115 Cedar Street Providence, RI 02903-1082 (401) 331-9200  
Massachusetts Office (508) 252-5446  
e-mail: rowse@rowsearch.com

OWNERSHIP AND USE OF DOCUMENTS, DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF PROFESSIONAL SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. THESE DOCUMENTS ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECTS OR PURPOSES, OR BY ANY OTHER PARTIES THAN THOSE PROPERLY AUTHORIZED BY CONTRACT WITHOUT THE EXPRESS AUTHORIZATION OF THE ARCHITECT.



**1 COURTROOM REFLECTED CEILING PLAN**  
1/4" = 1'-0"

NOTES:  
1. SEE ALSO PHOTOGRAPHIC SURVEY IMAGE 001 ON SHEET A3.0.  
2. UNLESS NOTED OTHERWISE, PLASTER CEILING SURFACES SHALL RECEIVE SPECIFIC RESTORATION NOTE 1A. SEE DRAWING 2/A1.2 FOR TYPICAL FIELD / ACCENT COLOR LOCATIONS.



**2 PARTIAL COURTROOM REFLECTED CEILING PLAN**  
1/2" = 1'-0"

**GENERAL RESTORATION NOTES-**

- WOOD SURFACE RESTORATION OPERATIONS VARY UPON LOCATION. "RE-FINISH WOOD SURFACE" IN CONSTRUCTION DOCUMENTS MAY REFER TO:
  - A- CHEMICAL STRIPPING AND RE-FINISHING.
  - B- ABRASIVE STRIPPING AND RE-FINISHING.
  - C- CLEANING OF "HAZE" WITH TRISODIUM PHOSPHATE SOLUTION AND A CLEAR WATER RINSE.
 CONTRACTOR TO DETERMINE MOST APPROPRIATE RESTORATION OPERATION IN FIELD.
- LOW WALLS AND RAILINGS IN SUPERIOR COURT ROOM 12 (ROOM # 570) HAVE DAMAGED AND/OR MISSING MOLDINGS. CONTRACTOR TO REPLACE DAMAGED AND MISSING MOLDINGS WITH NEW MOLDINGS, MOLDING PROFILE AND WOOD SPECIES TO MATCH EXISTING.
- ALL SURFACES ARE TO BE CLEANED AND PREPARED PRIOR TO RECEIVING NEW FINISH.
- ALL EXPOSED WIRING SHALL BE REMOVED, REINSTALLED, AND CONCEALED. WIRE CONCEALMENT TO BE PROVIDED BY CONTRACTOR TO MATCH EXISTING. FINAL RACEWAY SYSTEM AS MANUFACTURED BY "LEGRAND". FINAL RACEWAY SYSTEM TO BE APPROVED BY ARCHITECT.

**LEGEND**

- PHOTOGRAPHIC SURVEY LOCATION TAG, SEE SHEETS A3.0-A3.1.
- SPECIFIC RESTORATION NOTE TAG.
- DRAWING ELEVATION / SECTION TAG.
- PAINTING TYPE TAG - SEE PAINT TYPE LEGEND FOR ADDITIONAL INFORMATION.
- POWER/SIGNAL FLOOR MOUNTED OUTLET BOX.

**SPECIFIC RESTORATION NOTES-**

- CEILINGS:**
  - 1A - RE-PAINT PLASTER SURFACES WITH MATTE SHEEN.
  - 1B - PLASTER MOLDINGS TO RECEIVE NEW PAINT FINISH WITH SATIN SHEEN.
  - 1C - ORNAMENTAL PLASTERWORK TO BE NIPPED WITH GLAZE AND TIP GILDED WITH GOLD TIPPING.
  - 1D - REPLACE DAMAGED/MISSING GREEK "FRET" BANDING.
  - 1E - CHEMICALLY STRIP PLASTER SURFACE TO SOLID SUBSTRATE.
  - 1F - REPLACE MISSING ORNAMENTAL PLASTERWORK, MATCH ADJACENT PLASTERWORK IN COMPARABLE LOCATION.
- MALLS:**
  - 2A - RE-PAINT PLASTER SURFACES WITH MATTE SHEEN.
  - 2B - PLASTER MOLDINGS TO RECEIVE NEW PAINT FINISH WITH SATIN SHEEN.
  - 2C - EXISTING CERAMIC TILE TO ± 6'-0" AFF. CLEAN CERAMIC TILE AND PROVIDE NEW PAINT FINISH AT EXPOSED PLASTER ABOVE.
  - 2D - EXISTING STONE MANSCOT TO ± 3'-0" AFF. CLEAN STONE MANSCOT AND PROVIDE NEW PAINT FINISH AT EXPOSED PLASTER ABOVE.
- FLOORS:**
  - 3A - REMOVE & REPLACE EXISTING CARPET.
  - 3B - REMOVE & SALVAGE EXISTING FLOOR MOUNTED SEATING. PRIOR TO INSTALLING NEW CARPET, REMOVE & REPLACE PLYWOOD UNDERLAYMENT TO MATCH EXISTING. EXISTING JURY SEATING SHALL BE RE-INSTALLED IN PLACE AND SECURED THROUGH NEW CARPET TO NEW LAYER OF PLYWOOD AT EXISTING LOCATIONS.
- DOORS:**
  - 4A - RE-FINISH ALL WOOD SURFACES BOTH SIDES OF DOOR. WOOD SURFACES INCLUDE DOOR STILES, RAILS, RAISED PANELS, AND DOOR FRAME.
  - 4B - RE-FINISH ALL WOOD CASING SURFACES, EACH SIDE OF DOOR.
  - 4C - CLEAN STONE CASING.
  - 4D - CLEAN GLASS SURFACES. GLASS SURFACES INCLUDE DOOR LITES, TRANSOMS, AND SIDELIGHTS AS OCCURS.
  - 4E - PROVIDE BRASS KICKPLATES AT BOTTOM OF DOUBLE DOORS. BRASS KICKPLATES TO BE 8" HIGH X WIDTH OF DOOR.
- WINDOWS:**
  - 5A - RE-FINISH INTERIOR WOOD SURFACES. WOOD SURFACES INCLUDE WINDOW CASINGS, MUNTINS, WINDOW FRAME, WINDOW CASING, & WINDOW SILL.

- GLASS LITE REPLACEMENT:** ALL WINDOWS IN SCOPE OF WORK HAVE TRUE DIVIDED LITES WITH INSULATED GLASS AND APPLIED WOOD GLAZING BEADS. INSULATED GLASS SEALANT HAS FAILED ON A NUMBER OF LITES IN UPPER AND LOWER WINDOW SASHES. CONDENSATION IS OCCURRING IN-BETWEEN THE INSULATED GLASS PANE. CONTRACTOR TO INVENTORY ALL DAMAGED LITES IN EACH WINDOW AND REPLACE DAMAGED LITES WITH NEW WINDOW SASHES. SASHES MAY BE REMOVED AND REINSTALLED AT THE CONTRACTOR'S DISCRETION. SEE UNIT PRICES. CONTRACTOR TO CARRY IN BASE BID REPLACEMENT OF 25 PANES OF EACH SIZE OF INSULATED GLASS LISTED IN SPECIFICATION SECTION 00310.
  - 5C - RE-FINISH EXPOSED SURFACES @ WOOD MECHANICAL UNIT ENCLOSURE.
  - 5D - RE-FINISH ORNAMENTAL WOOD WINDOW CASING INCLUDING ENGAGED PLASTERS, CROWN MOLDINGS, & KEYSTONE.
- MISCELLANEOUS WOOD:**
  - 6A - RE-FINISH WOOD CROWN.
  - 6B - RE-FINISH WOOD CHAIR RAIL.
  - 6C - RE-FINISH WOOD BASE.
  - 6D - RE-FINISH EXPOSED CABINETRY SURFACES (COUNTERTOP, RAISED PANEL DOORS, FACE FRAMES, & ADJUSTABLE SHELVES).
  - 6E - RE-FINISH WOOD RAILING SYSTEM, REFINISH WOOD RAILS & POSTS. CLEAN BRASS SUB RAIL AND FOOT REST. SEE GENERAL RESTORATION NOTE 2 FOR ADDITIONAL WORK.
  - 6F - RE-FINISH LOW WALL & COUNTERTOP WOOD SURFACES. SEE GENERAL RESTORATION NOTE 2 FOR ADDITIONAL WORK.
  - 6G - RE-FINISH WOOD HINGED SHELF.
  - 6H - RE-FINISH WOOD CORNER / ENTABLATURE.
  - 6I - RE-FINISH WOOD PLASTERS AND COLUMN CAPITALS.
  - 6J - RE-FINISH WOOD MANSCOT.
  - 6K - REPLACE DAMAGED / MISSING SECTION OF PILASTER CAPITAL.
  - 6L - RE-FINISH ORNAMENTAL WOOD PANNELING.
- MECHANICAL GRILLES:**
  - 7A - EXISTING MECHANICAL GRILLES SHALL BE STRIPPED, CLEANED, PRIMED, FINISH PAINTED (PAINT TYPE PT-5), AND REINSTALLED.
  - 7B - RE-FINISH WOOD GRATING MECHANICAL GRILLE.
- NEW CONSTRUCTION:** (SEE ADD ALTERNATE)
  - 8A - PROVIDE NEW FULL HEIGHT METAL STD WALL IV 5/8" GYP BOARD EACH SIDE.
  - 8B - PROVIDE NEW STONE MANSCOT PANNELING TO MATCH EXISTING.
  - 8C - PROVIDE NEW DOOR TO MATCH ADJACENT COURTROOM DOOR IN SIZE AND RAISED PANEL LAYOUT. PROVIDE STONE DOOR CASING EACH SIDE TO MATCH PROFILE OF OTHER CORRIDOR DOORS.

