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**REQUEST FOR PROPOSAL
FOR CONSTRUCTION SERVICES**

ON BEHALF OF THE

LINCOLN HOUSING AUTHORITY

10 FRANKLIN STREET, LINCOLN, RHODE ISLAND 02865

Telephone (401) 724-8910 Fax (401) 723-1350

FOR

**LINCOLN MANOR – BUILDING “P” –
DEMOLITION AND ABATEMENT CONSTRUCTION SERVICES**

Submission Deadline:

April 1st, 2026, at 10:00 AM

Pre-Bid Walkthrough

March 26th, 2026, at 9:00 AM

Contact Person:

Ms. Dereth L. Ellston, Senior Project Manager

Rowse Architect, Inc.

dellston@rowsearchitects.com

ADVERTISEMENT
REQUEST FOR PROPOSAL FOR CONSTRUCTION SERVICES (RFP)

The Lincoln Housing Authority, the Awarding Authority invites sealed proposals from registered Abatement / Demolition Contractors to provide Demolition and Abatement Construction Services for Building “P,” located at the Lincoln Manor site, 10 Franklin Street, (H.U.D. PROJECT NUMBER: RI 18-1 / AMP NUMBER RI18001) elderly/disabled housing complex in Lincoln, Rhode Island.

A Pre-Bid, briefing and site inspection is scheduled for 9:00AM on Thursday, March 26th, 2026, at Lincoln Manor, 10 Franklin Street, in Lincoln, Rhode Island, 02865.

Response to this RFP must be submitted no later than 10:00 A.M., Wednesday, April 1st, 2026, and will be publicly opened following receipt at 10 Franklin Street, Lincoln, RI 02865, in the Community Building.

The RFP may be obtained by emailing Ms. Dereth L. Ellston, at dellston@rowsearchitects.com; or by accessing the Lincoln Housing Authority website <http://www.lincolnhousing.org/bids.aspx>

Questions must be sent in writing to, Ms. Dereth L. Ellston, at dellston@rowsearchitects.com; no later than Friday, March 27th, 2026 at 4:00 PM. .

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LINCOLN MANOR
(H.U.D. PROJECT NUMBER: RI 18-1 / AMP NUMBER RI18001)
FEDERAL ELDERLY / DISABLED HOUSING DEVELOPMENT
BUILDING “P” – DEMOLITION AND ABATEMENT CONSTRUCTION SERVICES

I. INTRODUCTION

The Lincoln Housing Authority (LHA), the Awarding Authority invites sealed proposals from registered Abatement / Demolition Contractors to provide Demolition and Abatement Construction Services for Building “P,” located at the Lincoln Manor site, 10 Franklin Street, (H.U.D. PROJECT NUMBER: RI 18-1 / AMP NUMBER RI18001) elderly /disabled housing complex in Lincoln, Rhode Island.

Lincoln Manor site is a 23-building complex, comprised of the following:

- 1 Administration / Community Building,
- 1 Recreation Building
- 1 Maintenance Garage,
- 4 – 2-Story Apartment Buildings
- 2 – 2-1/2-Story Apartment Buildings
- 14 – Single Story “Cottage” Buildings

The site is located at 10 Franklin Street, Lincoln, Rhode Island. Building “P” is one of the single-story “Cottages” located at the Northwest portion of the site. The building consisted of 8 – One Bedroom Units all on grade level.

The building experienced a fire, cause to be determined. The Two (2) apartments and Hallway on the East end of the building, Apartment 123 and 124, have been completely destroyed. The adjacent Apartment 121 to the Southeast was also badly impacted by significant fire, water, and smoke damage. The remaining Five (5) apartments, 117, 118, 119, 120 and 122, and Hallway are in fair but rough condition due to minor fire, smoke, and water damage.

A Pre-bid briefing and site inspection is scheduled for 9:00AM on Thursday, March 26th, 2026, at Lincoln Manor, 10 Franklin Street, Lincoln, Rhode Island, 02865.

Please make sure you have protective gear (i.e., hard hat, mask, etc.) for the walk-through.

Response to this RFP must be submitted no later than 10:00 A.M., Wednesday, April 1st, 2026, and will be publicly opened following receipt at 10 Franklin Street, Lincoln, RI 02865, in the Community Building.

The LHA will not accept, or review proposals received after the designated submission deadline. The LHA reserves the right to extend the time for receipt of proposals.

Potential responders are advised to review all sections of this solicitation carefully as well as all appendix documents, instructions, and addenda completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal. Any items or conditions described in this RFP that appear to contradict one another shall be brought to the attention of the LHA as soon as possible prior to the execution of the Contract.

The qualifying candidate must have related experience with similar projects or scope and size and must be able to provide all current licenses and registrations.

The RFP may be obtained from one of the following:

Rowse Architects, Inc., by emailing, Ms. Dereth L. Ellston at dellston@rowsearchitects.com

LHA website at <http://www.lincolnhousing.org> under Bids/Job Opportunities

All Addenda’s will be sent via email and posted on the above website.

Questions must be sent in writing to, Ms. Dereth L. Ellston, at dellston@rowsearchitects.com; no later than Friday, March 27th, 2026 at 4:00 PM. .

II. SCOPE OF SERVICES

The selected firm will provide a full outline of their services pertaining to Demolition and Abatement work required to publicly bid and perform the agreed upon scope of work in accordance with the attached Contract and applicable state law. The duration of this project will be approximately **Forty-five (45)** days during which the selected firm will provide professional construction services that generally include but not limited to:

1. On-Site thorough and complete analysis of existing conditions.
2. Recommendations on approaches and methodologies to perform the work outlined in the scope of work and plans provided.
3. Attend all necessary construction meetings.
4. Coordinate and attend all construction related project inspections.
5. Provide contract administration through closeout.

III. PROJECT SUMMARY

The Work requires the Contractor to furnish all labor, materials, equipment, supervision, permits, and services necessary to complete the demolition and abatement process of Building “P.” The Contractor is responsible for executing all activities safely, efficiently, and in full compliance with applicable codes, environmental regulations, and the project documents. The Contractor must coordinate closely with the Owner and Architect to maintain the integrity and operation of any portions of the site that are to remain active during construction.

Demolition work shall include the complete removal of existing materials as listed on the attached schedule and shown on the demolition drawings. This includes all structural wood truss roofing systems, interior partitions, doors and frames, ceilings, casework, flooring, and all mechanical, electrical, plumbing, fire alarm/safety, and low-voltage systems within the demolition footprint. The Contractor is responsible for managing demolition in controlled, incremental sequences. Any existing elements that are designated to remain must be fully protected throughout the duration of the Work. Refer to Appendix B and C, included in this RFP as an integral part of the documents.

The Contractor must perform all hazardous materials work, including asbestos abatement strictly in accordance with applicable RIDOH, EPA, OSHA, AHERA, and NESHAP requirements. This includes all required hazard mitigation, and proper disposal of all regulated materials at licensed facilities. The Contractor must maintain strict controls on dust, noise, vibration, and debris migration, and must follow all procedures outlined in the project’s attached hazardous materials documents.

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.

Environmental Monitoring will be handled by a Third-party company hired directly by the Owner, LHA.

Hazardous Materials Assessments, consisting of Asbestos Inspection Reports for Lincoln Housing Authority – Lincoln Manor, Refer to Appendix A, included in this RFP as an integral part of the documents.

Prior to proceeding with removal and disposition of asbestos materials, the LHA's Contractor shall comply with Title 23, Chapter 24.5 of the General Laws of Rhode Island, effective July 1, 1985, and as amended.

Prior to any demolition, the Contractor must disconnect, cap, and label all utilities serving the affected areas, including but not limited to domestic water, electric power, sewer, telecommunications, and any other existing site utilities. The Contractor must coordinate with Dig Safe and all utility providers to verify locations, protect active systems, and maintain service to unaffected areas. Site security, including fencing, signage, barricades, covered walkways, overhead protection, and traffic routing, must be established and maintained at all times. The Contractor must implement a site logistics plan showing haul route, staging zones, drop zones (i.e., dumpsters), loading areas, and pedestrian/vehicle detours. Debris sorting, stockpiling, loading, hauling, and disposal must be performed safely and in compliance with all federal and local requirements, with disposal manifests submitted for record.

Site restoration includes repairing pavements, concrete sidewalks, site grading, and drainage features disturbed by demolition. Erosion and sedimentation controls must be maintained throughout the project. Once work is completed, the Contractor must deliver a clean, safe, and stable site.

At project closeout, the Contractor must provide all required documentation, including environmental clearance reports, hazardous materials disposal manifests, inspection records, structural engineer certifications, utility verification records, and accurate as-built information. The final condition must consist of all surfaces restored to a condition suitable for Owner occupancy and future construction activities.

IV. **FEE**

This project and the established fee for all the construction services associated with the expenditure of the construction funds is part of an Insurance Claim and will be managed through the Owner LHA and HAIAG (Housing Authority Insurance Agency Group)

V. **SUBMISSION REQUIREMENTS**

Responses to this RFP shall include the following documents:

1. Bid Form – **Refer to Appendix G**
2. AIA Document A310-2010 Bid Bond (equal to 5% of Bid) – **Refer to Appendix H**
3. Non-Collusive Affidavit- **Refer to Appendix J**
4. AIA Document A305-2020 Contractors Qualification Statement w/ Exhibits – **Refer to Appendix D**
 - Contractor shall fill out this document including all attached Exhibits in their entirety.
5. BCI Form – **Refer to Appendix M**
6. Evidence of professional liability insurance
7. Current Licenses and Registrations

The LHA will not accept, or review proposals received after the designated submission deadline. Proposals which depart from or materially alter the terms, conditions, requirements, or scope of work defined by this solicitation will be rejected as being non-responsive.

VI. **EVALUATION PROCESS FOR AWARD**

Proposals will be evaluated based on the technical evaluation criteria set forth in paragraph A below.

A. **TECHNICAL EVALUATION CRITERIA**

The final selection will be based on the following factors:

- i. **Capacity & Project Plan:** Evidence that the firm has the capacity to undertake the proposed project in the specified timeframe in a professional manner based on its size and the number and volume of current projects.
- ii. **Evaluation Criteria:** Project plan is sensitive to budget and time constraints, the Contractor devoted adequate time for construction administration services and adequate review and response time to construction and field conditions. A clear project plan with deliverables and timelines which address relevant design and building issues. The Contractor analyzed, interpreted, and discussed issues presented by the project in a manner likely to meet the needs of the Owner.

- iii. **Experience Criteria:** The firm shall show proof of experience specializing in projects of similar size and scope and includes similar projects for local housing authorities in Rhode Island, knowledge of both Federal and State bid laws, and public construction laws and procedures.

- iv. **References and Past Performance:**
Provide a minimum of three and a maximum of five projects, including all contact information, for projects of a similar size, scope, and use. Include information on attached AIA Document “A305-2020 Contractors Qualification Statement w/ Exhibits” – Refer to Appendix D, included in this RFP as an integral part of the documents.

- v. **Registration & Certification:**
Evidence that the Contractor(s) is currently registered and a signed certification that the firm is not debarred, suspended, or otherwise prohibited from professional practice by any Federal, State, or local agency. **(Mandatory)**

- vi. **Insurance:**
The successful contractor is required to provide suitable evidence of liability insurance. Refer to Appendix K - AIA A201-2017 General Conditions of the Contract for Construction and Appendix L - Specification Section 00 73 00 Supplemental General Conditions, included in this RFP as an integral part of the documents. Insurance shall be made out to LHA and HAIAG (Housing Authority Insurance Agency Group). **(Mandatory)**

B. CONTRACT AWARD

The LHA will award this Contract to the Proposer who conforms to the solicitation and is most advantageous to the LHA. This is based on the merit of the technical evaluation criteria listed above. The LHA will award the contract by written notice to the selected Proposer no later than THREE (3) days after the date designated for receipt of proposals; the parties may extend the time for acceptance by agreement.

VII. GENERAL CONDITIONS OF THE RFP

A. ACCEPTANCE OF RFP AND CONTRACT TERMS

Proposer’s submission of a proposal in response to the RFP shall constitute acceptance by the Proposer of the terms and conditions of the RFP. If awarded this contract, the Proposer agrees to enter a Contract with the LHA.

B. NO WARRANTY

Proposers are required to examine the RFP, and instructions pertaining to the services required. Failure to do so will be at the Proposer’s own risk. It is assumed that the Proposer has made full investigation as to be fully informed as to the extent and character of services requested and of the requirements of the specifications. No warranty made or implied as to the information contained in the RFP, and/or instructions.

C. EXPENSE OF RFP SUBMISSION

All expenses incurred in the preparation and submission to the LHA of proposals in response to this RFP shall be borne by the Proposer.

D. LHA OPTIONS

The LHA reserves the right to cancel this RFP, or to reject, in-whole, or in part, all proposals received in response to this RFP, upon its determination. A proposal may be corrected, modified, or withdrawn, provided that the correction, modification, or request for withdrawal is made by the Proposer in writing and is received at the place and prior to the date and time designated in the RFP for receipt of Proposals. After such date and time, the Proposer may not change any provision of its proposal in a manner prejudicial to the interests of the LHA and /or Fair competition.

The LHA shall waive any informality or allow the Proposer to correct them if it be in the public interest to do so. If a form is missing or not filled out, the LHA shall notify the proposer in writing to correct the mistake within TWO (2) days of notification. A Proposer may withdraw its proposal if a mistake is clearly evident on the face of the proposal.