- STAIR:**
  - 9A - CLEAN BRASS HANDRAIL.
  - 9B - CLEAN ORNAMENTAL METAL BALUSTERS AND NEWEL POSTS. (BRONZE?)
  - 9C - RE-PAINT ALL (INSIDE & OUTSIDE FACES) STAIR STRINGER SURFACES & CLEAN METAL MEDALLIONS.
  - 9D - CLEAN STAIR TREADS & RISERS.
- MISCELLANEOUS:**
  - 10A - LIGHT FIXTURES: REMOVE CEILING MOUNTED CHANDELERS AND WALL SCOVES. CLEAN & RE-FINISH METAL COMPONENTS. RE-LAMP, RE-WIRE, AND REINSTALL FIXTURE.
  - 10B - REMOVE EXISTING SURFACE MOUNTED RACEWAY & ASSOCIATED WIRING WITHIN THE LIMITS OF COURTROOM 12. AFTER CARPET IS REMOVED, IF REQUIRED, CUT TRENCH IN SUB FLOOR TO RECEIVE NEW WIRING. REPLACE ALL FLOOR MOUNTED JUNCTION BOXES, INSULATED GLASS SEALANT HAS FAILED ON A NUMBER OF LITES IN UPPER AND LOWER WINDOW SASHES. CONDENSATION IS OCCURRING IN-BETWEEN THE INSULATED GLASS PANE. CONTRACTOR TO INVENTORY ALL DAMAGED LITES IN EACH WINDOW AND REPLACE DAMAGED LITES WITH NEW WINDOW SASHES. SASHES MAY BE REMOVED AND REINSTALLED AT THE CONTRACTOR'S DISCRETION. SEE UNIT PRICES. CONTRACTOR TO CARRY IN BASE BID REPLACEMENT OF 25 PANES OF EACH SIZE OF INSULATED GLASS LISTED IN SPECIFICATION SECTION 00310.
  - 10C - REMOVE EXISTING DOOR & INFILL WITH NEW WALL. REMOVE EXISTING DOOR, HARDWARE, WOOD FRAME, AND WOOD CASING. SALVAGE RAISED PANEL DOOR AND HARDWARE AND TURN OVER TO OWNER. INFILL EXISTING ROUGH OPENING WITH NEW STD WALL IV 5/8" GYP BOARD EACH SIDE. FINISH THICKNESS OF WALL TO MATCH EXISTING. ON TOILET ROOM SIDE, PROVIDE NEW CERAMIC TILE TO MATCH EXISTING (± 6'-0" AFF) ON OFFICE SIDE. PROVIDE NEW BASE HOLDINGS TO MATCH EXISTING. NEW GYP BOARD TO RECEIVE PAINT FINISH WITH THE REMAINDER OF THE ROOM GYP BOARD SURFACES.
  - 10D - EXISTING WINDOW BLINDS TO BE REMOVED AND REPLACED BY OTHERS.
  - 10E - RELOCATE EXPOSED WIRING MOUNTED TO WOOD / GYP BOARD SURFACES. WIRING TO BE RELOCATED TO A SURFACE MOUNTED RACEWAY SYSTEM AS MANUFACTURED BY "LEGRAND". FINAL RACEWAY SYSTEM TO BE DETERMINED.
  - 10F - AT CORRIDORS 644 & 649, REMOVE AND REPLACE CEILING LIGHT FIXTURES. CEILING LIGHT FIXTURE REPLACEMENT TO BE DETERMINED.
  - 10G - EXISTING MECHANICAL UNIT TO BE REMOVED & REPLACED BY OWNER. CONTRACTOR SHALL RE-FINISH ALL WOOD MANSCOT CURRENTLY CONCEALED BY EXISTING MECHANICAL UNIT IN ACCORDANCE WITH SPECIFIC CONSTRUCTION NOTE 6K.

**PAINT TYPE LEGEND**

- PT-1** TYPICAL WALL / CEILING FINISH  
MATTE SHEEN  
BENJAMIN MOORE COLOR # HC-27 - "MONTEREY WHITE"
- PT-2** ACCENT WALL / CEILING FINISH  
SATIN SHEEN  
BENJAMIN MOORE COLOR # 1066 - "SQUIRE HILL BUFF"
- PT-3** PLASTER MOLDING ACCENT FINISH  
MATTE SHEEN  
BENJAMIN MOORE COLOR # 1064 - "TWILIGHT GOLD"
- PT-4** ORNAMENTAL PLASTER FINISH  
MATTE SHEEN  
BENJAMIN MOORE COLOR # 1066 - "SQUIRE HILL BUFF"  
GOLD LEAF TIPPING
- PT-5** MECHANICAL GRILLE FINISH  
GLOSS SHEEN  
DARK / BLACK PAINT COLOR



Date: OCTOBER 15, 2012

Drawn by: DEB Proj. Mgr.: EAR

Revisions

No.	Date	Description

**PARTIAL FIFTH FLOOR REFLECTED CEILING PLAN**

**A1.2**

**PARTIAL 5TH & 6TH FLOOR RESTORATION**

FRANK J. LIGHT JUDICIAL COMPLEX



LIGHT JUDICIAL COMPLEX  
250 BENEFIT STREET  
PROVIDENCE, RI

**Edward Rowse ARCHITECTS**

115 Cedar Street Providence, RI 02903-1082 (401) 331-9200  
Massachusetts Office (508) 252-5446  
e-mail: rowse@rowsearch.com

OWNERSHIP AND USE OF DOCUMENTS, DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF PROFESSIONAL SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. THESE DOCUMENTS ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECTS OR PURPOSES, OR BY ANY OTHER PARTIES THAN THOSE PROPERLY AUTHORIZED BY CONTRACT WITHOUT THE EXPRESS AUTHORIZATION OF THE ARCHITECT.