APPENDIX ITEMS

<u>DOCUMENT</u>	<u># of Pages</u>
1. <u>APPENDIX A</u> Hazardous Materials Assessment	42
2. <u>APPENDIX B</u> Structural Report	18
3. <u>APPENDIX C</u> Construction Drawings	3
4. <u>APPENDIX D</u> Contractor’s Qualification Statement (AIA Document A305-2020) Including Exhibits A, B, C, D, and E.	11
5. <u>APPENDIX E</u> Instruction to Bidders (AIA Document A701-2018)	8
6. <u>APPENDIX F</u> Supplementary Instruction to Bidders (Specification Section 00 22 13)	4
7. <u>APPENDIX G</u> Bid Form (Specification Section 00 42 13 Proposal Form)	3
8. <u>APPENDIX H</u> Bid Bond (AIA Document A310-2010)	2
9. <u>APPENDIX J</u> Form of Non-Collusive Affidavit (Specification Section 00 45 19)	1
10. <u>APPENDIX K</u> General Conditions (AIA Document A201-2017)	39
11. <u>APPENDIX L</u> Supplementary General Conditions (Specification Section 00 73 00)	18
12. <u>APPENDIX M</u> BCI Form	1
13. <u>APPENDIX N</u> Standard Form of Agreement Between Owner and Contractor (AIA Document A101-2017) Including Exhibit A	15

**ASBESTOS ABATEMENT PLAN
LINCOLN HOUSING AUTHORITY
LINCOLN MANOR - FIRE DAMAGED BUILDING P
10 FRANKLIN STREET
LINCOLN, RHODE ISLAND**

Prepared for

Lincoln Housing Authority
Attn: Mr. Keith Fortier, Manager of Facilities and Operations
10 Franklin Street, Lincoln, RI, 02865

Prepared by

AltTech Services
44 Pole Bridge Road
North Scituate, RI 02857
TEL: 401-556-2746

March 2, 2026

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I RI State Asbestos Abatement Form ASB-16

II RI State Asbestos Abatement Forms ASB-16A

Abatement Area – Fire Damaged Building P – Approximately 3,100 square feet of 9" x 9" floor tile and associated mastic from within Units 117 - 123, of which approximately 2,170 square feet is covered by 12" x 12" floor tile (Units 117 - 122) and approximately 395 is covered with carpeting (Unit 123); approximately 80 square feet of linoleum and associated mastic in the bathrooms of Units 117, 119, 121 & 122; approximately 14,680 square feet of gypsum board walls/ceilings contaminated with the asbestos containing joint compound from within the units and approximately 1,760 square feet of gypsum board walls/ceilings contaminated with the asbestos containing joint compound from within the common hallway. It should be noted that the ceiling within the common hallway has two (2) layers of gypsum board and that there are portions of the bathroom walls within each unit that are covered with ceramic tile (~80 square feet/unit).

III RI State Asbestos Abatement Form ASB-16B

IV Attachments:

"Asbestos Abatement Plan" for Lincoln Manor – Fire Damaged Building P, 10 Franklin Street, Lincoln, RI dated March 2, 2026



RHODE ISLAND DEPARTMENT OF HEALTH
Center for Healthy Homes and Environment – Asbestos Program

ABATEMENT PLAN APPLICATION

1. Owner/Contact Name: Lincoln Housing Authority / Mr. Keith Fortier

Title: Manager of Facilities and Operations

If owned by an organization, organization name: Lincoln Housing Authority

Address: 10 Franklin Street

City/State: Lincoln ZIP: 02865

Phone: 401-724-8910 Email: keith@lincolnhousing.org

2. Application prepared by:

Name: Brian A. Piccolo RIDOH License No.: AD00657

Phone: 401-556-2746 Email: bpiccolo@alttechri.com

4. Location of abatement work:

Facility/Building Name: Lincoln Manor – Fire Damaged Building P

Street Address: 10 Franklin Street

City/Town: Lincoln ZIP: 02865

5. Reason for Application: (Check all that apply)

Emergency Plan No. _____

Standard Plan

Annual Plan

Response to a Notice or Order (attach copy)

6. Asbestos contractor (if known):

Name: To Be Determined RIDOH License No.: _____

7. Estimated Abatement Work Dates

Start Date: As soon as the plan is approved, and all notifications have been made.

Completion Date: Expected to take three - four weeks to complete.

8. Abatement Method: **(Check all that apply)**

- | | |
|---|--|
| <input checked="" type="checkbox"/> Removal | <input type="checkbox"/> Glovebag |
| <input type="checkbox"/> Encapsulation | <input type="checkbox"/> Asphalt Roofing |
| <input type="checkbox"/> Enclosure | <input type="checkbox"/> Operations & Maintenance Only |
| <input type="checkbox"/> Demolition | |

Other (Specify): _____

9. Facility Type: **(Check one)**

- | | |
|--|---|
| <input type="checkbox"/> Child Care Facility | <input type="checkbox"/> Private Residential Dwelling |
| <input type="checkbox"/> College/University | <input checked="" type="checkbox"/> Public Housing |
| <input type="checkbox"/> Hospital | <input type="checkbox"/> School/School Building |

Other (Specify): _____

10. Building Access: **(Check one)**

- | | |
|--|--|
| <input type="checkbox"/> Public Access | <input checked="" type="checkbox"/> No Public Access |
| <input type="checkbox"/> Limited Public Access | <input type="checkbox"/> Other (specify) _____ |
-

11. Bulk Sampling:

A. Samples collected by:

Name: Frank Silva RIDOH License No.: AI00085
Name: Brian A Piccolo RIDOH License No.: AI00657

B. Sampling Methodology: **(Check one)**

- EPA AHERA Sampling requirements [40 CFR 763.86].
 Other (Specify): Representative Sampling

C. Analytical Service:

Name: ProScience Analytical Services, Inc
Name: Asbestos Identification Laboratory RIDOH License No.: AAL-093
RIDOH License No.: PLM00121

D. Analytical Method: **(Check one)**

- PLM (Phase Light Microscopy)
 TEM (Transmission Electron Microscopy)
 Other (Specify): EPA 600/R-93/116 Point Count Method
-

12. Pre-Abatement Air Sampling:

A. Samples collected by:

Name: Brian A. Piccolo RIDOH License No.: AI00657

Affiliation: AltTech Services

B. Analytical Service:

Name: Bock and Clark Corporation RIDOH License No.: PCM00147

C. Analytical Method: **(Check one)**

PCM (Phase Contrast Microscopy)

TEM (Transmission Electron Microscopy)

Other (Specify): _____

13. Removal and Disposal of Asbestos-Containing Material (ACM):

A. How will ACM be removed from the abatement site? If a hauler or broker will be used to transport the ACM to a disposal site, they must also be identified.

To be determined by contractor

B. Provide the name and location of the authorized asbestos waste facility where the ACM will be transferred for disposal (if known).

To be determined by contractor

14. Project Monitor: **(not required)**

Name: _____ RIDOH License No.: _____

Affiliation: _____

15. In-Process & Clearance Air Sampling:

A. Describe in an attachment the type, number and location of air samples that will be collected outside the work area during the abatement project.

See Asbestos Abatement Plan

B. Describe in an attachment the plan of action to be followed if the Indoor Non-Occupational Air Exposure Standard for Asbestos (0.01 fibers per cubic centimeter) is exceeded outside the work area during the abatement project.

See Asbestos Abatement Plan

C. Describe in an attachment the type, number and location of air samples that will be collected as part of the final clearance testing.

See Asbestos Abatement Plan

D. Describe in an attachment the plan of action to be followed if the Indoor Non-Occupational Air Exposure Standard for Asbestos (0.01 fiber per cubic centimeter) is exceeded during final clearance testing.

See Asbestos Abatement Plan

16. A separate and fully completed Form ASB-16A must be submitted for *each area* to be abated. List below the entry in Item 1 from each attached ASB-16A.

Abatement Area – Fire Damaged Building P – Approximately 3,100 square feet of 9” x 9” floor tile and associated mastic from within Units 117 - 123, of which approximately 2,170 square feet is covered by 12” x 12” floor tile (Units 117 - 122) and approximately 395 is covered with carpeting (Unit 123); approximately 80 square feet of linoleum and associated mastic in the bathrooms of Units 117, 119, 121 & 122; approximately 14,680 square feet of gypsum board walls/ceilings contaminated with the asbestos containing joint compound from within the units and approximately 1,760 square feet of gypsum board walls/ceilings contaminated with the asbestos containing joint compound from within the common hallway. It should be noted that the ceiling within the common hallway has two (2) layers of gypsum board and that there are portions of the bathroom walls within each unit that are covered with ceramic tile (~80 square feet/unit).

17. Asbestos Abatement Plan Application Fee:

<input checked="" type="checkbox"/> State Agency, fee waived	\$0
<input type="checkbox"/> Operation & Maintenance Program Only	\$75
<input type="checkbox"/> Up to One (1) NESHAP Unit	\$75
<input type="checkbox"/> Between One (1) & Ten (10) NESHAP Units	\$300
<input type="checkbox"/> Between Ten (10) & Fifty (50) NESHAP Units	\$600
<input type="checkbox"/> Over Fifty (50) NESHAP Units	\$900
<input type="checkbox"/> Annual Plan	\$900
<input type="checkbox"/> Asbestos Abatement Plan Amendment Fee	\$150*

**If the amendment increases the scope of work to a higher fee category, pay the difference between the two fee categories. The amendment fee is waived.*

One (1) NESHAP Unit = 260 linear feet or 160 square feet or 35 cubic meters

18. I certify that this plan was prepared by me, and I am responsible for its content.

Name: Brian A. Piccolo RIDOH License No.: APD00657

Signature: Brian A Piccolo Date: March 2, 2026

Affiliation: AltTech Services

Email: bpiccolo@alttechri.com Phone: 401-556-2746



RHODE ISLAND DEPARTMENT OF HEALTH
Center for Healthy Homes and Environment – Asbestos Program

ASBESTOS ABATEMENT PLAN APPLICATION

Supplemental Information: Area Description and Proposed Plan

Facility/Building: Lincoln Manor – Fire Damaged Building P

INSTRUCTIONS:

A separate and fully completed Form ASB-16A must be submitted for *each area* to be abated. All items on this form must be addressed. All references to attachments must be clearly identified. All attachments must be marked with the specific item numbers on this form to which they pertain.

1. Area Location/Identification (Room Name/No., etc.):

Area 1 – Fire Damaged Building P

2. Attach a description of each type (e.g., pipe, ceiling, etc.) of asbestos-containing material (ACM) in this area, including condition, location, quantity, and asbestos content. Attach a copy of the laboratory report(s) for all samples. All laboratory reports must include the name of the building(s) and the location(s) of the sample(s).

Remove – Approximately 3,100 square feet of 9” x 9” floor tile and associated mastic from within Units 117 - 123, of which approximately 2,170 square feet is covered by 12” x 12” floor tile (Units 117 - 122) and approximately 395 is covered with carpeting (Unit 123); approximately 80 square feet of linoleum and associated mastic in the bathrooms of Units 117, 119, 121 & 122; approximately 14,680 square feet of gypsum board walls/ceilings contaminated with the asbestos containing joint compound from within the units and approximately 1,760 square feet of gypsum board walls/ceilings contaminated with the asbestos containing joint compound from within the common hallway. It should be noted that the ceiling within the common hallway has two (2) layers of gypsum board and that there are portions of the bathroom walls within each unit that are covered with ceramic tile (~80 square feet/unit).

3. Attach a current scale drawing of this area, showing direction of North and East, which has been clearly annotated to show the type, location, and quantity of all ACM in this area. This drawing must include a legend which acts as a guide to the scale, symbols and nomenclature used in the drawing. If a master plan or multiple drawings are provided, indicate the specific location(s) and drawing number(s) which depict this area. The location of the decontamination chamber must also be so indicated on the appropriate drawing(s).

See Figures

4. Proposed Plan:

A. Attach a description of the interim Operations and Maintenance Plan that will be implemented in accordance with 1.17.2(B).

See Asbestos Abatement Plan

B. Will any portion of this area be abated by use of 1.14 work procedures?

(X) Yes () No

If yes, indicate below which ACM in this area will be abated by use of the following 1.14 work procedures: **(Check all that apply)**

1.14.2 & 1.14.3 Removal Approximately 3,100 square feet of 9" x 9" floor tile and associated mastic from within Units 117 - 123, of which approximately 2,170 square feet is covered by 12" x 12" floor tile (Units 117 - 122) and approximately 395 is covered with carpeting (Unit 123); approximately 80 square feet of linoleum and associated mastic in the bathrooms of Units 117, 119, 121 & 122; approximately 14,680 square feet of gypsum board walls/ceilings contaminated with the asbestos containing joint compound from within the units and approximately 1,760 square feet of gypsum board walls/ceilings contaminated with the asbestos containing joint compound from within the common hallway. It should be noted that the ceiling within the common hallway has two (2) layers of gypsum board and that there are portions of the bathroom walls within each unit that are covered with ceramic tile (~80 square feet/unit).

1.14.2 & 1.14.4 Encapsulation _____

1.14.2 & 1.14.5 Enclosure _____

1.14.6 Demolition _____

1.14.7 Glovebag _____

1.14.8 Asphalt Roofing _____

Other (Specify) _____

C. Are you requesting any waivers to the above selected 1.14 procedure for any of the abatement activities in this area?

Yes No

If yes, attach a detailed description of the waivers requested you are proposing to utilize. ***All items must be keyed to the specific section(s) of the regulations for which waivers are requested.***

See Attached Abatement Plan and Waiver Request Letter

D. Are you proposing alternative procedures under 1.16 for any of the abatement activities in this area?

Yes No

If yes, attach a detailed description of the alternate procedures requested you are proposing to utilize. ***Alternate procedures must include a justification for not following specific section(s) of the regulations and be as protective of public health.***

E. Will any ACM remain in this area after abatement?

Yes No Beyond scope of inspection

If yes, attach a description of the ACM that will remain and the details of the on-going Operations and Maintenance Plan that will be implemented in accordance with 1.17.2(B). See Asbestos Abatement Plan



RHODE ISLAND DEPARTMENT OF HEALTH

NOTARIZED CERTIFICATION OF ASBESTOS ABATEMENT PLAN

Facility/Building: Lincoln Manor – Fire Damaged Building P
Address: 10 Franklin Street
City/Town: Lincoln ZIP: 02865 Amendment Phase No:
Abatement Plan Prepared By: Brian Piccolo RIDOH License No.: APD00657
Summary of specific waivers/variances being requested: Requesting a waiver of wall sheeting as required by 1.14.2(d).

Abatement Information

Abatement Method: (Check all that apply)

- (X) Removal () Demolition
() Encapsulation () Glovebag
() Enclosure () Asphalt Roofing

Other (specify):

Asbestos Contractor: To Be Determined RIDOH License No.:
Estimated Starting Date: As soon as the plan is approved, all notifications have been made and apartments have become available.

Pre-Abatement Sampling Information

Bulk samples collected by: Frank Silva RIDOH License No.: AI00085
Bulk samples collected by: Brian A Piccolo RIDOH License No.: AI00657
Bulk samples analyzed by: ProScience RIDOH License No.: AAL-093
Bulk samples analyzed by: Asbestos Identification Laboratory RIDOH License No.: PLM00121
Air samples collected by: Brian A Piccolo RIDOH License No.: AI00657
Air samples analyzed by: Bock and Clark Corporation RIDOH License No.: PCM00147

Clearance Air Sampling Information

Air samples to be collected by: Brian A Piccolo
Air samples to be analyzed by: Bock and Clark Corporation RIDOH License No.: PCM00147

CERTIFICATION

I certify that: this asbestos abatement plan is prepared and submitted under the provisions of Rhode Island General Laws Chapter 23-24.5 and the Rules and Regulations for Asbestos Control (216-RICR-50-15-1); all abatement/management activities performed in conjunction with this plan will be in compliance with the specifications prescribed in this plan (when approved) and the most current revision of all applicable federal and state regulations; and the asbestos abatement/management activities described in this plan will be performed by a Rhode Island licensed asbestos abatement contractor.

State of Rhode Island, County of . On this day of ,20 , before me, the undersigned notary public, personally appeared (name of document signer), and proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged that they signed it voluntarily for its stated purpose.

Signature of Building Owner or Agent Printed Name of Building Owner or Agent

(official signature and stamp of notary)

Printed Name, ID Number Notary Public My Commission expires:

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Section 10.0	Monitoring Compliance
Section 11.0	Monitoring Requirements
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1.0 Introduction

This asbestos abatement plan is being submitted on behalf of:

Lincoln Housing Authority
Attn: Mr. Keith Fortier, Manager of Facilities and Operations
10 Franklin Street, Lincoln, RI, 02865

to address the requirements of Part 1.17 of the Rhode Island Department of Health's *Rules and Regulations for Asbestos Control (216-RICR-50-15-1)* effective January 2022. This asbestos abatement plan has been developed for the removal of the asbestos containing materials (ACMs) within the fire damaged Building P of the Lincoln Manor located at 10 Franklin Street in Lincoln, RI. The approximate quantities of the ACMs are summarized in Section 4.0 of this asbestos abatement plan

The proposed abatement project must be performed in accordance with all applicable local, state and federal regulations concerning asbestos removal, transportation and disposal, with the possible exception of waivers being requested under this abatement plan. These waivers have been identified in a separate letter from the owner's representative, which has been submitted with this plan.

In summary, as the proposed abatement project includes the removal of gypsum board walls/ceilings contaminated with the asbestos containing joint compound throughout the building, we find it necessary to request a waiver of wall sheeting as required by 1.14.2(d). This abatement plan documents the procedures that should be implemented in carrying out the proposed project.

2.0 Bulk Sampling Information (see Section 13 of Form ASB-16)

The ACMs to be abated were characterized by bulk samples collected by Frank Silva of Silva Environmental & Associated, Inc. (Silva Environmental) (Rhode Island Department of Health (RIDOH) Certification No AI00085) on Tuesday, February 24, 2015, as well as bulk samples collected by Brian Piccolo (RIDOH Certification No AI00657) on Thursday, February 12, 2026.

The samples collected by Mr. Frank Silva during the bulk sampling event in 2015 were submitted to and analyzed by ProScience Analytical Services, Inc. (ProScience) of Woburn, Massachusetts. ProScience was accredited through the National Voluntary Laboratory Accreditation Program (NVLAP# 200090-0), the American Industrial Hygiene Association (AIHA# 22559) and the Rhode Island Department of Health (AAL-093). Samples collected by Mr. Brian Piccolo during the bulk sampling event in 2026 were submitted to and analyzed by Asbestos Identification Laboratory (AIL) in Woburn, Massachusetts. AIL is accredited through the National Voluntary Laboratory Accreditation Program (NVLAP# 200919-0) and with the RIDOH (PLM00121).

All samples were analyzed in accordance with U.S. Environmental Protection Agency (EPA) recommended protocol ("Follow-up to the Interim Method for Determination of Asbestos in Bulk Insulation Samples" - EPA 600/R-93/116 method "Visual Estimate") using polarized light microscopy (PLM) supplemented by dispersion staining techniques. Additionally, the joint compound samples were further analyzed in accordance with the PLM analysis by EPA 600/R-93/116 Point Count Method.

It should be noted that given the confirmed positive result for the joint compound associated with the ceilings within the units and the variability among the remaining joint compound samples, it was determined that all the joint compound materials associated with the gypsum board ceilings and walls within the units and common hallway will be assumed to contain asbestos and treated as an ACM. Lastly, the linoleum and associated mastic located in the bathrooms has also been assumed to contain asbestos and treated as an ACM.

A total of twenty-eight (28) samples were collected and submitted for analysis. **Appendix A** contains copies of the analytical results by ProScience and ALL, indicating the asbestos content of the materials targeted for abatement.

3.0 Air Sampling

3.1 Pre-abatement Air Sampling (refer to Section 14, Form ASB-16)

Brian Piccolo collected one pre-abatement air sample, on Friday, February 20, 2026 from within the interior of building. AltTech Services (AltTech) believes that this air sample is representative of the abatement area included within this plan. The sample was collected by sampling over 1,200 liters of air at appropriate flow rate and was submitted under appropriate chain-of-custody to Bock and Clark Corporation a licensed laboratory for analysis using phase contrast microscopy (PCM) using NIOSH Method 7400. As can be seen in the appendices of this report, the collected pre-abatement air sample revealed airborne fiber concentrations of 0.002 fibers per cubic centimeter (f/cc). **Appendix A** contains copies of the analytical results.

3.2 Contiguous Area Sampling During Abatement

The proposed abatement is for the fire damaged Building P of the Lincoln Manor located at 10 Franklin Street in Lincoln, RI, which is currently vacant and unoccupied. As such, AltTech does not believe that continuous in-process air sampling conducted in the immediate vicinity of work-areas while the abatement is taking place is warranted.

Personnel air monitoring of Asbestos Abatement Workers, in accordance with OSHA 29 CFR 1926.1101 (formerly OSHA 29 CFR 1926.58(f)), shall be conducted throughout the entirety of the asbestos abatement project by the chosen contractor.

3.3 Clearance Air Testing

The proposed project consists of one (1) abatement area within the fire damaged Building P of the Lincoln Manor located at 10 Franklin Street in Lincoln, RI. Based on the size of the abatement area and the amount of material to be removed from the area, AltTech recommends that six (6) final clearance air samples be collected from within the containment area after the abatement has been completed and a visual inspection has been deemed satisfactory.

These samples should be submitted to a certified laboratory and analyzed according to NIOSH Method 7400. If the final clearance air test from within the containment fails, the entire area must be re-cleaned utilizing wet and HEPA methods. The clearance air-sampling test will then be repeated.

4.0 Description of Abatement Area

The proposed project consists of one (1) abatement areas associated with the fire damaged Building P of the Lincoln Manor located at 10 Franklin Street in Lincoln, RI.

- **Abatement Area 1 – Fire Damaged Building P** – Approximately 3,100 square feet of 9" x 9" floor tile and associated mastic from within Units 117 - 123, of which approximately 2,170 square feet is covered by 12" x 12" floor tile (Units 117 - 122) and approximately 395 is covered with carpeting (Unit 123); approximately 80 square feet of linoleum and associated mastic in the bathrooms of Units 117, 119, 121 & 122; approximately 14,680 square feet of gypsum board walls/ceilings contaminated with the asbestos containing joint compound from within the units and approximately 1,760 square feet of gypsum board walls/ceilings contaminated with the asbestos containing joint compound from within the common hallway. It should be noted that the ceiling within the common hallway has two (2) layers of gypsum board and that there are portions of the bathroom walls within each unit that are covered with ceramic tile (~80 square feet/unit). (see Figures).

***Please note that the quantities and locations of asbestos containing materials included in this abatement plan are for reference purposes only and should be field verified by contractors if they are to be utilized for bidding purposes.**

5.0 Interim Operations and Maintenance Program

The O&M Program is designed to (1) clean up asbestos fibers previously released, (2) prevent future release by minimizing ACM disturbance or damage, and (3) monitor the condition of the ACM. The program should be implemented if the building is to be occupied or utilized and it should continue until all ACM is removed or the building is demolished. The program should be implemented as soon as possible.

An Asbestos O&M Program Coordinator should be first appointed and trained. The Asbestos Program Manager shall have overall responsibility for implementing and documenting the program. He/she is directly responsible to upper management and must be knowledgeable about the medical and control aspects of asbestos. He or she may serve as coordinator or delegate that responsibility to the facilities manager or other appropriate employee. The manager of building maintenance and the custodial staff supervisor are the other key participants for an effective program.

An effective O & M program for these types of materials should have the following sections:

Documentation, Education, and Training

The O & M Program coordinator should:

- Record the exact location of all asbestos containing materials on building documents (plans, specifications, and drawings).
- Educate building staff & occupants, as well as maintenance and custodial workers, about the location of ACMs, and caution them about disturbing it.
- Educate building staff & occupants, as well as maintenance and custodial workers, on the procedures for alerting outside service personnel and others to the presence

and location of ACMs, including the Warning Label provisions of 40 CFR 763.95; and caution them about disturbing it.

- Train maintenance and custodial workers to handle ACM safely.
- The training program shall be in compliance with OSHA regulation 29 CFR 1926.1101 and shall meet the maintenance employee training requirements of the Asbestos Hazard Emergency Response Act (AHERA). The training program shall be presented and include the following;

Level 1 - Awareness Training

This level is for maintenance personnel involved in cleaning and simple maintenance tasks where ACBM may be accidentally disturbed. Such training may range from two to eight hours and include topics such as:

- Background information on asbestos
- Health effects of asbestos
- Worker protection programs
- Location of ACBM in the building
- Recognition of ACBM damage and deterioration
- Review of the buildings O&M plan/program
- Proper response to fiber release episodes

Level 2 - Special O&M Training

Level 2 is for maintenance personnel involved in regular maintenance and asbestos material repair tasks. Such activities will be outsourced to a licensed asbestos contractor.

Level 3 - Abatement Worker Training

Level 3 is for workers who may conduct asbestos abatement. No on-site personnel will perform asbestos abatement.

Under this asbestos O&M program, all activities that are likely to or knowingly will disturb ACBM will be outsourced to a qualified and licensed abatement firm. If an independent contractor such as an electrician or plumber performs activities that may impact ACBM the independent contractor must be trained in dealing with ACBM or must arrange for a licensed asbestos contractor to handle any ACBM that may be disturbed.

Maintenance

The O & M Program coordinator should:

- Ensure that recommended procedures and safety precautions will be followed before authorizing construction and maintenance work involving asbestos containing materials. Specifically, containment barriers should be erected around the construction and maintenance work area and workers should wear coveralls as well as respirators. All tools should be equipped with HEPA-filtered vacuum devices.

The maintenance staff should:

- Clear all construction, renovation, maintenance, or equipment repair work with the O & M Program coordinator in advance.
- Avoid removing, sanding, or stripping floor tile and associated mastics containing asbestos. If tiles are removed, do not sand asbestos mastic (tile glue) remaining on the floor.

Periodic Inspection

Building inspectors should:

- Each area known to contain ACBM should be visually inspected by the Asbestos Program Manager trained designee, him or herself, or a Consultant semi-annually. The results of this inspection shall be recorded on an ACBM Condition Form. All forms shall be transmitted to the Asbestos Program Manager. The purpose of the inspection is to ensure that ACBM condition has not deteriorated significantly during the preceding six-month period. If the condition of any ACBM has deteriorated since the last inspection, the Asbestos Program Manager shall be notified as soon as possible. The Asbestos Program Manager shall then investigate to determine if remedial action is required to prevent a health hazard.

Custodial and maintenance staff should:

- Report any ACM damage to the O & M Program manager immediately.

Record Keeping

The Asbestos Program Manager shall maintain the following documents and records;

- A. medical exam records, if required, (in accordance with 29 CFR 1910.1001(m)(3) and 1926.1101 or other applicable OSHA regulations) for all employees engaged in asbestos work or who may have been exposed to asbestos fibers in excess of the permissible exposure limit of 0.1 f/cc at the facility,
- B. all sampling results, including the dates, analytical methods used, number, duration, and results from the samples taken,
- C. Asbestos Job Notifications, the identity of employees and other parties who are or were involved in those jobs, and all other records relating to asbestos work at the facility,
- D. Asbestos Condition forms and all other records of inspections of asbestos locations,
- E. all Waste Origin - Waste Disposal forms for the disposal of asbestos material,
- F. the names of all contractors and sub-contractors performing asbestos work, the date and duration of such work and all documents and records relating to such work,
- G. all documents relating to the HEPA vacuum, HEPA vacuum filter replacement dates, and HEPA vacuum waste disposal dates,
- H. all correspondence regarding ACBM,

- I. all correspondence with any federal, state or local agencies regarding asbestos,
- J. all asbestos related employee training records, and,
- K. all other documents and records relating to asbestos.