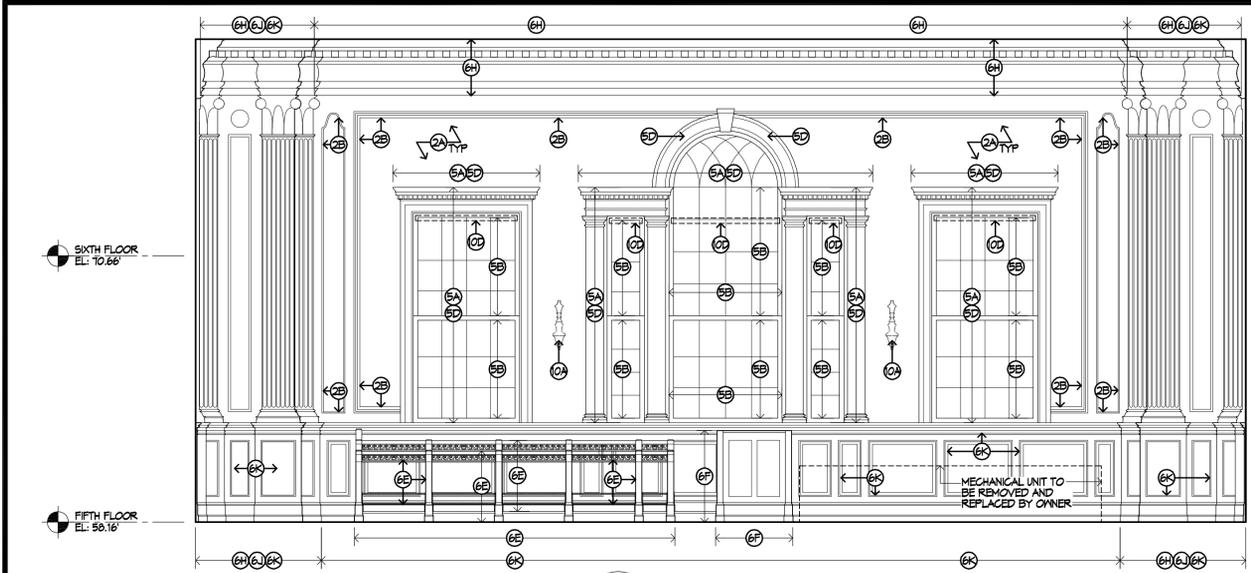


Date: OCTOBER 15, 2012  
Drawn by: DEB Proj. Mgr.: EAR

No.	Date	Description

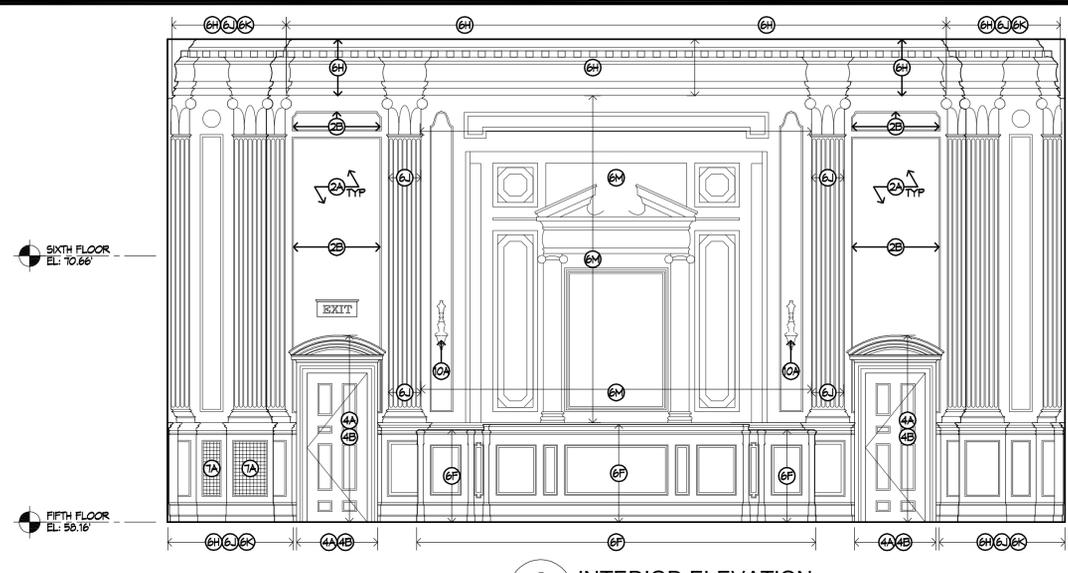
**INTERIOR ELEVATIONS**

**A2.0**

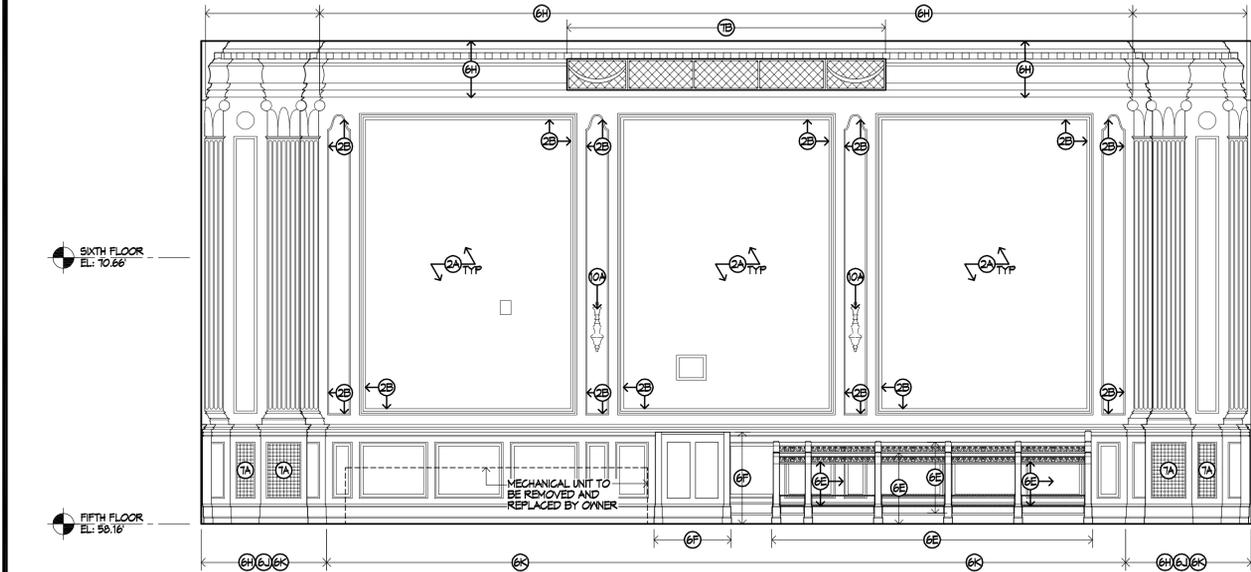


**1 INTERIOR ELEVATION**  
A2.0 1/4" = 1'-0"

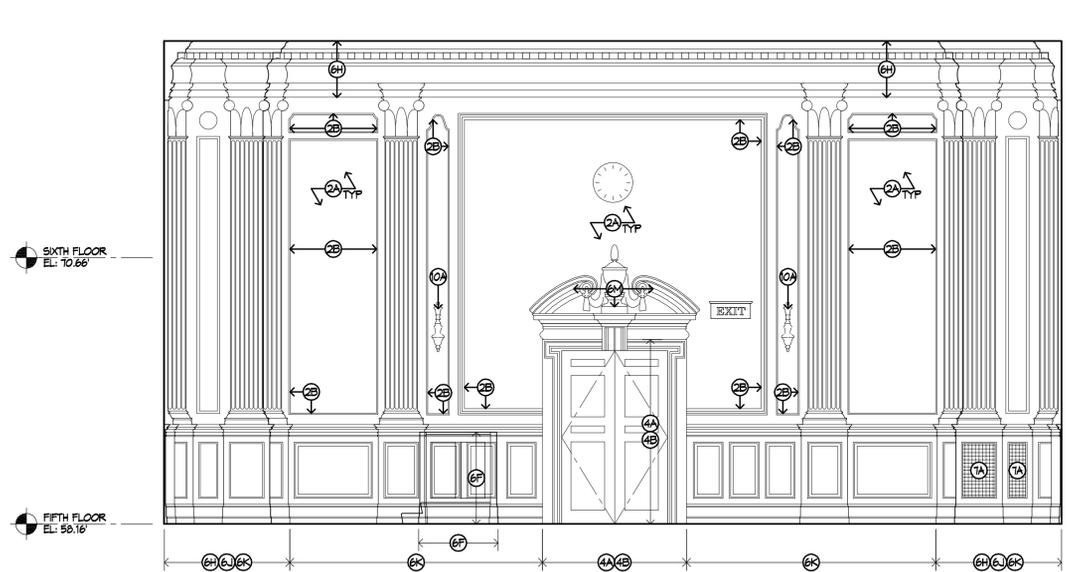
NOTE: UNLESS NOTED OTHERWISE, PLASTER WALL SURFACES ON DRAWINGS 1-4/A2.0 SHALL RECEIVE SPECIFIC RESTORATION NOTE 2A. SEE DRAWING 5/A2.0 FOR TYPICAL FIELD / ACCENT COLOR LOCATIONS.



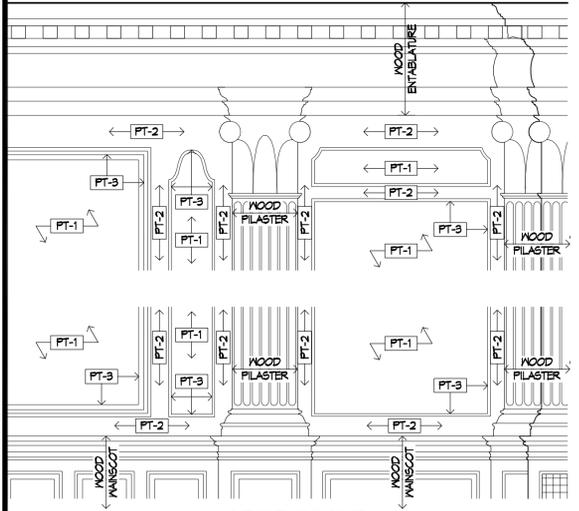
**2 INTERIOR ELEVATION**  
A2.0 1/4" = 1'-0"



**3 INTERIOR ELEVATION**  
A2.0 1/4" = 1'-0"



**4 INTERIOR ELEVATION**  
A2.0 1/4" = 1'-0"



**5 LARGE SCALE INTERIOR ELEVATION**  
A2.0 1/2" = 1'-0"

**GENERAL RESTORATION NOTES-**

- WOOD SURFACE RESTORATION OPERATIONS VARY UPON LOCATION. "RE-FINISH WOOD SURFACE" IN CONSTRUCTION DOCUMENTS MAY REFER TO:
  - A- CHEMICAL STRIPPING AND RE-FINISHING.
  - B- ABRASIVE SANDING AND RE-FINISHING.
  - C- CLEANING OF "HAZE" WITH TRISODIUM PHOSPHATE SOLUTION AND A CLEAR WATER RINSE.
 CONTRACTOR TO DETERMINE MOST APPROPRIATE RESTORATION OPERATION IN FIELD.
- LOW WALLS AND RAILINGS IN SUPERIOR COURT ROOM 12 (ROOM # 510) HAVE DAMAGED AND/OR MISSING HOLDINGS. CONTRACTOR TO REPLACE DAMAGED AND MISSING HOLDINGS WITH NEW MOLDINGS, MOLDING PROFILE AND WOOD SPECIES TO MATCH EXISTING.
- ALL SURFACES ARE TO BE CLEANED AND PREPARED PRIOR TO RECEIVING NEW FINISH.
- ALL EXPOSED WIRING SHALL BE REMOVED, REINSTALLED, AND CONCEALED. WIRE CONCEALMENT TO BE PROVIDED BY RACENAY SYSTEM AS MANUFACTURED BY "LEGRAND". FINAL RACENAY SYSTEM TO BE APPROVED BY ARCHITECT.

**LEGEND**

	PHOTOGRAPHIC SURVEY LOCATION TAG, SEE SHEETS A3.0-A3.1.
	SPECIFIC RESTORATION NOTE TAG.
	DRAWING ELEVATION / SECTION TAG
	PAINTING TYPE TAG - SEE PAINT TYPE LEGEND FOR ADDITIONAL INFORMATION.
	POWER/SIGNAL FLOOR MOUNTED OUTLET BOX.

**SPECIFIC RESTORATION NOTES-**

- CEILINGS:
  - 1A - RE-PAINT PLASTER SURFACES WITH MATTE SHEEN.
  - 1B - PLASTER MOLDINGS TO RECEIVE NEW PAINT FINISH WITH SATIN SHEEN.
  - 1C - ORNAMENTAL PLASTERWORK TO BE WIPED WITH GLAZE AND TIP GILDING WITH GOLD TIPPING.
  - 1D - REPLACE DAMAGED MISSING GREEK "FRET" BANDING.
  - 1E - CHEMICALLY STRIP PLASTER SURFACE TO SOUND SUBSTRATE.
  - 1F - REPLACE MISSING ORNAMENTAL PLASTERWORK, MATCH ADJACENT PLASTERWORK IN COMPARABLE LOCATION.
- WALLS:
  - 2A - RE-PAINT PLASTER SURFACES WITH MATTE SHEEN.
  - 2B - PLASTER MOLDINGS TO RECEIVE NEW PAINT FINISH WITH SATIN SHEEN.
  - 2C - EXISTING CERAMIC TILE TO 1'-6" AFF. CLEAN CERAMIC TILE AND PROVIDE NEW PAINT FINISH AT EXPOSED PLASTER ABOVE.
  - 2D - EXISTING STONE MANSCOT TO ± 30" AFF. CLEAN STONE MANSCOT AND PROVIDE NEW PAINT FINISH AT EXPOSED PLASTER ABOVE.
- FLOORS:
  - 3A - REMOVE & REPLACE EXISTING CARPET.
  - 3B - REMOVE & SALVAGE EXISTING FLOOR MOUNTED SEATING.
  - 3C - PRIOR TO INSTALLING NEW CARPET, REMOVE & REPLACE FLYWOOD UNDERLAYMENT TO MATCH EXISTING. EXISTING JURY SEATING SHALL BE RE-INSTALLED IN PLACE AND SECURED THROUGH NEW CARPET TO NEW LAYER OF FLYWOOD AT EXISTING LOCATIONS.
- DOORS:
  - 4A - RE-FINISH ALL WOOD SURFACES BOTH SIDES OF DOOR. WOOD SURFACES INCLUDE DOOR STILES, RAILS, RAISED PANELS, AND DOOR FRAME.
  - 4B - RE-FINISH ALL WOOD CASING SURFACES, EACH SIDE OF DOOR.
  - 4C - CLEAN STONE CASING.
  - 4D - EXISTING STONE CASINGS, GLASS SURFACES INCLUDE DOOR LITES, TRANSOMS, AND DELIGHTS AS OCCURS.
  - 4E - PROVIDE BRASS KICKPLATES AT BOTTOM OF DOUBLE DOORS. BRASS KICKPLATES TO BE 6" HIGH X WIDTH OF DOOR.
- WINDOWS:
  - 5A - RE-FINISH INTERIOR WOOD SURFACES, WOOD SURFACES INCLUDE WINDOW SASHES, MUNTINS, WINDOW FRAME, WINDOW CASING, & WINDOW SILL.

- 5B - GLASS LITE REPLACEMENT: ALL WINDOWS IN SCOPE OF WORK HAVE TRUE DIVIDED LITES WITH INSULATED GLASS AND APPLIED WOOD GLAZING BEADS. INSULATED GLASS SEALANT HAS FAILED ON A NUMBER OF LITES IN UPPER AND LOWER WINDOW SASHES. CONDENSATION IS OCCURRING IN-BETWEEN THE INSULATED GLASS PANE. CONTRACTOR TO INVENTORY ALL DAMAGED LITES IN EACH WINDOW AND REPLACE DAMAGED LITES WITH NEW WINDOW SASHES MAY BE REMOVED AND REINSTALLED AT THE CONTRACTOR'S DISCRETION. SEE UNIT PRICES. CONTRACTOR TO CARRY IN BASE BID REPLACEMENT OF 25 PANEES OF EACH SIZE OF INSULATED GLASS LISTED IN SPECIFICATION SECTION 02030.
- 5C - RE-FINISH EXPOSED SURFACES & WOOD MECHANICAL UNIT ENCLOSURE.
- 5D - RE-FINISH ORNAMENTAL WOOD WINDOW CASING INCLUDING ENGAGED PLASTERS, CROWN HOLDINGS, & KEYSTONE.
- MISCELLANEOUS WOOD:
  - 6A - RE-FINISH WOOD CROWN.
  - 6B - RE-FINISH WOOD CHAIR RAIL.
  - 6C - RE-FINISH WOOD MANSCOT.
  - 6D - RE-FINISH EXPOSED CABINETRY SURFACES (COUNTERTOP, RAISED PANEL, DOORS, FACE FRAMES, & ADJUSTABLE SHELVES).
  - 6E - RE-FINISH WOOD RAILING SYSTEM, REFINISH WOOD RAILS & POSTS, CLEAN BRASS SUB RAIL, AND FOOT REST. SEE GENERAL RESTORATION NOTE 2 FOR ADDITIONAL WORK.
  - 6F - RE-FINISH LOW WALL / COUNTERTOP WOOD SURFACES. SEE GENERAL RESTORATION NOTE 2 FOR ADDITIONAL WORK.
  - 6G - RE-FINISH WOOD MANSCOT.
  - 6H - RE-FINISH WOOD CORNICE / ENTABLATURE.
  - 6J - RE-FINISH WOOD PLASTERS AND COLUMN CAPITALS.
  - 6K - RE-FINISH WOOD MANSCOT TO NEW LAYER OF FLYWOOD AT EXISTING LOCATIONS.
  - 6L - REPLACE DAMAGED / MISSING SECTION OF PILLASTER CAPITAL.
  - 6M - RE-FINISH ORNAMENTAL WOOD PANNELLING.
- MECHANICAL GRILLES:
  - 7A - EXISTING MECHANICAL GRILLES SHALL BE STRIPPED, CLEANED, PRIMED, FINISH PAINTED (PAINT TYPE PT-5), AND REINSTALLED.
  - 7B - RE-FINISH WOOD GRATING MECHANICAL GRILLE.
- NEW CONSTRUCTION: (SEE ADD ALTERNATE)
  - 8A - PROVIDE NEW FULL HEIGHT 6" METAL STUD WALL, 1/4" 5/8" GYP BOARD EACH SIDE.
  - 8B - PROVIDE BRASS KICKPLATES TO MATCH EXISTING.
  - 8C - PROVIDE NEW WOOD DOOR TO MATCH ADJACENT COURTROOM DOOR IN SIZE AND RAISED PANEL LAYOUT. PROVIDE 6" HIGH X 1/2" WIDE SIDE TO MATCH PROFILE OF OTHER CORRIDOR DOORS.

- 9 - STAIR:
  - 9A - CLEAN BRASS HANDRAIL.
  - 9B - CLEAN ORNAMENTAL METAL BALUSTERS AND NEWEL POSTS. (BRONZE?)
  - 9C - RE-PAINT ALL (INSIDE & OUTSIDE FACES) STAIR STRINGER SURFACES & CLEAN METAL MEDALLIONS.
  - 9D - CLEAN STAIR TREADS & RISERS.
- MISCELLANEOUS:
  - 10A - LIGHT FIXTURES: REMOVE CEILING MOUNTED CHANDELIERS AND WALL SCONCES. CLEAN & RE-FINISH METAL COMPONENTS. RE-LAMP, RE-WIRE, AND REINSTALL FIXTURE.
  - 10B - REMOVE EXISTING SURFACE MOUNTED RACENAY & ASSOCIATED WIRING WITHIN THE LIMITS OF COURTROOM 12. AFTER CARPET IS REMOVED IF REQUIRED, CUT TRENCH IN SUB FLOOR TO RECEIVE NEW WIRING. REPLACE ALL FLOOR MOUNTED JUNCTION BOXES FOR POWER AND AUDIO SIGNAL. PROVIDE NEW CABLING, JUNCTION BOXES, AND FLOOR RECEPTACLES AT TEN LOCATIONS AS SHOWN ON DRAWING 1/A1.0. NEW JUNCTION BOXES, FLOOR RECEPTACLES, AND ANY NECESSARY RACENAYS / INFLOOR DUCTING TO BE FROM THE "WIREMOLD" PRODUCT LINE AS MANUFACTURED BY "LEGRAND". FLOOR RECEPTACLES TO BE FLUSH MOUNTED, BRASS FLANGE WITH A BRUSHED FINISH. FINAL POWER & SIGNAL SYSTEM AND FLOOR BOX LOCATIONS TO BE APPROVED BY ARCHITECT.
  - 10C - REMOVE EXISTING DOOR & INFILL WITH NEW WALL. REMOVE EXISTING DOOR, HARDWARE, WOOD FRAME, AND WOOD CASING. SALVAGE RAISED PANEL, DOOR AND HARDWARE AND TURN OVER TO OWNER. INFILL EXISTING ROUGH OPENING WITH NEW 5/16" 6/16" GYP BOARD EACH SIDE. FINISH THICKNESS OF WALL TO MATCH EXISTING. ON TOILET ROOM SIDE, PROVIDE NEW CERAMIC TILE TO MATCH EXISTING (1'-6" AFF) ON BOARD TO RECEIVE PAINT FINISH WITH THE REMAINDER OF THE ROOM.
  - 10D - 6" GYP BOARD SURFACES TO BE REMOVED AND REPLACED BY OTHERS.
  - 10E - RELOCATE EXPOSED WIRING MOUNTED TO WOOD / GYP BOARD SURFACES. WIRING TO BE RELOCATED TO A SURFACE MOUNTED RACENAY SYSTEM AS MANUFACTURED BY "LEGRAND". FINAL RACENAY SYSTEM TO BE DETERMINED.
  - 10F - AT CORRIDORS 644 & 645 REMOVE AND REPLACE CEILING LIGHT FIXTURE. CEILING LIGHT FIXTURE REPLACEMENT TO BE DETERMINED.
  - 10G - EXISTING MECHANICAL UNIT TO BE REMOVED & REPLACED BY OWNER. CONTRACTOR SHALL RE-FINISH ALL WOOD MANSCOT CURRENTLY LAYOUT. PROVIDE EXISTING MECHANICAL UNIT IN ACCORDANCE WITH SPECIFIC CONSTRUCTION NOTE 6K.

**PAINT TYPE LEGEND**

	TYPICAL WALL / CEILING FINISH MATTE SHEEN BENJAMIN MOORE COLOR # HC-27 - 'MONTEREY WHITE'
	ACCENT WALL / CEILING FINISH MATTE SHEEN BENJAMIN MOORE COLOR # 1068 - 'SQUIRE HILL BUFF'
	PLASTER MOLDING ACCENT FINISH MATTE SHEEN BENJAMIN MOORE COLOR # 1064 - 'TWILIGHT GOLD'
	ORNAMENTAL PLASTER FINISH MATTE SHEEN BENJAMIN MOORE COLOR # 1068 - 'SQUIRE HILL BUFF' GLAZING GOLD LEAF TIPPING
	MECHANICAL GRILLE FINISH GLOSS SHEEN DARK / BLACK PAINT COLOR

**PARTIAL 5TH & 6TH FLOOR RESTORATION**

FRANK J. LIGHT JUDICIAL COMPLEX

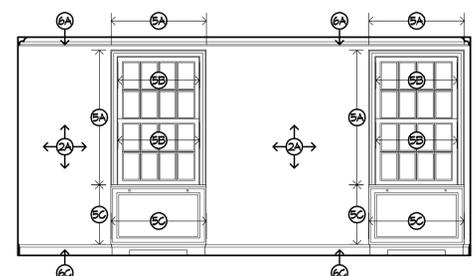


LIGHT JUDICIAL COMPLEX  
250 BENEFIT STREET  
PROVIDENCE, RI

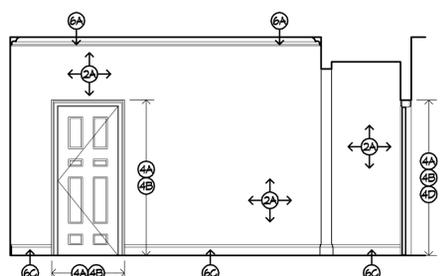
**Edward Rowse ARCHITECTS**

115 Cedar Street (401) 331-9200  
Providence, RI 02903-1082 Fax (401) 331-9270  
Massachusetts Office (508) 252-5446  
e-mail: rowse@rowsearch.com

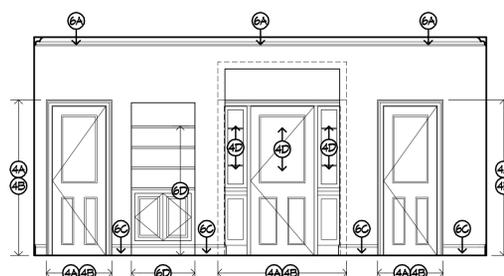
OWNERSHIP AND USE OF DOCUMENTS, DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF PROFESSIONAL SERVICE, ARE AND SHALL REMAIN, THE PROPERTY OF THE ARCHITECT. THESE DOCUMENTS ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECTS OR PURPOSES, OR BY ANY OTHER PARTIES THAN THOSE PROPERLY AUTHORIZED BY CONTRACT WITHOUT THE EXPRESS AUTHORIZATION OF THE ARCHITECT.



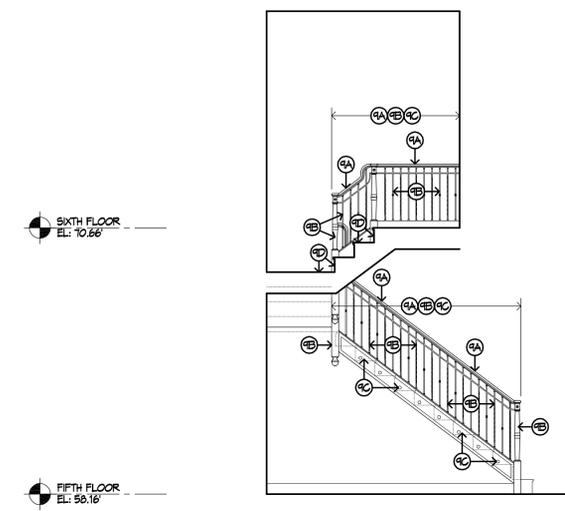
**1 INTERIOR ELEVATION**  
A2.1 1/4" = 1'-0"



**2 INTERIOR ELEVATION**  
A2.1 1/4" = 1'-0"



**3 INTERIOR ELEVATION**  
A2.1 1/4" = 1'-0"



**4 SECTION / ELEVATION**  
A2.1 1/4" = 1'-0"

**GENERAL RESTORATION NOTES-**

- WOOD SURFACE RESTORATION OPERATIONS VARY UPON LOCATION. "RE-FINISH WOOD SURFACE" IN CONSTRUCTION DOCUMENTS MAY REFER TO:
  - A- CHEMICAL STRIPPING AND RE-FINISHING.
  - B- ABRASIVE SANDING AND RE-FINISHING.
  - C- CLEANING OF "HAZE" WITH TRISODIUM PHOSPHATE SOLUTION AND A CLEAR WATER RINSE.
 CONTRACTOR TO DETERMINE MOST APPROPRIATE RESTORATION OPERATION IN FIELD.
- LOUW WALLS AND RAILINGS IN SUPERIOR COURT ROOM 12 (ROOM # 570) HAVE DAMAGED AND/OR MISSING MOLDINGS. CONTRACTOR TO REPLACE DAMAGED AND MISSING MOLDINGS WITH NEW MOLDINGS, MOLDING PROFILE AND WOOD SPECIES TO MATCH EXISTING.
- ALL SURFACES ARE TO BE CLEANED AND PREPARED PRIOR TO RECEIVING NEW FINISH.
- ALL EXPOSED WIRING SHALL BE REMOVED, REINSTALLED, AND CONCEALED. WIRE CONCEALMENT TO BE PROVIDED BY RACEWAY SYSTEM AS MANUFACTURED BY "LEGRAND". FINAL RACEWAY SYSTEM TO BE APPROVED BY ARCHITECT.

**LEGEND**

- 0000 PHOTOGRAPHIC SURVEY LOCATION TAG, SEE SHEETS A3.0-A3.1.
- ⊖ SPECIFIC RESTORATION NOTE TAG.
- ⊕ DRAWING ELEVATION / SECTION TAG
- PT-# PAINTING TYPE TAG - SEE PAINT TYPE LEGEND FOR ADDITIONAL INFORMATION.
- POWER/SIGNAL FLOOR MOUNTED OUTLET BOX.