Copies of each document and record shall be maintained for at least 30 years. These copies shall be retained even if the facility is sold.

Records shall be made available to appropriate OSHA representatives in accordance with 29 CFR 1910.1001 (m)(5) and 1926.1101 (n)(5) or other applicable federal, state or local laws. Sampling results and medical records shall be made available to appropriate affected employees, former employees and designated representatives in accordance with 29 CFR 1910.1001 (m)(5) and 1926.1101 or other applicable federal, state or local laws.

6.0 Specific Abatement Proposal

This abatement plan has been prepared for the removal of the ACMs specified in Section 4.0 of this abatement plan, which has been developed for the fire damaged Building P of the Lincoln Manor located at 10 Franklin Street in Lincoln, RI. The ACM location(s) are depicted in the Figures associated with this plan.

An asbestos contractor licensed in the State of Rhode Island must perform all asbestos abatement work, and all work must be performed in accordance with all applicable local, state, and federal regulations.

Asbestos removal will be performed following the appropriate approval of this plan by the RIDOH. The contractor, provided with the appropriate notifications, will then perform the asbestos abatement. It is anticipated that the removal project will take approximately three - four weeks to complete.

The abatement must be conducted in accordance with 1.14.2 and 1.14.3 of the RI Rules and Regulations for Asbestos Control, copies of which are appended to this plan. As the proposed abatement project includes the removal of gypsum board walls/ceilings contaminated with the asbestos containing joint compound throughout the building, we find it necessary to request a waiver of wall sheeting as required by 1.14.2(d).

Please note that as portions of the gypsum board ceilings and walls within Units, 121, 123 and 124 were damaged to access areas of the building to put out the fire. As such, all porous building debris intermingled with the gypsum board ceilings and walls within Units, 121, 123 and 124, would need to be treated and disposed of as asbestos contaminated materials.

7.0 Criteria for Selection of Contractor

A licensed asbestos abatement contractor by the State of Rhode Island in accordance with Section 1.7 of the RIDOH Rules and Regulations for Asbestos Control, will be responsible to implement this plan.

8.0 Authorized Disposal Facility

The contractor will select the authorized asbestos waste facility. The chosen contractor will forward the name of the approved disposal site to the RI Department of Health.

9.0 Methods for Insuring Compliance

See Sections 4.B and 4.D of Form ASB-16A.

10.0 Monitoring Compliance

The property owner representative will monitor compliance with the asbestos abatement plan.

11.0 Monitoring Requirements (see Section 15 A-D of Form ASB-16)

11.1 In-Process Air Sampling During Abatement

The proposed abatement is for the fire damaged Building P of the Lincoln Manor located at 10 Franklin Street in Lincoln, RI, which is currently vacant and unoccupied. As such, AltTech does not believe that continuous in-process air sampling conducted in the immediate vicinity of work-areas while the abatement is taking place is warranted.

Personnel air monitoring of Asbestos Abatement Workers, in accordance with OSHA 29 CFR 1926.1101 (formerly OSHA 29 CFR 1926.58(f)), shall be conducted throughout the entirety of the asbestos abatement project by the chosen contractor

11.2 Clearance Inspection

The proposed project consists of one (1) abatement area within the fire damaged Building P of the Lincoln Manor located at 10 Franklin Street in Lincoln, RI. Based on the size of the abatement area and the amount of material to be removed from the area, AltTech recommends that six (6) final clearance air samples be collected from within the containment area after the abatement has been completed and a visual inspection has been deemed satisfactory.

These samples should be submitted to a certified laboratory and analyzed according to NIOSH Method 7400. If the final clearance air test from within the containment fails, the entire area must be re-cleaned utilizing wet and HEPA methods. The clearance air-sampling test will then be repeated.

12.0 Confirmation of Proper Asbestos Disposal

The property owner representative shall obtain confirmation of proper asbestos disposal from the contractor and provide copies to the RI Department of Health in accordance with Section 1.17.3 (b) of the *RI Rules and Regulations for Asbestos Control*.

APPENDIX A

Bulk Sampling and Pre-Abatement Air Sampling Analytical Results

ProScience Analytical Services, Inc.

Client Name: Silva Environmental & Associates, Inc.
 PO #: N/A
 Client Project #: 56383
 Client Reference: Lincoln Housing, Bldg. M, Apt. 107
 Method: EPA/800/R-93/118

Batch: B96248
 Date Sampled: 2/24/2015
 Date Received: 2/27/2015
 Date Analyzed: 2/27/2015
 Date of Report: 2/27/2015

Sample ID	Color	Asbestos %						Non-Asbestos %						
		CHR	AMO	CRO	ACT	TRE	ANT	FBO	MNW	CEL	HAR	SYN	OTH	NON
LH-001	Beige	5	0	0	0	0	0	0	0	0	0	0	0	95

Description: Typical 9x9 Floor Tile
 Location: Apt. 107, Living Area
 Comments:

Is asbestos present? Yes Analyzed: Yes

Sample ID	Color	Asbestos %						Non-Asbestos %						
		CHR	AMO	CRO	ACT	TRE	ANT	FBO	MNW	CEL	HAR	SYN	OTH	NON
LH-002	Black	2	0	0	0	0	0	0	0	0	0	0	0	98

Description: Floor Tile Black Mastic
 Location: Apt. 107, Living Area
 Comments:

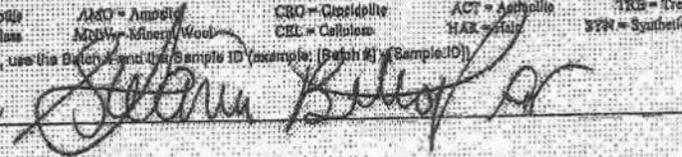
Is asbestos present? Yes Analyzed: Yes

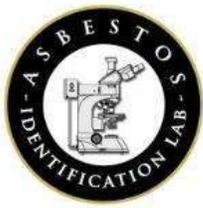
Asbestos Codes: CHR = Chrysotile AMO = Amphibole CRO = Crocidolite ACT = Actinolite TRE = Tremolite ANT = Anthophyllite
 Non-Asbestos Codes: FBO = Fiberglass MNW = Mineral Wool CEL = Cellulose HAR = Hair SYN = Synthetic OTH = Other NON = Non-Fibrous Minerals

Notes: To create a unique lab sample ID, use the Batch # and the Sample ID (example: [Batch #]-[Sample ID])

* All results are in percentage.

Analyst: Patricia Weakley





Asbestos Identification Laboratory

165 New Boston St., Ste 227
Woburn, MA 01801
781-932-9600

Web: www.asbestosidentificationlab.com
Email: mikemanning@asbestosidentificationlab.com



Batch: 260213028

Brian Piccolo
AltTech Services
44 Pole Bridge Road
North Scituate, RI 02857

Project Information
20260212

Method: *PLM Bulk, EPA 600/R-93/116*

*Lincoln Manor - Building
P, 10 Franklin Street,
Lincoln, RI*

Dear Brian Piccolo,

Asbestos Identification Laboratory has completed the analysis of the samples from your office for the above referenced project. The Analysis Method is PLM Bulk. The information and analysis contained in this report have been generated using the EPA 600/R-93/116 Method for the Determination of Asbestos in Bulk Building Materials. Materials or products that contain more than 1% of any kind or combination of asbestos are considered as asbestos containing building material as determined by the EPA. This Polarized Light Microscope (PLM) technique may be performed either by visual estimation or point counting. Point counting provides a determination of the area percentage of asbestos in a sample. If the asbestos is estimated to be less than 10% by visual estimation of friable material, the determination may be repeated using the point counting technique. The report may not be used by the customer to claim product endorsement by NVLAP or any other U.S. Government Agency.

The EPA recommends you should assume vermiculite contains asbestos and not to disturb it. Airborne asbestos fibers present a health risk through inhalation, so the first step is to not disturb the material, which could release fibers into the air. If you disturb the insulation, you may inhale some asbestos fibers. The degree of health risk depends on how much and how often this occurred. If you choose to remove the vermiculite insulation, this work should be done by a trained and accredited asbestos abatement contractor that is separate and independent from the company that performed the assessment of the vermiculite insulation to avoid any conflict of interest. <https://www.epa.gov/asbestos/my-attic-has-vermiculite-insulation-it-am-i-risk-should-i-take-it-out> | US EPA.

Laboratory results represent the analysis of samples as submitted by the customer. Information regarding sample location, description, area, volume, etc., was provided by the customer. Information provided by the customer can affect the validity of results. Asbestos Identification Laboratory is not responsible for sample collection activities or analytical method limitations. Unless notified in writing to return samples, Asbestos Identification Laboratory discards customer samples after 30 days. Samples containing subsamples or layers will be analyzed separately when applicable. Reports are kept at Asbestos Identification Laboratory for three years. All customer information will be maintained in confidentiality. This report shall not be reproduced, except in full, without the written consent of Asbestos Identification Laboratory.

- NVLAP Lab Code: 200919-0
- Massachusetts Certification License: AA000208
- State of Connecticut, Department of Public Health Approved Environmental Laboratory Registration Number: PH-0142
- State of Maine, Department of Environmental Protection Asbestos Analytical Laboratory License Number: LB-0078(Bulk) LA-0087(Air)
- State of Rhode Island and Providence Plantations. Department of Health Certification: AAL-121
- State of Vermont, Department of Health Environmental Health License AL934461

Thank you Brian Piccolo for your business.

Michael Manning
Owner/Director
781-932-9600

Sampled: February 12, 2026

Received: February 13, 2026

Analyzed: 02/13/2026

Report Date: February 13, 2026

Analyzed by:
Elaina Maxwell

Elaina Maxwell

Batch: 260213028

Page 1 of 4

Field ID LabID	Material	Location	Color	Non-Asbestos %	Asbestos %
1A 260213028-001	Gypsum Board	Unit Walls	Gray	Cellulose 10 Non-Fibrous 90	None Detected
1B 260213028-002	Gypsum Board	Unit Walls	Gray	Cellulose 10 Non-Fibrous 90	None Detected
1C 260213028-003	Gypsum Board	Unit Walls	Gray	Cellulose 10 Non-Fibrous 90	None Detected
1D 260213028-004	Gypsum Board	Unit Walls	Gray	Cellulose 10 Non-Fibrous 90	None Detected
1E 260213028-005	Gypsum Board	Unit Walls	Gray	Cellulose 10 Non-Fibrous 90	None Detected
2A 260213028-006	Joint Compound	Unit Walls	White	Non-Fibrous 100	None Detected
2B 260213028-007	Joint Compound	Unit Walls	White	Non-Fibrous 98	Detected Chrysotile 2
2C 260213028-008	Joint Compound	Unit Walls			Not analyzed
2D 260213028-009	Joint Compound	Unit Walls			Not analyzed
2E 260213028-010	Joint Compound	Unit Walls			Not analyzed
3A 260213028-011	Gypsum Board	Unit Ceilings	Gray	Cellulose 10 Non-Fibrous 90	None Detected

Sampled: February 12, 2026

Received: February 13, 2026

Analyzed: 02/13/2026

Report Date: February 13, 2026

Analyzed by:
 Elaina Maxwell

Elaina Maxwell

Batch: 260213028

Field ID LabID	Material	Location	Color	Non-Asbestos %	Asbestos %
3B 260213028-012	Gypsum Board	Unit Ceilings	Gray	Cellulose 10 Non-Fibrous 90	None Detected
3C 260213028-013	Gypsum Board	Unit Ceilings	Gray	Cellulose 10 Non-Fibrous 90	None Detected
3D 260213028-014	Gypsum Board	Unit Ceilings	Gray	Cellulose 10 Non-Fibrous 90	None Detected
3E 260213028-015	Gypsum Board	Unit Ceilings	Gray	Cellulose 10 Non-Fibrous 90	None Detected
4A 260213028-016	Joint Compound	Unit Ceilings	White	Non-Fibrous 100	None Detected
4B 260213028-017	Joint Compound	Unit Ceilings	White	Non-Fibrous 100	None Detected
4C 260213028-018	Joint Compound	Unit Ceilings	White	Non-Fibrous 98	Detected Chrysotile 2
4D 260213028-019	Joint Compound	Unit Ceilings			Not analyzed
4E 260213028-020	Joint Compound	Unit Ceilings			Not analyzed
5A 260213028-021	Gypsum Board	Hallway Walls/Ceilings	Gray	Cellulose 5 Non-Fibrous 95	None Detected
5B 260213028-022	Gypsum Board	Hallway Walls/Ceilings	Gray	Cellulose 5 Non-Fibrous 95	None Detected

Sampled: February 12, 2026

Received: February 13, 2026

Analyzed: 02/13/2026

Report Date: February 13, 2026

Analyzed by:
 Elaina Maxwell

Elaina Maxwell

Batch: 260213028

Field ID LabID	Material	Location	Color	Non-Asbestos %	Asbestos %
5C 260213028-023	Gypsum Board	Hallway Walls/Ceilings	Gray	Cellulose 5 Non-Fibrous 95	None Detected
6A 260213028-024	Joint Compound	Hallway Walls/Ceilings	White	Non-Fibrous 98	Detected Chrysotile 2
6B 260213028-025	Joint Compound	Hallway Walls/Ceilings			Not analyzed
6C 260213028-026	Joint Compound	Hallway Walls/Ceilings			Not analyzed