**PAINT TYPE LEGEND**

- PT-1 TYPICAL WALL / CEILING FINISH  
MATTE SHEEN  
BENJAMIN MOORE COLOR # HC-21 - "MONTEREY WHITE"
- PT-2 ACCENT WALL / CEILING FINISH  
MATTE SHEEN  
BENJAMIN MOORE COLOR # 1068 - "SQUIRE HILL BUFF"
- PT-3 PLASTER MOLDING ACCENT FINISH  
SATIN SHEEN  
BENJAMIN MOORE COLOR # 1064 - "TWILIGHT GOLD"
- PT-4 ORNAMENTAL PLASTER FINISH  
MATTE SHEEN  
BENJAMIN MOORE COLOR # 1068 - "SQUIRE HILL BUFF"  
GLAZING  
GOLD LEAF TIPPING
- PT-5 MECHANICAL GRILLE FINISH  
GLOSS SHEEN  
DARK / BLACK PAINT COLOR

**SPECIFIC RESTORATION NOTES-**

- CEILINGS:
  - 1A - RE-PAINT PLASTER SURFACES WITH MATTE SHEEN.
  - 1B - PLASTER MOLDINGS TO RECEIVE NEW PAINT FINISH WITH SATIN SHEEN.
  - 1C - ORNAMENTAL PLASTERWORK TO BE WIPED WITH GLAZE AND TIP GILDED WITH GOLD TIPPING.
  - 1D - REPLACE DAMAGED/MISSING GREEK "TREET" BANDING.
  - 1E - CARBONALLY STRIP PLASTER SURFACE TO SOUND SUBSTRATE.
  - 1F - REPLACE MISSING ORNAMENTAL PLASTERWORK, MATCH ADJACENT PLASTERWORK IN COMPARABLE LOCATION.
- WALLS:
  - 2A - RE-PAINT PLASTER SURFACES WITH MATTE SHEEN.
  - 2B - PLASTER MOLDINGS TO RECEIVE NEW PAINT FINISH WITH SATIN SHEEN.
  - 2C - EXISTING CERAMIC TILE TO ± 8'-0" AFF. CLEAN CERAMIC TILE AND PROVIDE NEW PAINT FINISH AT EXPOSED PLASTER ABOVE.
  - 2D - EXISTING STONE MANSCOT TO ± 30" AFF. CLEAN STONE MANSCOT AND PROVIDE NEW PAINT FINISH AT EXPOSED PLASTER ABOVE.
- FLOORS:
  - 3A - REMOVE & REPLACE EXISTING CARPET.
  - 3B - REMOVE & SALVAGE EXISTING FLOOR MOUNTED SEATING. PRIOR TO INSTALLING NEW CARPET, REMOVE & REPLACE PLYWOOD UNDERLAYMENT TO MATCH EXISTING. EXISTING JURY SEATING SHALL BE RE-INSTALLED IN PLACE AND SECURED THROUGH NEW CARPET TO NEW LAYER OF PLYWOOD AT EXISTING LOCATIONS.
- DOORS:
  - 4A - RE-FINISH ALL WOOD SURFACES BOTH SIDES OF DOOR. WOOD SURFACES INCLUDE DOOR STILES, RAILS, RAISED PANELS, AND DOOR FRAME.
  - 4B - RE-FINISH ALL WOOD CASING SURFACES, EACH SIDE OF DOOR.
  - 4C - CLEAN STONE CASING.
  - 4D - CLEAN GLASS SURFACES. GLASS SURFACES INCLUDE DOOR LITES, TRANSOMS, AND SIDELIGHTS AS OCCURS.
  - 4E - PROVIDE BRASS KICKPLATES AT BOTTOM OF DOUBLE DOORS. BRASS KICKPLATES TO BE 8" HIGH x WIDTH OF DOOR.
- WINDOWS:
  - 5A - RE-FINISH INTERIOR WOOD SURFACES. WOOD SURFACES INCLUDE WINDOW SASHES, MUNTINS, WINDOW FRAME, WINDOW CASING, & WINDOW SILL.
  - 5B - GLASS LITE REPLACEMENT: ALL WINDOWS IN SCOPE OF WORK HAVE TRUE DIVIDED LITES WITH INSULATED GLASS AND APPLIED WOOD GLAZING BEADS. INSULATED GLASS SEALANT HAS FAILED ON A NUMBER OF LITES IN UPPER AND LOWER WINDOW SASHES. CONDENSATION IS OCCURRING IN-BETWEEN THE INSULATED GLASS PANE. CONTRACTOR TO INVENTORY ALL DAMAGED LITES IN EACH WINDOW AND REPLACE DAMAGED LITES WITH NEW WINDOW SASHES MAY BE REMOVED AND REINSTALLED AT THE CONTRACTOR'S DISCRETION. SEE UNIT PRICES. CONTRACTOR TO CARRY IN BASE BID REPLACEMENT OF 25 PANES OF EACH SIZE OF INSULATED GLASS LISTED IN SPECIFICATION SECTION 02310.
  - 5C - RE-FINISH EXPOSED SURFACES @ WOOD MECHANICAL UNIT ENCLOSURE.
  - 5D - RE-FINISH ORNAMENTAL WOOD WINDOW CASING INCLUDING ENGAGED PLASTER, CROWN MOLDINGS, & KEYSTONE.
- MISCELLANEOUS WOOD:
  - 6A - RE-FINISH WOOD CROWN.
  - 6B - RE-FINISH WOOD CHAIR RAIL.
  - 6C - RE-FINISH WOOD BASE.
  - 6D - RE-FINISH EXPOSED CABINETRY SURFACES (COUNTERTOP, RAISED PANEL, DOORS, FACE FRAMES, & ADJUSTABLE SHELVES).
  - 6E - RE-FINISH WOOD RAILING SYSTEM, REFINISH WOOD RAILS & POSTS, CLEAN BRASS SUB RAIL AND FOOT REST. SEE GENERAL RESTORATION NOTE 2 FOR ADDITIONAL WORK.
  - 6F - RE-FINISH LOW WALL & COUNTERTOP WOOD SURFACES. SEE GENERAL RESTORATION NOTE 2 FOR ADDITIONAL WORK.
  - 6G - RE-FINISH WOOD HINGED SHELL.
  - 6H - RE-FINISH WOOD CORNICE / ENTABLATURE.
  - 6J - RE-FINISH WOOD PILASTERS AND COLUMN CAPITALS.
  - 6K - RE-FINISH WOOD MANSCOT.
  - 6L - REPLACE DAMAGED / MISSING SECTION OF PILASTER CAPITAL.
  - 6M - RE-FINISH ORNAMENTAL WOOD PANNELLING.
- MECHANICAL GRILLES:
  - 7A - EXISTING MECHANICAL GRILLES SHALL BE STRIPPED, CLEANED, PRIMED, FINISH PAINTED (PAINT TYPE PT-5), AND REINSTALLED.
  - 7B - RE-FINISH WOOD GRATING MECHANICAL GRILLE.
- NEW CONSTRUCTION: (SEE ADD ALTERNATE)
  - 8A - PROVIDE NEW FULL HEIGHT 6" METAL STUD WALL IV 5/8" GYP BOARD EACH SIDE.
  - 8B - PROVIDE NEW STONE MANSCOT PANNELLING TO MATCH EXISTING.
  - 8C - PROVIDE NEW WOOD DOOR TO MATCH ADJACENT COURTROOM DOOR IN SIZE AND RAISED PANEL LAYOUT. PROVIDE STONE DOOR CASINGS EACH SIDE TO MATCH PROFILE OF OTHER CORRIDOR DOORS.
- STAIR:
  - 9A - CLEAN BRASS HANDRAIL.
  - 9B - CLEAN ORNAMENTAL METAL BALUSTERS AND NEVEL POSTS. (BRONZE?)
  - 9C - RE-PAINT ALL (INSIDE & OUTSIDE FACES) STAIR STRINGER SURFACES & CLEAN METAL MEDALLIONS.
  - 9D - CLEAN STAIR TREADS & RISERS.
- MISCELLANEOUS:
  - 10A - LIGHT FIXTURES: REMOVE CEILING MOUNTED CHANDELIERS AND WALL SCENES. CLEAN & RE-FINISH METAL COMPONENTS. RE-LAMP RE-WIRE AND REINSTALL FIXTURE.
  - 10B - REMOVE EXISTING SURFACE MOUNTED RACEWAY & ASSOCIATED WIRING WITHIN THE LIMITS OF COURTROOM 12. AFTER CARPET IS REMOVED, IF REQUIRED, CUT TRENCH IN SUB FLOOR TO RECEIVE NEW WIRING. REPLACE ALL FLOOR MOUNTED JUNCTION BOXES FOR POWER AND AUDIO SIGNAL. PROVIDE NEW CASING, JUNCTION BOXES, AND FLOOR RECEPTACLES AT TEN LOCATIONS AS SHOWN ON DRAWING 1/4.0. NEW JUNCTION BOXES FLOOR RECEPTACLES, AND ANY NECESSARY RACEWAYS / INFLOR DUCTING TO BE FROM THE "WIREMOLD" PRODUCT LINE AS MANUFACTURED BY "LEGRAND". FLOOR RECEPTACLES TO BE FLUSH MOUNTED. BRASS FLANGE WITH A BRUSHED FINISH. FINAL POWER & SIGNAL SYSTEM AND FLOOR BOX LOCATIONS TO BE APPROVED BY ARCHITECT.
  - 10C - REMOVE EXISTING DOOR & INFILL WITH NEW WALL. REMOVE EXISTING DOOR, HARDWARE, WOOD FRAME, AND WOOD CASING. SALVAGE RAISED PANEL, DOOR AND HARDWARE AND TURN OVER TO OWNER. INFILL EXISTING ROUGH OPENING WITH NEW STUD WALL IV 5/8" GYP BOARD EACH SIDE. FINISH THICKNESS OF WALL TO MATCH EXISTING. ON TOILET ROOM SIDE, PROVIDE NEW CERAMIC TILE TO MATCH EXISTING (± 8'-0" AFF) ON OFFICE SIDE. PROVIDE NEW BASE MOLDING TO MATCH EXISTING. NEW GYP BOARD TO RECEIVE PAINT FINISH WITH THE REMAINDER OF THE ROOM GYP BOARD SURFACES.
  - 10D - EXISTING WINDOW BLINDS TO BE REMOVED AND REPLACED BY OTHERS.
  - 10E - RELOCATE EXPOSED WIRING MOUNTED TO WOOD / GYP BOARD SURFACES. WIRING TO BE RELOCATED TO A SURFACE MOUNTED RACEWAY SYSTEM AS MANUFACTURED BY "LEGRAND". FINAL RACEWAY SYSTEM TO BE DETERMINED.
  - 10F - AT CORRIDORS 644 & 649. REMOVE AND REPLACE CEILING LIGHT FIXTURES. CEILING LIGHT FIXTURE REPLACEMENT TO BE DETERMINED.
  - 10G - EXISTING MECHANICAL UNIT TO BE REMOVED & REPLACED BY OWNER. CONTRACTOR SHALL RE-FINISH ALL WOOD MANSCOT CURRENTLY CONCEALED BY EXISTING MECHANICAL UNIT IN ACCORDANCE WITH SPECIFIC CONSTRUCTION NOTE 6K.

ROOM FINISH SCHEDULE											
#	ROOM	FLOOR			WALLS		CEILING				REMARKS
		MAT	FIN	BASE	MAT	FIN	MAT	FIN	HEIGHT	TYPE	
564	CORRIDOR	STONE	---	STONE	PLASTER	PAINT	PLASTER	PAINT	± 10'-3"		
564A	CORRIDOR	STONE	---	STONE	PLASTER	PAINT	PLASTER	PAINT	± 10'-3"		
565	OFFICE	---	CARPET	WOOD	PLASTER	PAINT	PLASTER	PAINT	± 10'-3"		
566	OFFICE	---	CARPET	WOOD	PLASTER	PAINT	PLASTER	PAINT	± 10'-3"		
567	TOILET	---	TILE	---	PLASTER	PAINT	PLASTER	PAINT	± 10'-3"		
568	CLOSET	---	CARPET	---	PLASTER	PAINT	PLASTER	PAINT	± 10'-3"		
569	JUDGE'S CHAMBERS	---	CARPET	WOOD	PLASTER	PAINT	PLASTER	PAINT	± 10'-3"		
570	SUPERIOR COURT ROOM	---	CARPET	WOOD	WOOD PLASTER	REFINISH PAINT	PLASTER	PAINT / GLAZE	± 22'-8"		
	STAIR #11	STONE	---	STONE	PLASTER	PAINT	PLASTER	PAINT	± 22'-8"		
643	LANDING	STONE	---	STONE	PLASTER	PAINT	PLASTER	PAINT	± 10'-3"		
644	HALL	TERRAZO	---	WOOD	PLASTER	PAINT	PLASTER	PAINT	± 10'-3"		
645	WOMEN	---	TILE	---	PLASTER	PAINT	PLASTER	PAINT	± 10'-3"		
646	MEN	---	TILE	---	PLASTER	PAINT	PLASTER	PAINT	± 10'-3"		
647	JURY ROOM	TERRAZO	---	WOOD	PLASTER	PAINT	PLASTER	PAINT	± 10'-3"		
648	MEN	---	TILE	---	PLASTER	PAINT	PLASTER	PAINT	± 10'-3"		
649	VESTIBULE	---	CARPET	WOOD	PLASTER	PAINT	PLASTER	PAINT	± 10'-3"		
650	WOMEN	---	TILE	---	PLASTER	PAINT	PLASTER	PAINT	± 10'-3"		
651	OFFICE	---	CARPET	WOOD	PLASTER	PAINT	PLASTER	PAINT	± 10'-3"		

REMARKS	
1.	2.