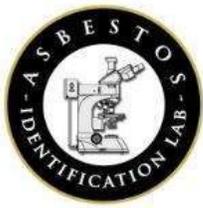
Field ID / Client Reference	Material / Location	Spectrochemical Properties					Optical Properties						Non-Asbestos Percentage (%)									
		% of Asbestos	Color	Homogeneity	Texture	Flake	Asbestos Minerals	Asbestos %	Morphology	Extinction	Sign of Wavelength	Birefringence	Pleochroism	IH	I	Fiberglass	Mineral Wool	Cellulose	Hair	Synthetic	Other	Non-Fibrous
ID	Material Gypsum Boards	0.95	2	5												0	0					90
	Material Joint walls	0.95	2	5												0	0					90
IE	Material Joint compound	0.95	2	5												0	0					90
	Material Vent walls	0.95	2	5												0	0					90
2A	Material Joint compound	0.95	2	5												0	0					90
	Material Vent walls	0.95	2	5												0	0					90
2B	Material Joint compound	0.95	2	5												0	0					98
	Material Vent walls	0.95	2	5												0	0					98
2C	Material Joint compound	0.95	2	5												0	0					98
	Material Vent walls	0.95	2	5												0	0					98

DNA

Lab Use Only		Client Reference	Material / Location	Stereomicroscopic					Optical Properties					Non-Asbestos Percentage (%)											
Sample ID	Lab Use Only	Client Reference	Material / Location	% of Asbestos	Color	Homogeneity	Texture	Fracture	Asbestos Minerals	Asbestos %	Morphology	Extinction	Sign of Elongation	Birefringence	Pleochroism		⊥	Fiberglass	Mineral Wool	Cellulose	Hair	Synthetic	Other	Non-Fibrous	
009		2D	Marble Joint Compound Unit walls						Chrysotile Amosite Crocidolite Tremolite Anthophyllite Actinolite																
010		2E	Marble Unit walls						Chrysotile Amosite Crocidolite Tremolite Anthophyllite Actinolite																
011		3A	Marble Gypsum Board Unit Ceilings	0	gs	2	Fl	5	Chrysotile Amosite Crocidolite Tremolite Anthophyllite Actinolite																90
012		3B	Marble Unit walls	0	gs	2	Fl	5	Chrysotile Amosite Crocidolite Tremolite Anthophyllite Actinolite																90
013		3C	Marble Unit walls	0	gs	2	Fl	5	Chrysotile Amosite Crocidolite Tremolite Anthophyllite Actinolite																90

DNA

DNA



Asbestos Identification Laboratory

165 New Boston St., Ste 227
Woburn, MA 01801
781-932-9600

Web: www.asbestosidentificationlab.com
Email: mikemanning@asbestosidentificationlab.com



Batch: 260216038

Brian Piccolo
AltTech Services
44 Pole Bridge Road
North Scituate, RI 02857

Project Information
20260212

Method: *PLM Point Count, EPA
600/R-93/116*

*Lincoln Manor - Building
P, 10 Franklin Street,
Lincoln, RI*

Dear Brian Piccolo,

Asbestos Identification Laboratory has completed the analysis of the samples from your office for the above referenced project. The Analysis Method is PLM Point Count. The information and analysis contained in this report have been generated using the EPA 600/R-93/116 Method for the Determination of Asbestos in Bulk Building Materials. Materials or products that contain more than 1% of any kind or combination of asbestos are considered as asbestos containing building material as determined by the EPA. This Polarized Light Microscope (PLM) technique may be performed either by visual estimation or point counting. Point counting provides a determination of the area percentage of asbestos in a sample. If the asbestos is estimated to be less than 10% by visual estimation of friable material, the determination may be repeated using the point counting technique. The report may not be used by the customer to claim product endorsement by NVLAP or any other U.S. Government Agency.

The EPA recommends you should assume vermiculite contains asbestos and not to disturb it. Airborne asbestos fibers present a health risk through inhalation, so the first step is to not disturb the material, which could release fibers into the air. If you disturb the insulation, you may inhale some asbestos fibers. The degree of health risk depends on how much and how often this occurred. If you choose to remove the vermiculite insulation, this work should be done by a trained and accredited asbestos abatement contractor that is separate and independent from the company that performed the assessment of the vermiculite insulation to avoid any conflict of interest. <https://www.epa.gov/asbestos/my-attic-has-vermiculite-insulation-it-am-i-risk-should-i-take-it-out> | US EPA.

Laboratory results represent the analysis of samples as submitted by the customer. Information regarding sample location, description, area, volume, etc., was provided by the customer. Information provided by the customer can affect the validity of results. Asbestos Identification Laboratory is not responsible for sample collection activities or analytical method limitations. Unless notified in writing to return samples, Asbestos Identification Laboratory discards customer samples after 30 days. Samples containing subsamples or layers will be analyzed separately when applicable. Reports are kept at Asbestos Identification Laboratory for three years. All customer information will be maintained in confidentiality. This report shall not be reproduced, except in full, without the written consent of Asbestos Identification Laboratory.

- NVLAP Lab Code: 200919-0
- Massachusetts Certification License: AA000208
- State of Connecticut, Department of Public Health Approved Environmental Laboratory Registration Number: PH-0142
- State of Maine, Department of Environmental Protection Asbestos Analytical Laboratory License Number: LB-0078(Bulk) LA-0087(Air)
- State of Rhode Island and Providence Plantations. Department of Health Certification: AAL-121
- State of Vermont, Department of Health Environmental Health License AL934461

Thank you Brian Piccolo for your business.

Michael Manning
Owner/Director
781-932-9600

Sampled: February 16, 2026

Received: February 16, 2026

Analyzed: 02/16/2026

Report Date: February 17, 2026

Analyzed by:

Liam Cashman

Batch: 260216038

Page 1 of 2

Field ID LabID	Material	Location	Color	Non-Asbestos %	Asbestos %
2A	Joint Compound	Unit Walls	White	Non-Fibrous 100	None Detected
260216038-001					
2B	Joint Compound	Unit Walls	Off White	Non-Fibrous 99	Detected Chrysotile 1
260216038-002					
2C	Joint Compound	Unit Walls	Off White	Non-Fibrous 99	Detected Chrysotile 1
260216038-003					
2D	Joint Compound	Unit Walls	Off White	Non-Fibrous 99	Detected Chrysotile 1
260216038-004					
2E	Joint Compound	Unit Walls	Off White	Non-Fibrous 99	Detected Chrysotile 1
260216038-005					
4C	Joint Compound	Unit Ceilings	Gray	Non-Fibrous 98	Detected Chrysotile 2
260216038-006					
4D	Joint Compound	Unit Ceilings			Not analyzed
260216038-007					
4E	Joint Compound	Unit Ceilings			Not analyzed
260216038-008					
6A	Joint Compound	Hallway Walls Ceiling	White	Non-Fibrous 100	None Detected
260216038-009					
6B	Joint Compound	Hallway Walls Ceiling	White	Non-Fibrous 100	None Detected
260216038-010					
6C	Joint Compound	Hallway Walls Ceiling	Off White	Non-Fibrous 99	Detected Chrysotile 1
260216038-011					

Sampled: February 16, 2026

Received: February 16, 2026

Analyzed: 02/16/2026

Report Date: February 17, 2026

Analyzed by:
 Liam Cashman



Batch: 260216038

Client: AITech

Address: 10 Franklin Street
Lincoln, RI

Project Site & # Lincoln Manor - Building P

Phone / email address: 202 602 2012

Contact: _____

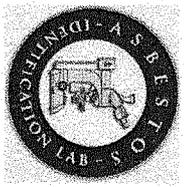
Relinquish by/date: 11/21/2012

Received by/date: _____

of Samples Received: 1

CHAIN OF CUSTODY
EPA/600/R-93/116

Asbestos Identification Lab
165 New Boston St.
Suite 227
Woburn, MA 01801
(781)932-9600
www.asbestosidentificationlab.com



Date Sampled: 2/12/2012

BATCH# 200216038 Rev 01/26

INV: 04949 Page 1 of 2

Turnaround Time Less 3 Hrs Bulk
 Same Day Soil
 Next Day Wipe
 Two Day Point Count
 Three Day NOB

Stop on 1st Positive? Yes/No
 Analyzed By: [Signature]
 Date: 2/12/2012 QC: _____

Lab ID# (Batch # Proceeds all Lab IDs, Lab Use Only)	Field ID/ (Client Reference)	Temp in Celsius = <u>23</u>	Stereomicroscope				Optical Properties							RI	Non-Asbestos Percentage (%)						
			Material / Location	% of Asbestos	Color	Homogeneity	Texture	Friable	Asbestos Minerals	Asbestos %	Morphology	Extinction	Sign of Elongation		Birefringence	Pleochroism	Fiberglass	Mineral Wool	Cellulose	Hair	Synthetic
100	2A		Material: <u>Joint</u> Location: <u>Compound</u>	0	W	089	0	Chrysotile	1	W	P	+	-	-							100
50	2B		Material: <u>" "</u> Location: <u>" "</u>	0	W	089	0	Chrysotile	1	W	P	+	-	-							85
83	2C		Material: <u>" "</u> Location: <u>" "</u>	0	W	089	0	Chrysotile	1	W	P	+	-	-							89

LC
2/12

Lab ID# (Batch # Proceeds all Lab IDs)	Field ID/ (Client Reference)	Temp in Celcius =	Material / Location	Stereomicroscope					Optical Properties							Non-Asbestos Percentage (%)								
				% of Asbestos	Color	Homogeneity	Texture	Friable	Asbestos Minerals	Asbestos %	Morphology	Extinction	Sign of Elongation	Birefringence	Pleochroism	RI	Fiberglass	Mineral Wool	Cellulose	Hair	Synthetic	Other	Non-Fibrous	
008	VE		Material Location						Chrysotile															
006	4C		Material Location	0%					Chrysotile	2%														98
005	2E		Material Location	0.0%					Chrysotile	1%														99
004	2D		Material Location	0.0%					Chrysotile	1%														99

008 DMK
006 DMK
005 DMK 2/7
004 DMK 2/7

Bock and Clark Corporation

30 Woodward Avenue

Narragansett, Rhode Island 02882

Phone: (401) 465-2801

Fax: (866) 486-2388

Client Name: AltTech Services

Date Received: 2/20/26

Project: LHA – Lincoln Manor, Building P

Report Date: 2/24/26

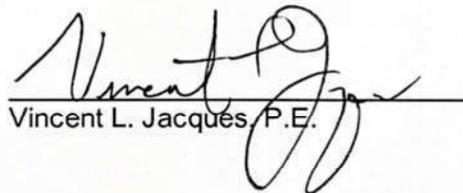
Project Number: 20260212

Method: NIOSH 7400

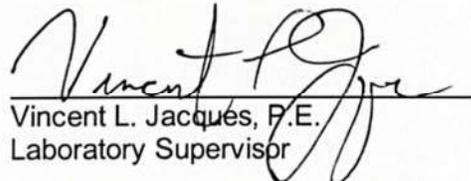
Certificate of PCM Air Sample Analysis

Lab ID	Field ID	Description	Vol. (L)	Number of Fibers	Number of Fields	Conc. (f/cc)
08839	A1	Inside Building P	1,200	BDL	100	0.002
08840	Blank	-	-	BDL	100	-
08841	Blank	-	-	BDL	100	-

Analysis Performed By:


Vincent L. Jacques, P.E.

Approved by:


Vincent L. Jacques, P.E.
Laboratory Supervisor

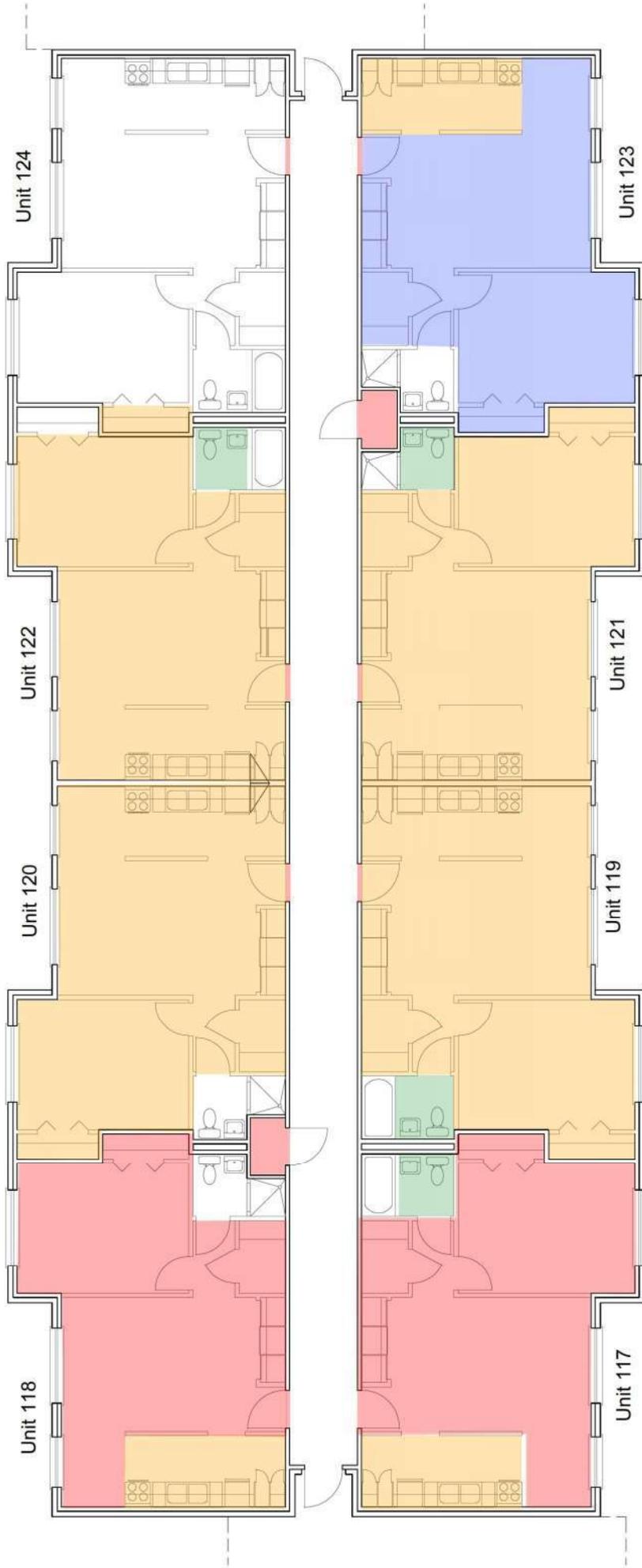
Date:

2/24/26

The detection limit of the NIOSH 7400 Phase Contrast Microscopy is 5.5 fibers per 100 fields. The Quality Control data related to the samples analyzed is available for review upon the client's written request. All Laboratory records are retained for at least three years, sample cassettes are retained for a period of three months, while the mounted slides will be retained for five years. All analytical results and records are considered strictly confidential and will not be released under any circumstances to anyone except the actual client.