Date: OCTOBER 15, 2012

Drawn by: DEB Proj. Mgr.: EAR

Revisions

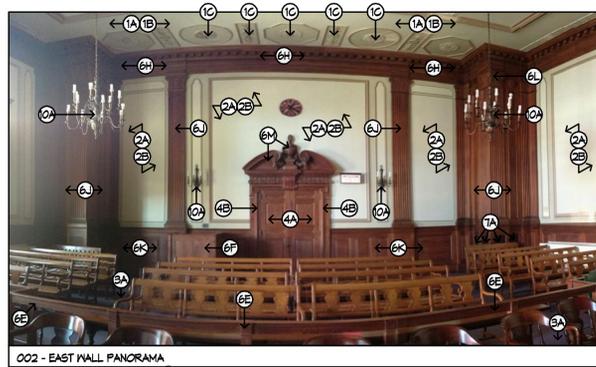
No.	Date	Description

**INTERIOR ELEVATIONS AND SCHEDULES**

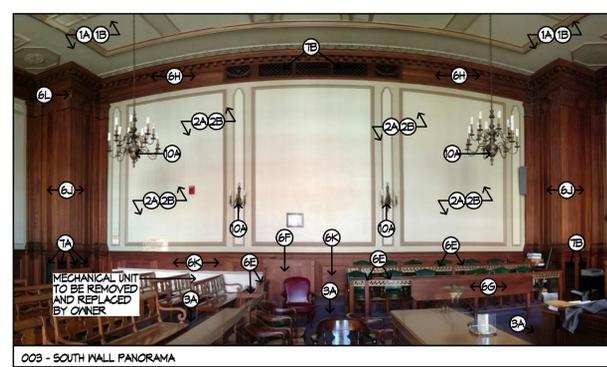
**A2.1**



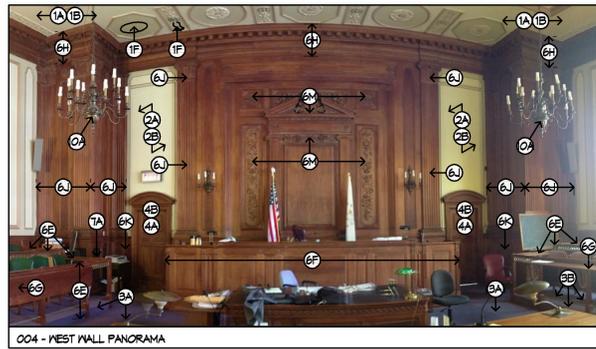
001 - CEILING PANORAMA



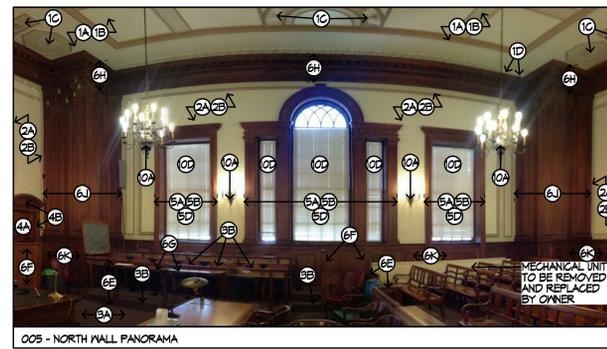
002 - EAST WALL PANORAMA



003 - SOUTH WALL PANORAMA



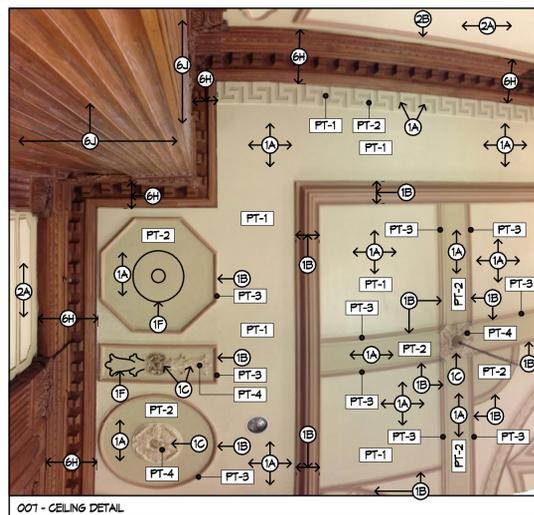
004 - WEST WALL PANORAMA



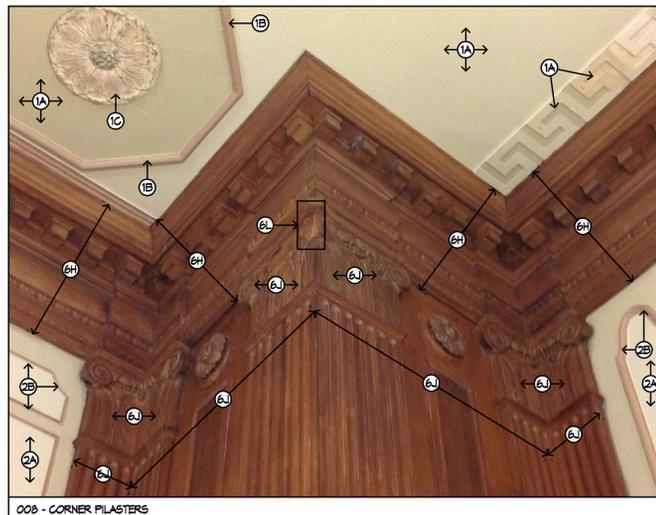
005 - NORTH WALL PANORAMA



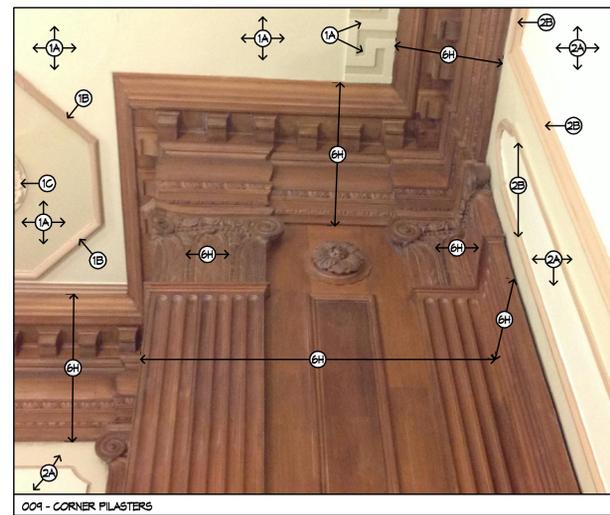
006 - WEST WALL DETAIL PANORAMA



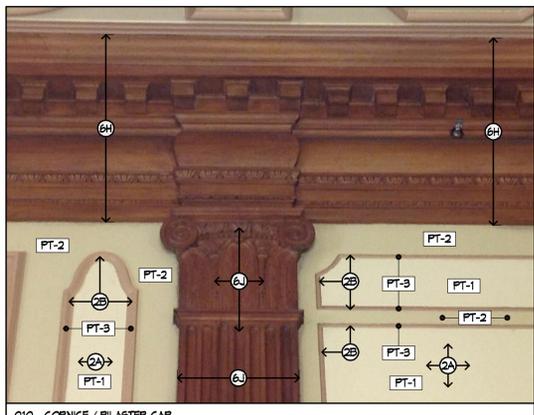
007 - CEILING DETAIL



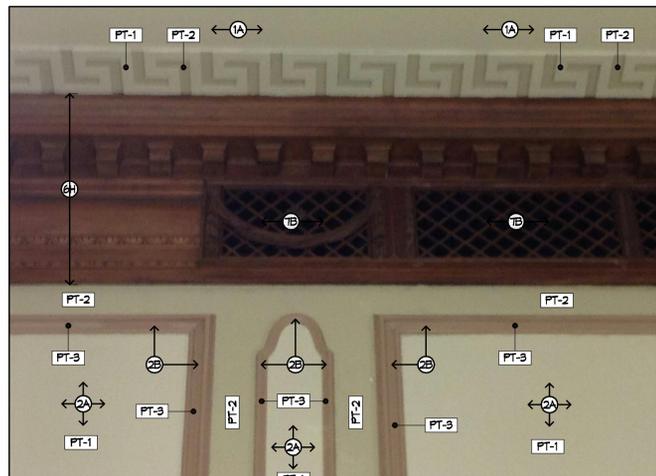
008 - CORNER PLASTER



009 - CORNER PLASTER



010 - CORNICE / PILASTER CAP



011 - GRILLE DETAIL



012 - EAST WALL DOOR DETAIL

**SPECIFIC RESTORATION NOTES- (CONTINUED)**

- 5 - WINDOWS:
  - 5A - RE-FINISH INTERIOR WOOD SURFACES, WOOD SURFACES INCLUDE WINDOW SASHES, MUNTINS, WINDOW FRAME, WINDOW CASING, & WINDOW SILL.
  - 5B - GLASS LITE REPLACEMENT: ALL WINDOWING IN SCOPE OF WORK HAVE TRUE DIVIDED LITES WITH INSULATED GLASS AND APPLIED WOOD GLAZING BEADS. INSULATED GLASS SEALANT HAS FAILED ON A NUMBER OF LITES IN UPPER AND LOWER WINDOW SASHES. CONDENSATION IS OCCURRING IN-BETWEEN THE INSULATED GLASS PANE. CONTRACTOR TO INVENTORY ALL DAMAGED LITES IN EACH WINDOW AND REPLACE DAMAGED LITES WITH NEW WINDOW SASHES. MAY BE REMOVED AND REINSTALLED AT THE CONTRACTOR'S DISCRETION. SEE UNIT PRICES. CONTRACTOR TO CARRY IN BASE BID REPLACEMENT OF 25 PANEES OF EACH SIZE OF INSULATED GLASS LISTED IN SPECIFICATION SECTION 00310.
  - 5C - RE-FINISH EXPOSED SURFACES @ WOOD MECHANICAL UNIT ENCLOSURE.
  - 5D - RE-FINISH ORNAMENTAL WOOD WINDOW CASING INCLUDING ENGAGED PILASTERS, CROWN MOLDINGS, & KEYSTONE.
- 6 - MISCELLANEOUS WOOD:
  - 6A - RE-FINISH WOOD CROWN.
  - 6B - RE-FINISH WOOD CHAIR RAIL.
  - 6C - RE-FINISH WOOD BASE.
  - 6D - RE-FINISH EXPOSED CABINETRY SURFACES (COUNTERTOP, RAISED PANEL DOORS, FACE FRAMES, & ADJUSTABLE SHELVES).
  - 6E - RE-FINISH WOOD CORNICE / ENTABLATURE, REFINISH WOOD RAILS & POSTS, CLEAN BRASS SUB RAIL AND FOOT REST. SEE GENERAL RESTORATION NOTE 2 FOR ADDITIONAL WORK.
  - 6F - RE-FINISH LOW WALL & COUNTERTOP WOOD SURFACES. SEE GENERAL RESTORATION NOTE 2 FOR ADDITIONAL WORK.
  - 6G - RE-FINISH WOOD HINGED SHELF.
  - 6H - RE-FINISH WOOD CORNICE / ENTABLATURE.
  - 6J - RE-FINISH WOOD PLASTERS AND COLUMN CAPITALS.
  - 6K - RE-FINISH WOOD MANSOCT.
  - 6L - REPLACE DAMAGED / MISSING SECTION OF PLASTER CAPITAL.
  - 6M - RE-FINISH ORNAMENTAL WOOD PANNELING.
- 7 - MECHANICAL GRILLES:
  - 7A - EXISTING MECHANICAL GRILLES SHALL BE STRIPPED, CLEANED, PRIMED, FINISH PAINTED (PAINT TYPE PT-5), AND REINSTALLED.
  - 7B - RE-FINISH WOOD GRATING MECHANICAL GRILL.
- 8 - NEW CONSTRUCTION: (SEE ADD ALTERNATE)
  - 8A - PROVIDE NEW FILL HEIGHT @ METAL STUD WALL IV 5/8" GYP BOARD EACH SIDE.
  - 8B - PROVIDE NEW STONE MANSOCT PANNELING TO MATCH EXISTING.
  - 8C - PROVIDE NEW WOOD DOOR TO MATCH ADJACENT COURTROOM DOOR IN SIZE AND RAISED PANEL LAYOUT. PROVIDE STONE DOOR CASINGS EACH SIDE TO MATCH PROFILE OF OTHER CORRIDOR DOORS.

**SPECIFIC RESTORATION NOTES-**

- 1 - CEILING:
  - 1A - RE-PAINT PLASTER SURFACES WITH MATTE SHEEN.
  - 1B - PLASTER MOLDINGS TO RECEIVE NEW PAINT FINISH WITH SATIN SHEEN.
  - 1C - ORNAMENTAL PLASTERWORK TO BE WIPED WITH GLAZE AND TP GILDED WITH GOLD TIPPING.
  - 1D - REPLACE DAMAGED/MISSING GREEK 'FRET' BANDING.
  - 1E - CHEMICALLY STRIP PLASTER SURFACE TO SCAND SUBSTRATE.
  - 1F - REPLACE MISSING ORNAMENTAL PLASTERWORK, MATCH ADJACENT PLASTERWORK IN COMPARABLE LOCATION.
- 2 - WALLS:
  - 2A - RE-PAINT PLASTER SURFACES WITH MATTE SHEEN.
  - 2B - PLASTER MOLDINGS TO RECEIVE NEW PAINT FINISH WITH SATIN SHEEN.
  - 2C - EXISTING CERAMIC TILE TO 2'-6" AFF. CLEAN CERAMIC TILE AND PROVIDE NEW PAINT FINISH AT EXPOSED PLASTER ABOVE.
  - 2D - EXISTING STONE MANSOCT TO 3'-0" AFF. CLEAN STONE MANSOCT AND PROVIDE NEW PAINT FINISH AT EXPOSED PLASTER ABOVE.
- 3 - FLOORS:
  - 3A - REMOVE & REPLACE EXISTING CARPET.
  - 3B - REMOVE & SALVAGE EXISTING FLOOR MOUNTED SEATING. PRIOR TO INSTALLING NEW CARPET, REMOVE & REPLACE PLYWOOD UNDERLAYMENT TO MATCH EXISTING. EXISTING JURY SEATING SHALL BE RE-INSTALLED IN PLACE AND SECURED THROUGH NEW CARPET TO NEW LAYER OF PLYWOOD AT EXISTING LOCATIONS.
- 4 - DOORS:
  - 4A - RE-FINISH ALL WOOD SURFACES BOTH SIDES OF DOOR. WOOD SURFACES INCLUDE DOOR STILES, RACEWAY SYSTEM AS MANUFACTURED BY 'LEGRAND'. FINAL RACEWAY SYSTEM TO BE DETERMINED.
  - 4B - RE-FINISH ALL WOOD CASING SURFACES, EACH SIDE OF DOOR.
  - 4C - CLEAN STONE CASING.
  - 4D - RE-FINISH BRASS SURFACES, GLASS SURFACES INCLUDE: DOOR LITES, TRANSOMS, AND SIDELIGHTS AS OCCURS.
  - 4E - PROVIDE BRASS KICKPLATES AT BOTTOM OF DOUBLE DOORS. BRASS KICKPLATES TO BE 8" HIGH X WIDTH OF DOOR.

**PARTIAL 5TH & 6TH FLOOR RESTORATION**

FRANK J. LIGHT JUDICIAL COMPLEX



LIGHT JUDICIAL COMPLEX  
250 BENEFIT STREET  
PROVIDENCE, RI

**Edward Rowse ARCHITECTS**

115 Cedar Street (401) 331-9200  
Providence, RI 02903-1082 Fax (401) 331-9270  
Massachusetts Office (508) 252-5446  
e-mail: rowse@rowsearch.com

OWNERSHIP AND USE OF DOCUMENTS, DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF PROFESSIONAL SERVICE, ARE, AND SHALL REMAIN, THE PROPERTY OF THE ARCHITECT. THESE DOCUMENTS ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECTS OR PURPOSES, OR BY ANY OTHER PARTIES THAN THOSE PROPERLY AUTHORIZED BY CONTRACT WITHOUT THE EXPRESS AUTHORIZATION OF THE ARCHITECT.



Date: OCTOBER 15, 2012

Drawn by: DEB Proj. Mgr.: EAR

Revisions

No.	Date	Description

**PHOTOGRAPHIC SURVEY**

**A3.0**

# PARTIAL 5TH & 6TH FLOOR RESTORATION

FRANK J. LIGHT JUDICIAL COMPLEX



LIGHT JUDICIAL COMPLEX  
250 BENEFIT STREET  
PROVIDENCE, RI

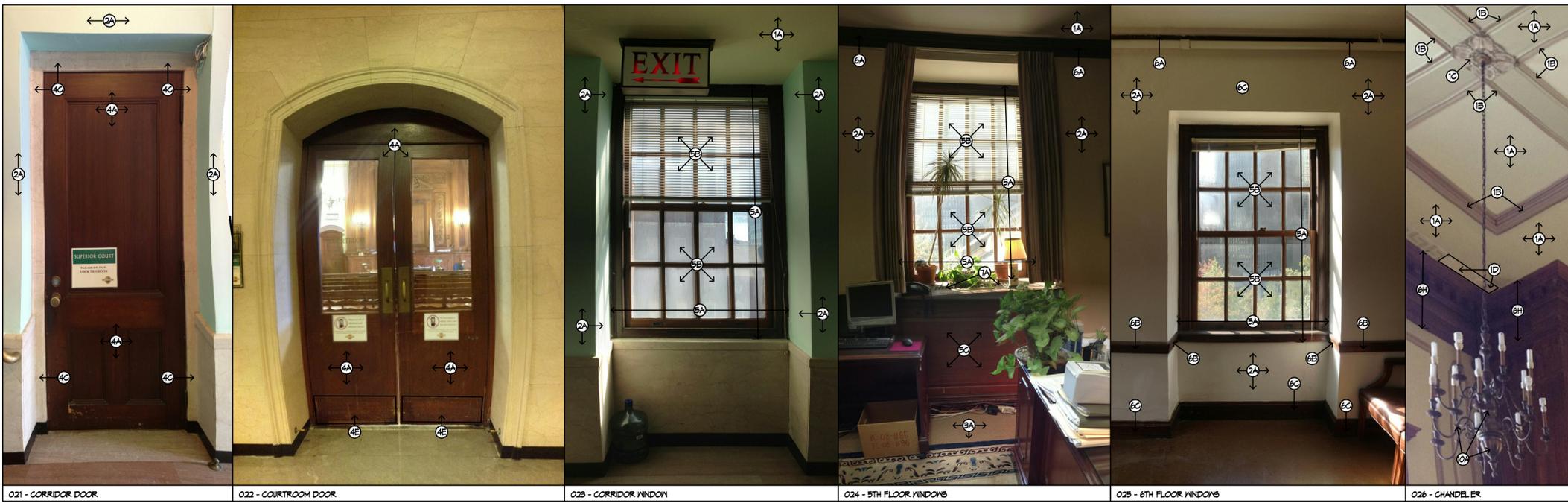
## Edward Rowse ARCHITECTS

115 Cedar Street (401) 331-9200  
Providence, RI 02903-1082 Fax (401) 331-9270  
Massachusetts Office (508) 252-5446  
e-mail: rowse@rowsearch.com

OWNERSHIP AND USE OF DOCUMENTS, DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF PROFESSIONAL SERVICE, ARE AND SHALL REMAIN, THE PROPERTY OF THE ARCHITECT. THESE DOCUMENTS ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECTS OR PURPOSES, OR BY ANY OTHER PARTIES THAN THOSE PROPERLY AUTHORIZED BY CONTRACT WITHOUT THE EXPRESS AUTHORIZATION OF THE ARCHITECT.