APPENDIX B

Figures

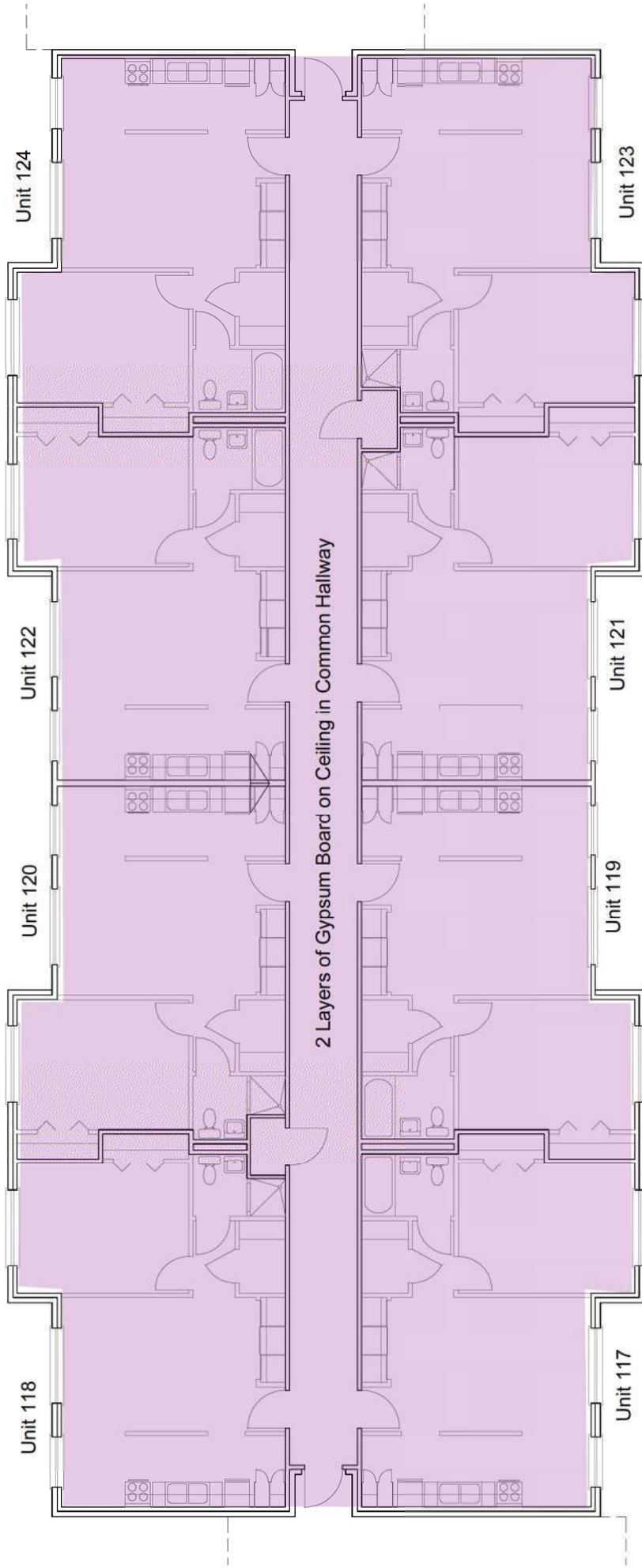


- = 9" x 9" Floor Tile and associated Mastic
- = 9" x 9" Floor Tile and associated Mastic covered by 12" x 12" Floor Tile
- = 9" x 9" Floor Tile and associated Mastic covered by Carpeting
- = Linoleum and associated Mastic

Figure 1

Lincoln Manor - Building P
 10 Franklin Street
 Lincoln, RI

*Please note that the locations of asbestos containing materials depicted are for reference purposes only and should be field verified by contractors if they are to be utilized for bidding purposes.



■ = Gypsum Board Walls and Ceilings

Figure 2

Lincoln Manor - Building P
 10 Franklin Street
 Lincoln, RI

*Please note that the locations of asbestos containing materials depicted are for reference purposes only and should be field verified by contractors if they are to be utilized for bidding purposes.

APPENDIX C

Rhode Island Rules and Regulations for Asbestos Control – 1.14.2-1.14.3: Work Practice Requirements

1.14.2 General Requirements for Removal, Encapsulation and/or Enclosure of Regulated Asbestos Containing Material (RACM)

A. Barriers to isolate contaminated from uncontaminated areas shall be constructed of polyethylene sheeting attached securely in place.

B. All surfaces shall be wet cleaned of dust or debris. Wet cleaning of contaminated items shall be performed if necessary. All movable objects shall be removed from the work area. All nonmovable objects in the work area shall be covered with 6- mil polyethylene sheeting secured in place. All openings or penetrations between the work area and uncontaminated areas shall be sealed, including windows, doorways, elevator openings, corridor entrances, drains, ducts, grills, grates, diffusers and skylights.

C. Floor sheeting shall consist of two (2) layers of 6-mil polyethylene sheeting. Floor sheeting shall extend up sidewalls at least twelve (12) inches and be sized to minimize seams. No seams shall be located at wall/floor joints. Floors being abated of resilient floor coverings and associated mastics/adhesives shall be exempt from this requirement.

D. Wall sheeting shall consist of two (2) layers of 4-mil polyethylene sheeting. It shall be installed to minimize joints and shall extend beyond wall/floor joint at least twelve (12) inches. No seams shall be located at wall/wall joints.

E. A worker decontamination enclosure system, consisting of a clean room, shower room and equipment room, each separated from each other and from the work area by airlocks and accessible through doorways protected with two (2) overlapping polyethylene sheets, shall be provided in accordance with OSHA 29 C.F.R. § 1926.1101(j) incorporated by reference at § 1.2(A) of this Part. Procedures for the utilization of this system shall be established which prevent contamination of areas outside the work area.

F. All HVAC equipment in or passing through the work area shall be shut down and locked out. All intake and exhaust openings, as well as any seams in system components shall be sealed with 6-mil polyethylene sheeting and/or tape. All system filters shall be replaced after the abatement and disposed of as asbestos waste. The ventilation system ductwork interiors shall be decontaminated whenever necessary.

G. Posting

1. Warning signs in accordance with OSHA 29 C.F.R. § 1926.1101(k)(7) incorporated by reference at § 1.2(A) of this Part shall be displayed at all approaches to any location where airborne fiber levels can be expected to exceed the Indoor Non-Occupational Air Exposure Standard established by § 1.5 of this Part.
2. Warning signs to advise the public of the location(s) within the building where any asbestos abatement activity is in progress shall be posted at all building entrances and at least one other conspicuous place per floor. These signs shall be of the same dimensions as the Warning/Danger signs required in § 1.14.2(G)(1) of this Part.
3. Warning signs shall be posted on vehicles used to transport Asbestos Containing Waste Materials during loading and unloading of the waste.

H. Clean-up procedures using HEPA vacuuming and wet cleaning techniques shall be performed following abatement. Wet cleaning shall be followed by HEPA vacuuming after surfaces have been allowed to dry. The sequence of wet cleaning and vacuuming shall be repeated at twenty-four (24) hour intervals until no visible residue is observed in the work area.

I. Negative pressure ventilation units with HEPA filtration, in sufficient number to provide one (1) workplace air change every fifteen (15) minutes, shall be operated continuously from the time of barrier construction through the time acceptable final clearance air-monitoring results are obtained. These units shall exhaust filtered air to the outside of the building. Filtered air shall not be exhausted to uncontaminated interior spaces.

J. All Asbestos Containing Waste Materials shall be adequately wetted before being placed into containers for disposal.

K. Asbestos Containing Waste Materials shall be placed in impermeable containers for disposal. Metal or fiber drums with locking-ring tops shall be used when asbestos waste contains sharp edged components. Double polyethylene bags of at least 6-mil thickness and which can be securely sealed may be used for waste. Large components or structural members may be removed intact and contained in leak-tight wrapping, equivalent to at least two (2) layers of 6-mil polyethylene sheeting, secured with tape for disposal.

L. All containers, bags, drums and wrapped components shall be labeled so that labels have the appearance of or are constructed in accordance with USDOT 49 C.F.R. 172, Subpart E incorporated by reference at § 1.2(D) of this Part and OSHA 29 C.F.R. § 1926.1101(k)(8) incorporated by reference at § 1.2(A) of this Part. Each container, bag, drum or wrapped component shall also be labeled or tagged with the name and license number of the asbestos contractor generating the waste, as well as the asbestos abatement project number and location at which the waste was generated.

M. Storage of asbestos waste containers awaiting transport to an authorized disposal facility shall be in a secured location to prevent access by unauthorized personnel.

N. Transport and disposal of asbestos waste shall be in accordance with the provisions of Appendix D to 40 C.F.R. 763, Subpart E incorporated by reference at § 1.2(E) of this Part and USDOT 49 C.F.R. § 173.1300 incorporated by reference at § 1.2(F) of this Part.

O. Disposal of Asbestos Containing Waste Materials. All Asbestos Containing Waste Materials shall be deposited as soon as is practical by the waste generator at:

1. A waste disposal site operated in accordance with the provisions of 40 C.F.R. § 61.154, or equivalent regulations promulgated by a state or local NESHAP designee; or
2. An EPA-approved site that converts RACM and Asbestos Containing Waste Materials into nonasbestos (asbestos-free) material according to the provisions of 40 C.F.R. § 61.155.

P. Access to work areas shall be controlled and posting requirements shall remain in effect until compliance with the air exposure standard has been verified by procedures outlined below:

1. Samples shall be collected and analyzed in accordance with the procedures specified by NIOSH Method 7400 (most current Revision) for asbestos fibers in air or equivalent method;
2. Air volumes shall be sufficient to accurately determine fiber concentrations to 0.01 fibers/ cubic centimeter of air (f/cc) for fibers greater than five (5) microns in length or 300 nanograms per cubic meter. A minimum air volume of 1000 liters shall be sampled;
3. Air sampling shall be conducted in representative locations with portable fans circulating air to simulate actual use conditions;
4. An acceptable airborne fiber concentration, as established by clearance air monitoring shall not exceed 0.01 f/cc for fibers greater than five (5) microns in length or 300 nanograms per cubic meter; and
5. Air sampling shall be conducted by a representative of the building owner who is not subject to the control or supervision of the Asbestos Contractor for the asbestos abatement plan.
6. Notwithstanding the requirements contained in § 1.14.2(P) of this Part above, control of access and posting requirements for buildings subject to the AHERA regulations shall remain in effect until compliance with §§ 1.17.3(A)(5) through (8) of this Part has been demonstrated.

1.14.3 Specific Requirements for Removal of Regulated Asbestos Containing Material (RACM)

A. All RACM shall be adequately wetted prior to removal. In addition, all RACM exposed during cutting and disjoining operations shall be adequately wet and all RACM shall be kept adequately wet during stripping operations.

B. Components shall be removed intact or in large sections whenever possible and carefully lowered to the floor.

C. RACM shall be removed in small sections and containerized when adequately wet. At no time shall material be allowed to accumulate or become dry. Structural components shall be adequately wetted prior to being contained in leak-tight wrapping for disposal.

D. Material shall not be dropped or thrown to the floor level. For materials located at heights greater than fifty (50) feet above the floor, a dust-tight, enclosed chute shall be constructed to transport removed material to containers on the floor. RACM may be dropped to a raised scaffold or containerized at elevated levels for disposal. Materials greater than fifteen (15) feet above the floor shall be dropped onto inclined chutes or scaffolding or containerized at elevated levels for eventual disposal.

E. A coating of encapsulating agent shall be applied to any porous surfaces that have been stripped of RACM to securely seal any residual fibers that may be present. The encapsulating agent should be chosen to be compatible with subsequent coverings.

F. RACM is not required to be stripped from large facility components such as reactor vessels, large tanks, and steam generators if the following requirements are met:

1. The component is removed, transported, stored, disposed of, or reused without disturbing or damaging the RACM.
2. The component is encased in a leak-tight wrapping.
3. The leak-tight wrapping is labeled during all loading and unloading operations and during storage.

G. When the temperature at the point of wetting is below 0°C (32°F):

1. The Asbestos Contractor need not comply with the wetting provisions of §§ 1.14.3(A) and (C) of this Part.
2. The Asbestos Contractor shall remove facility components containing, coated with, or covered with RACM as units or in sections to the maximum extent possible.

During periods when wetting operations are suspended due to freezing temperatures, the Asbestos Contractor must record the temperature in the area containing the facility components at the beginning, middle, and end of each workday and keep daily temperature records available for inspection by the Department during normal business hours at the asbestos abatement project site. The Asbestos Contractor shall retain temperature records for at least two years.

March 17, 2026

Edward Rowse
President
Rowse Architects
400 Massasoit Avenue, Suite 300
East Providence, RI 02914

Re: **Lincoln Housing Authority**
Lincoln Manor Building P Emergency Repairs
Lincoln, RI
Pare Project No.: 26047.00

Dear Ted,

As requested, Pare Corporation (Pare) has made initial observations regarding the structural condition of Lincoln Manor Building P, on 10 Franklin Street in Lincoln, RI. A house fire occurred within the structure on February 10, 2026. Observations were made to verify as-built conditions and document fire and water damage to the structural framing.

Observations of Current Conditions

Pare personnel performed an initial site visit on March 6, 2026 and a follow-up visit on March 11, 2026, to observe the damage to the structure. Pare's evaluation was visual only, non-destructive in nature, and limited to exposed and accessible portions of the structure. A probe and scraper were used to measure the depth of charred wood. Pare met on-site with Lincoln Housing Authority staff who provided access to the facility.

Observations are as follows:

- The building's roof edge is rectangular in plan and the exterior wall is set back from the roof line approximately 32 inches however the longitudinal walls undulate below with setbacks up to 6 feet creating large overhangs along the eaves. The building is doubly symmetric across its width and length.
- The roof profile of Building P is three spans and is a combination of a steep upper gable (approximately 20ft wide) in the center with flanking lower shed roofs on each side
- There is one hole in the lower shed roof. It is located above the closets between Units 119 & 121. This location is where the fire damage is most severe. A tarp has been installed to cover the opening (photo 1).
- There are two holes in the upper gabled roof. They are located above the corridor near the doors for Units 119 & 121. These holes appear to have been created by the firefighters to vent the smoke. Tarps have been installed to cover the openings (photos 1 & 3).
- The soffit on the underside of the overhang appeared to be fire damaged between Units 119 & 121. The vinyl soffit was warped and charred wood was observed through the gaps (photo 2).

- Two lower rafters within the closet space between Units 119 & 121 (Closets 119/121) are compromised by fire damage with 100% section loss along some of the length (photos 5 & 6).
- The bathroom load bearing stud wall along the edge of the Closets 119/121 has been compromised by fire damage. The center stud has 100% section loss and the top plate is severely charred. The ends of two ceiling joists at this location may have up to 50% section loss (photo 6).
- The central corridor suspended gypsum board ceiling, including its wood hangers and framing have been severely damaged by fire and water along for a stretch of approximately 20ft at the south end (photo 4).
- In the attic space a junction box was noted on a collar tie (photo 13). This junction box is approximately 46'-10" from the north gable and was used as a reference point in the field. Upper rafters and the ridge beam to the north of this point appeared to be structurally sound (photo 11), with only a visible layer of soot on the surface.
- Upper rafters, collar ties, and kickers appeared to be increasingly damaged south of the junction box (photos 19). Attic members were most severely damaged at the closet space between Units 119 & 121. At this location the walkway in the attic had been removed by firefighters who accessed this space from the corridor below.

Charring on collar ties and upper rafters were measured up to ¼" deep (photo 15). The condition of the plywood sheathing varied from soot covered to delamination (photo 16), with the most severe damage located near the ridge and closet space. Upper rafters appeared to separate from the ridge beam which was also charred (photo 7).

- An upper roof rafter adjacent to the vent opening at the midpoint of the building was noted to be splintered (photo 14).
- Upper roof members to the south of the closet space between Units 119 & 121 appeared to improve in appearance as they approach the south gable. Less alligator charring was visible. The condition of the kickers suggests that the lower roof rafters and timber beams in Units 121 & 122 remain intact.
- The roof line and eaves appear level along the entire length of the building. Damage to the ridge vent that exceeds 50% of the length of the building has been covered with a tarp.
- Units 121 & 122 were not accessible due to investigation by government officials.
- No water damage was noted. As firefighters accessed the soffit it is assumed that the ceiling hangers and cross-members in this space are compromised.
- It was noted that the Blizzard of 2026 occurred on February 23, 2026 and subjected the damaged structure to high winds and up to 36 inches of snowfall. No damage that could be attributed to the storm was observed.

Conclusions and Recommendations

The anticipated scope of demolition for the initial phase will include full removal of interior finishes and non-load bearing partitions in the four southern units leaving only the structure and exterior cladding.

Edward Rowse

(3)

March 17, 2026

These units will likely become Americans with Disabilities Act (ADA) compliant upon restoration. The four northern units are scheduled to have their interior finishes removed as well, but the interior partitions framing is expected to remain. Initial demolition will include the ceiling finishes throughout the building.

Pare recommends that the entire roof in its current condition remain intact during the initial demolition; this will ensure the structure stays dry to prevent mold. As the interior ceiling is removed, the roof framing members will be exposed for a more detailed inspection from below.

Load bearing walls have been identified on drawing SD1.0, these walls include the corridor walls and the walls between the bathrooms and bedrooms. Timber beams in line with the bathroom walls noted above span the kitchen and living room space in each unit (photo 12) providing a continuous bearing line for the roof. The load bearing walls extend from the top of the slab-on-grade to the underside of the rafter ties.

The gypsum wall board (GWB) can be fully removed from the load bearing walls during initial demolition, however 2X4 horizontal wood blocking may need to be installed between studs at third points of their length if existing blocking is not present. The GWB should be removed one side at a time to verify/install blocking as necessary prior to removing the other side. Once exposed, studs can be inspected for water damage.

Non-load bearing partitions, including the suspended soffit framing, may be removed as required without affecting the structure.

The following structural members have been identified on Drawing SD3.1 and should not be removed during the initial demolition phase.

Primary structural members:

- Exterior load bearing stud walls
- Bathroom/bedroom load bearing stud walls
- Corridor load bearing stud walls
- Timber beams spanning the kitchen and living room and supporting end posts
- 2X6 lower rafters
- 2X6 upper rafters
- 2X6 joists
- Ridge Board

Secondary structural members:

- 2X6 collar ties
- 2X6 kickers
- Plywood sheathing on roof

Shoring should be installed according to Drawings SD1.0 and SD3.2 prior to removal and disposal of the following structural members: (2) lower roof rafters as indicated on SD1.0 in Closets 119/121 and the adjacent bathroom load bearing stud wall for a width of about 4 feet.

Removal of structural members not described herein should be reviewed by the Engineer.

Edward Rowse

(4)

March 17, 2026

The existing plywood sheathing is to remain in place during the initial demolition. The sheathing steep pitch of the upper roof allows the sheathing to act as a beam and provides a great deal of stability to the overall structure as the soffit and non-load bearing partitions are removed.

Current patching of the roof, including the tarps, should remain in place during the initial phase of demolition. *The tarps indicate the widths of that are unsafe for workers to occupy.* The existing plywood appears to be temporarily sufficient to span the damaged rafters for weather protection by allow members that may be compromised to share load with adjacent members. during the initial demolition and reconstruction.

The extent of structural work may be dictated by the fire damage restoration team's ability to effectively clean and seal affected structure.

As members are exposed during the initial demolition, Pare anticipates coordination with the Contractor and an additional site observation to further determine the scope of work for the next phase of demolition which will include reinforcement or replacement of structural members.

Please do not hesitate to reach out with any additional questions or comments.

Sincerely,

A handwritten signature in blue ink that reads 'Chad T. Morrison 3-17-26'. The signature is written in a cursive style and is highlighted with a yellow rectangular background.