### SPECIFIC RESTORATION NOTES-

- CEILINGS:
  - 1A - RE-PAIN PLASTER SURFACES WITH MATTE SHEEN.
  - 1B - PLASTER MOLDINGS TO RECEIVE NEW PAINT FINISH WITH SATIN SHEEN.
  - 1C - ORNAMENTAL PLASTERWORK TO BE WIPED WITH GLAZE AND TIF GILDED WITH GOLD TIPPING.
  - 1D - REPLACE DAMAGED/MISSING GREEK "FRET" BANDING.
  - 1E - CHEMICALLY STRIP PLASTER SURFACE TO SOUND SUBSTRATE.
  - 1F - REPLACE MISSING ORNAMENTAL PLASTERWORK. MATCH ADJACENT PLASTERWORK IN COMPARABLE LOCATION.
- WALLS:
  - 2A - RE-PAIN PLASTER SURFACES WITH MATTE SHEEN.
  - 2B - PLASTER MOLDINGS TO RECEIVE NEW PAINT FINISH WITH SATIN SHEEN.
  - 2C - EXISTING CERAMIC TILE TO ± 6'-0" AFF. CLEAN CERAMIC TILE AND PROVIDE NEW PAINT FINISH AT EXPOSED PLASTER ABOVE.
  - 2D - EXISTING STONE MANSCOT TO ± 30" AFF. CLEAN STONE MANSCOT AND PROVIDE NEW PAINT FINISH AT EXPOSED PLASTER ABOVE.
- FLOORS:
  - 3A - REMOVE & REPLACE EXISTING CARPET.
  - 3B - REMOVE & SALVAGE EXISTING FLOOR MOUNTED SEATING. PRIOR TO INSTALLING NEW CARPET, REMOVE & REPLACE FLYWOOD UNDERLAYMENT AND REFINISH EXISTING JURY SEATING SHALL BE RE-INSTALLED IN PLACE AND SECURED THROUGH NEW CARPET TO NEW LAYER OF FLYWOOD AT EXISTING LOCATIONS.
- DOORS:
  - 4A - RE-FINISH ALL WOOD SURFACES BOTH SIDES OF DOOR. WOOD SURFACES INCLUDE DOOR STILES, RAILS, RAISED PANELS, AND DOOR FRAME.
  - 4B - RE-FINISH ALL WOOD CASING SURFACES, EACH SIDE OF DOOR.
  - 4C - CLEAN STONE CASING.
  - 4D - CLEAN GLASS SURFACES, GLASS SURFACES INCLUDE DOOR LITES, TRANSOMS, AND SIDELIGHTS AS OCCURS.
  - 4E - PROVIDE BRASS KICKPLATES AT BOTTOM OF DOUBLE DOORS. BRASS KICKPLATES TO BE 6" HIGH X 1/3 WIDTH OF DOOR.
- WINDOWS:
  - 5A - RE-FINISH INTERIOR WOOD SURFACES, WOOD SURFACES INCLUDE WINDOW SASHES, MUNTINS, WINDOW FRAME, WINDOW CASING, & WINDOW SILL.
  - 5B - GLASS LITE REPLACEMENT ALL WINDOWS IN SCOPE OF WORK HAVE TRUE DIVIDED LITES WITH INSULATED GLASS AND APPLIED WOOD GLAZING BEADS. INSULATED GLASS SEALANT HAS FAILED ON A NUMBER OF WINDOWS AND LOWER WINDOW SASHES. CONDENSATION IS OCCURRING IN-BETWEEN THE INSULATED GLASS PANES. CONTRACTOR TO INVENTORY ALL DAMAGED LITES IN EACH WINDOW AND REMOVE DAMAGED LITES WITH NEW WINDOW SASHES MAY BE REMOVED AND REINSTALLED AT THE CONTRACTOR'S DISCRETION. SEE UNIT PRICES. CONTRACTOR TO CARRY IN BASE BID REPLACEMENT OF 25 PANES OF EACH SIZE OF INSULATED GLASS LISTED IN SPECIFICATION SECTION 050910.
  - 5C - RE-FINISH EXPOSED SURFACES @ WOOD MECHANICAL UNIT ENCLOSURE.
  - 5D - RE-FINISH ORNAMENTAL WOOD WINDOW CASINGS INCLUDING ENGAGED PILASTERS, CROWN MOLDINGS, & KEYSTONE.
- MISCELLANEOUS WOOD:
  - 6A - RE-FINISH WOOD CROWN.
  - 6B - RE-FINISH WOOD CHAIR RAIL.
  - 6C - RE-FINISH WOOD BASE.
  - 6D - RE-FINISH EXPOSED CABINETRY SURFACES (COUNTERTOP RAISED PANEL DOORS, FACE FRAMES, & ADJUSTABLE SHELVES).
  - 6E - RE-FINISH WOOD RAILING SYSTEM, REFINISH WOOD RAILS & POSTS, CLEAN BRASS SUB RAIL, AND FOOT REST. SEE GENERAL RESTORATION NOTE 2 FOR ADDITIONAL WORK.
  - 6F - RE-FINISH LOW WALL & COUNTERTOP WOOD SURFACES, SEE GENERAL RESTORATION NOTE 2 FOR ADDITIONAL WORK.
  - 6G - RE-FINISH WOOD HINGED SHELF.
  - 6H - RE-FINISH WOOD CORNICE / ENTABLATURE.
  - 6I - RE-FINISH WOOD PILASTERS AND COLUMN CAPITALS.
  - 6K - RE-FINISH WOOD MANSCOT.
  - 6L - REPLACE DAMAGED / MISSING SECTION OF PILASTER CAPITAL.
  - 6M - RE-FINISH ORNAMENTAL WOOD PANNELLING.
- MECHANICAL GRILLES:
  - 7A - EXISTING MECHANICAL GRILLES SHALL BE STRIPPED, CLEANED, PRIMED, FINISH PAINTED (PAINT TYPE PT-3), AND REINSTALLED.
  - 7B - RE-FINISH WOOD GRATING MECHANICAL GRILLE.
- NEW CONSTRUCTION: (SEE ADD ALTERNATE)
  - 8A - PROVIDE NEW FULL HEIGHT 6" METAL STUD WALL W/ 5/8" GYP BOARD EACH SIDE.
  - 8B - PROVIDE NEW STONE MANSCOT PANNELLING TO MATCH EXISTING.
  - 8C - PROVIDE NEW WOOD DOOR TO MATCH ADJACENT COURTROOM DOOR IN SIZE AND RAISED PANEL LAYOUT. PROVIDE STONE DOOR CASINGS EACH SIDE TO MATCH PROFILE OF OTHER CORRIDOR DOORS.
- STAIR:
  - 9A - CLEAN BRASS HANDRAIL.
  - 9B - CLEAN ORNAMENTAL METAL BALUSTERS AND NEWEL POSTS. (BRONZE?)
  - 9C - RE-PAIN ALL (INSIDE & OUTSIDE FACES) STAIR STRINGER SURFACES & CLEAN METAL MEDALLIONS.
  - 9D - CLEAN STAIR TREADS & RISERS.
- MISCELLANEOUS:
  - 10A - LIGHT FIXTURES: REMOVE CEILING MOUNTED CHANDELIERS AND WALL SCONES. CLEAN & RE-FINISH METAL COMPONENTS. RE-LAMP, RE-WIRE, AND REINSTALL FIXTURE.
  - 10B - REMOVE EXISTING SURFACE MOUNTED RACEWAY & ASSOCIATED WIRING WITHIN THE LIMITS OF COURTROOM 12. AFTER CARPET IS REMOVED, IF REQUIRED, CUT TRENCH IN SUB FLOOR TO RECEIVE NEW WIRING. REPLACE ALL FLOOR MOUNTED JUNCTION BOXES FOR POWER AND AUDIO SIGNAL. PROVIDE NEW CABLING, JUNCTION BOXES, AND FLOOR RECEPTACLES AT TEN LOCATIONS AS SHOWN ON DRAWING 1/10.0. NEW JUNCTION BOXES, FLOOR RECEPTACLES, AND ANY NECESSARY RACEWAYS / INFLOOR DUCTING TO BE FROM THE "WIREMOLD" PRODUCT LINE AS MANUFACTURED BY "LEGRAND". FLOOR RECEPTACLES TO BE SURFACE MOUNTED WITH A BRUSHED FINISH. FINAL POWER & SIGNAL SYSTEM AND FLOOR BOX LOCATIONS TO BE APPROVED BY ARCHITECT.
  - 10C - REMOVE EXISTING DOOR INFILL WITH NEW WALL. REMOVE EXISTING DOOR, HARDWARE, WOOD FRAME, AND WOOD CASING. SALVAGE RAISED PANEL DOOR AND HARDWARE AND TURN OVER TO OWNER. INFILL EXISTING RUSH OPENING WITH NEW STUD WALL W/ 5/8" GYP BOARD EACH SIDE. FINISH THICKNESS OF WALL TO MATCH EXISTING. ON TOILET ROOM SIDE, PROVIDE NEW CERAMIC TILE TO MATCH EXISTING (± 6'-0" AFF) ON OFFICE SIDE, PROVIDE NEW BASE MOLDING TO MATCH EXISTING. NEW GYP BOARD TO RECEIVE PAINT FINISH WITH THE REMAINDER OF THE ROOM GYP BOARD SURFACES.
  - 10D - EXISTING WINDOW BLINDS TO BE REMOVED AND REPLACED BY OTHERS.
  - 10E - RELOCATE EXPOSED WIRING MOUNTED TO WOOD / GYP BOARD SURFACES. WIRING TO BE RELOCATED TO A SURFACE MOUNTED RACEWAY SYSTEM AS MANUFACTURED BY "LEGRAND". FINAL RACEWAY SYSTEM TO BE DETERMINED.
  - 10F - AT CORRIDORS 644 & 649, REMOVE AND REPLACE CEILING LIGHT FIXTURES. CEILING LIGHT FIXTURE REPLACEMENT TO BE DETERMINED.
  - 10G - EXISTING MECHANICAL UNIT TO BE REMOVED & REPLACED BY OWNER. CONTRACTOR SHALL RE-FINISH ALL WOOD MANSCOT CURRENTLY CONCEALED BY EXISTING MECHANICAL UNIT IN ACCORDANCE WITH SPECIFIC CONSTRUCTION NOTE 8K.



Date: OCTOBER 15, 2012  
Drawn by: DEB Proj. Mgr.: EAR

No.	Date	Description

### PHOTOGRAPHIC SURVEY

# A3.1