Chad T. Morrison, P.E.
Managing Engineer
508-948-3567
cmorrison@parecorp.com

Enclosure: Photos 1-19
Drawings SD1.0, SD2.0, SD3.1, & SD3.2



Photo 1: Tarps on Unit 119



Photo 2: Exterior soffit fire damage at Closets 119/121



Photo 3: Tarp on Unit 121 upper roof and tarp along ridge vent



Photo 4: Soffit damage at south end of corridor



Photo 5: Closets 119/121

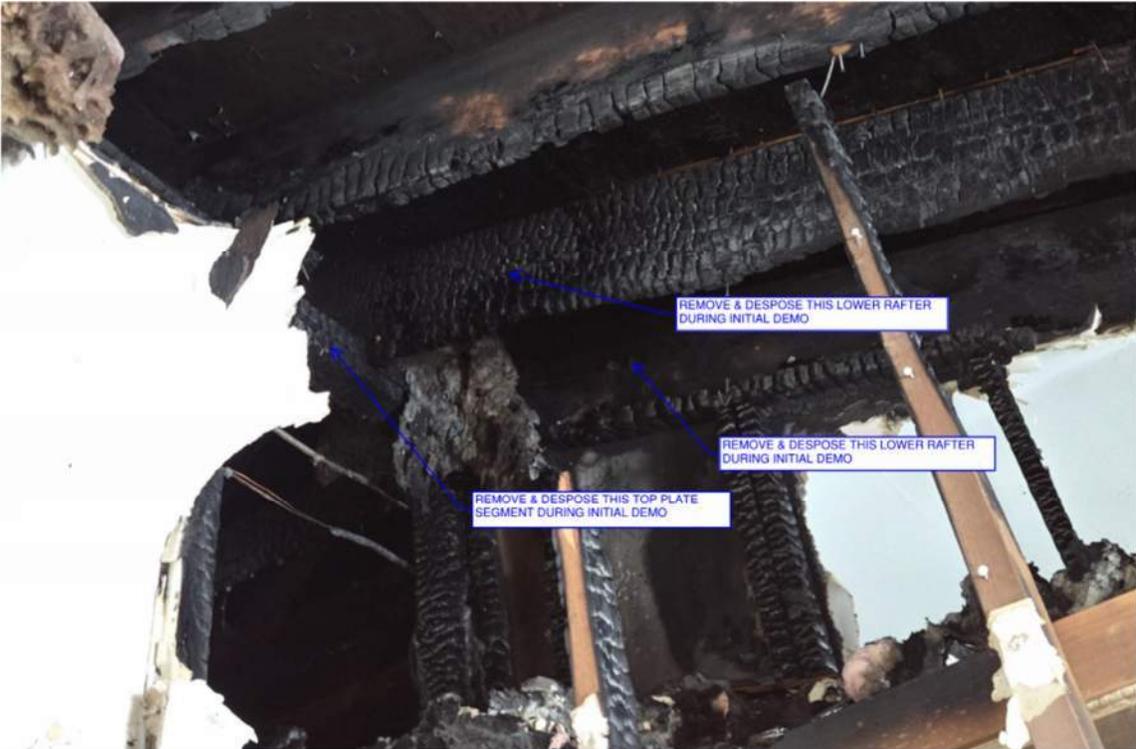


Photo 6: Load bearing wall at Closets 119/121



Photo 7: Alligator charring on upper rafters, ridge beam, and plywood sheathing



Photo 8: Upper rafters, kickers, and ceiling joists on north end



Photo 9: Top plate and kickers at Closets 119/121



Photo 10: Vents at Closets 119/121



Photo 11: North end gable



Photo 12: Timber beam exposed



Photo 13: Junction box and light socket reference points



Photo 14: Distressed upper rafter near vent at midpoint

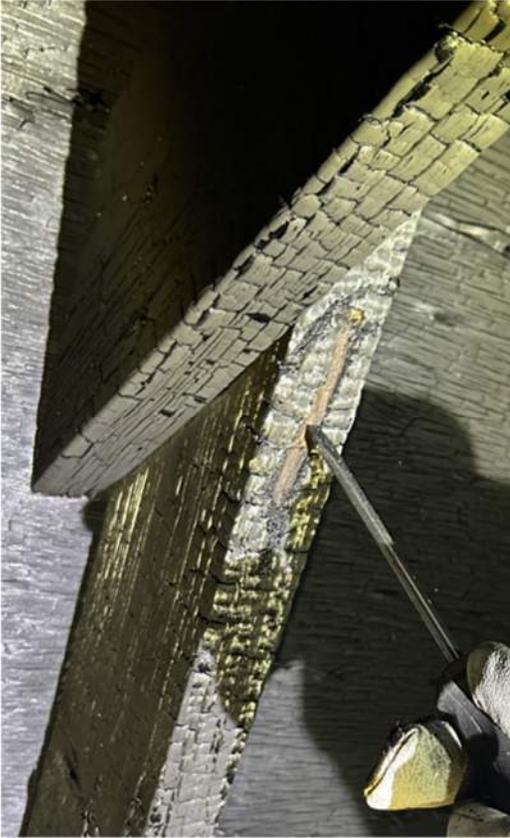


Photo 15: Depth of charring on upper rafter



Photo 16: Delaminated plywood sheathing



Photo 17: Patched hole in upper roof

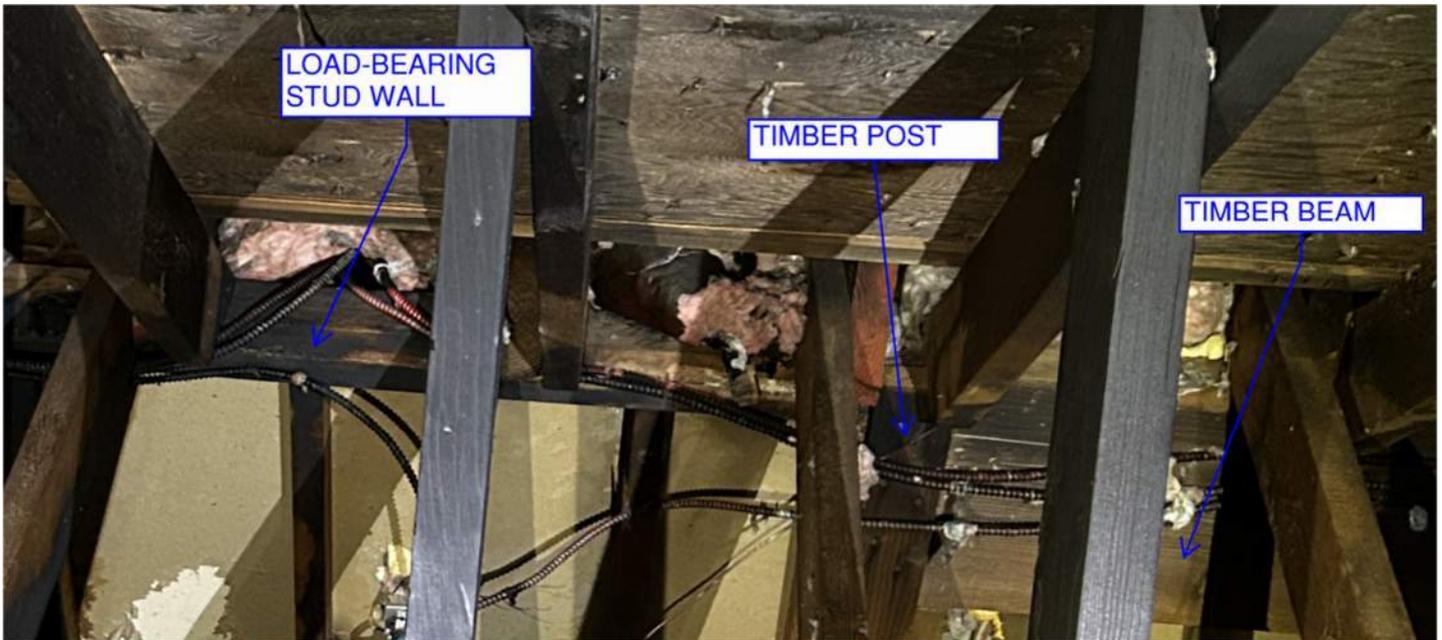
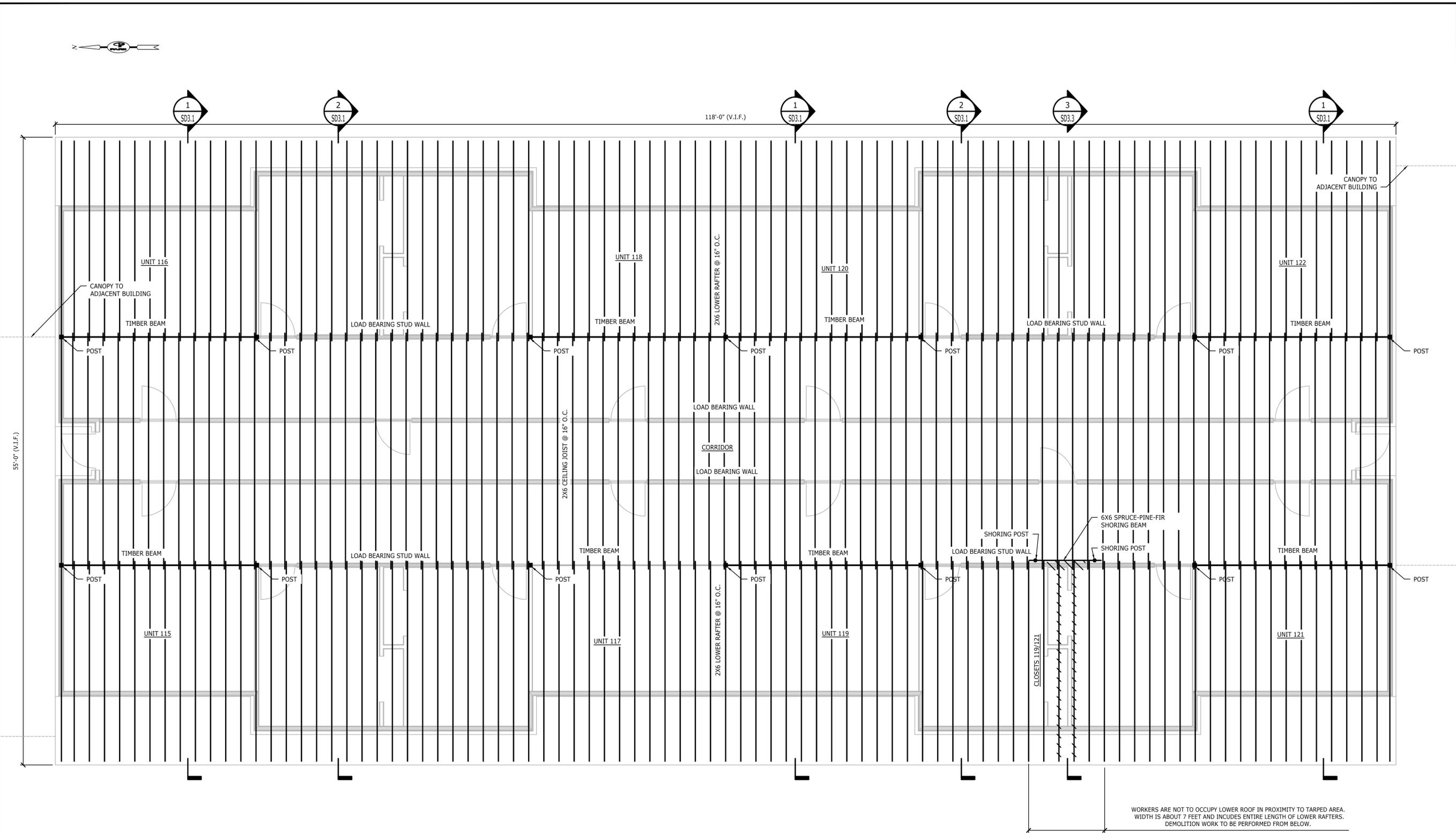


Photo 18: Load bearing bathroom wall



Photo 19: South end gable



WORKERS ARE NOT TO OCCUPY LOWER ROOF IN PROXIMITY TO TARPED AREA. WIDTH IS ABOUT 7 FEET AND INCLUDES ENTIRE LENGTH OF LOWER RAFTERS. DEMOLITION WORK TO BE PERFORMED FROM BELOW.

BUILDING P - LINCOLN MANOR - LOWER ROOF FRAMING PLAN

SCALE: 1/4"=1'-0"

- NOTES:
- SOME NON-LOAD BEARING WALLS NOT SHOWN FOR CLARITY.
 - ALL DIMENSIONS TO BE VERIFIED IN FIELD

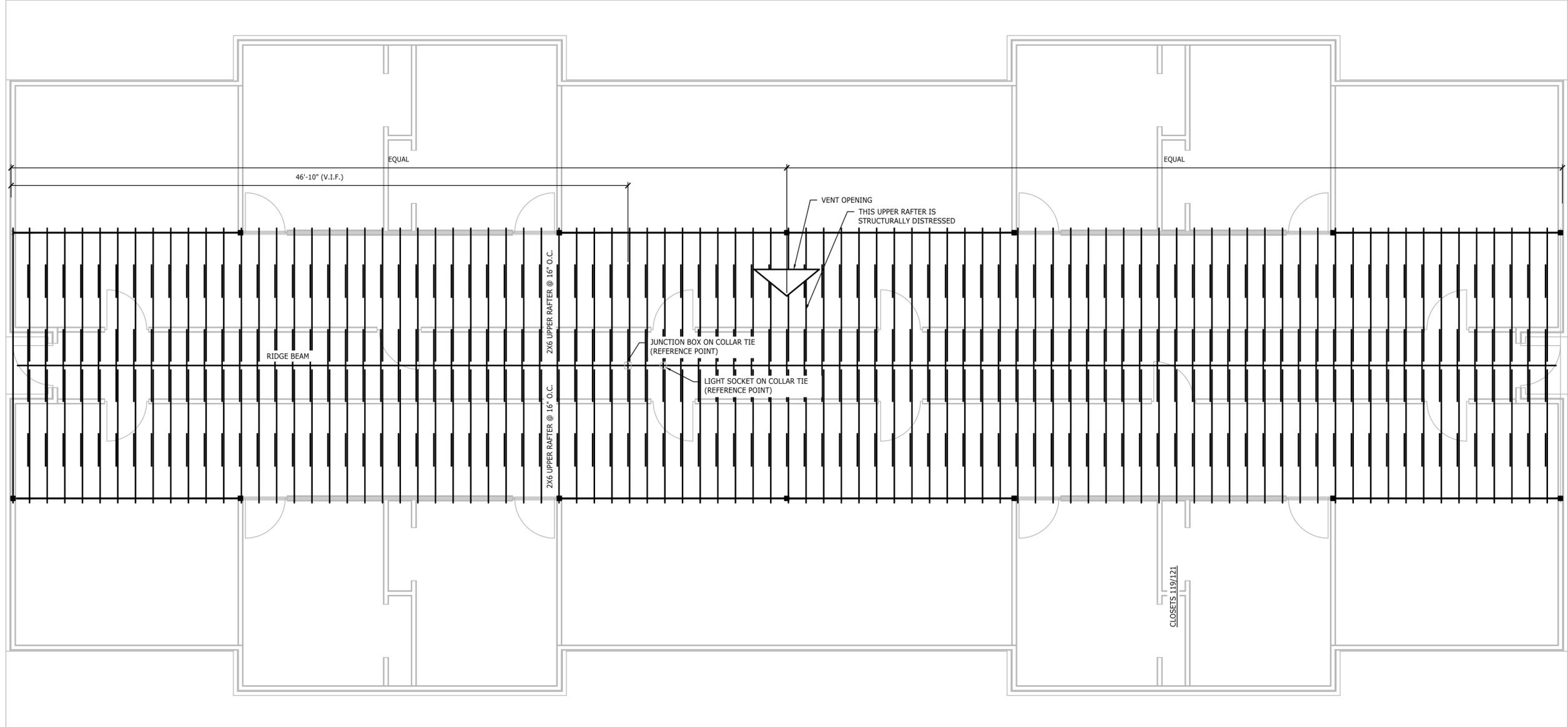
- LEGEND:
- INDICATES EXTENT OF LOAD BEARING WALLS
 - INDICATES AREA OF ANTICIPATED DEMOLITION



OWNER:
 LINCOLN HOUSING
 AUTHORITY
 10 FRANKLIN STREET
 LINCOLN, RI

SCALE ADJUSTMENT GUIDE
 0" 1"
 BAR IS ONE INCH ON
 ORIGINAL DRAWING

LINCOLN MANOR
 BUILDING P EMERGENCY REPAIRS
 10 FRANKLIN STREET, LINCOLN, RI
 LINCOLN HOUSING AUTHORITY



BUILDING P - LINCOLN MANOR - UPPER ROOF FRAMING PLAN
 SCALE: 1/4"=1'-0"

- NOTES:
1. SOME NON-LOAD BEARING WALLS NOT SHOWN FOR CLARITY.
 2. ALL DIMENSIONS TO BE VERIFIED IN FIELD
 3. WORKERS TO NOT OCCUPY AREAS ON UPPER ROOF COVERED BY TARPS. DEMOLITION WORK IS TO BE PERFORMED FROM BELOW.

LEGEND:
 INDICATES EXTENT OF LOAD BEARING WALLS
 INDICATES AREA OF ANTICIPATED DEMOLITION

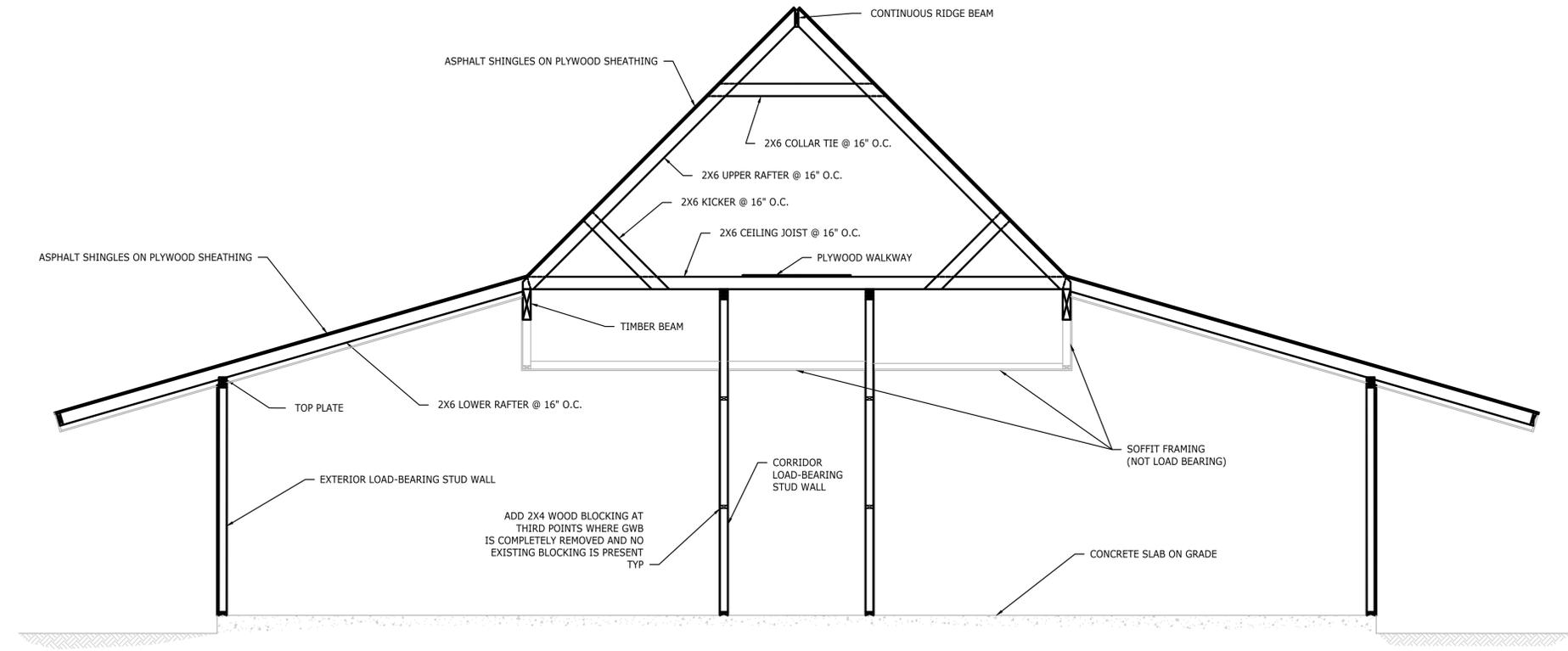
REVISIONS:

NO.	DESCRIPTION	DATE

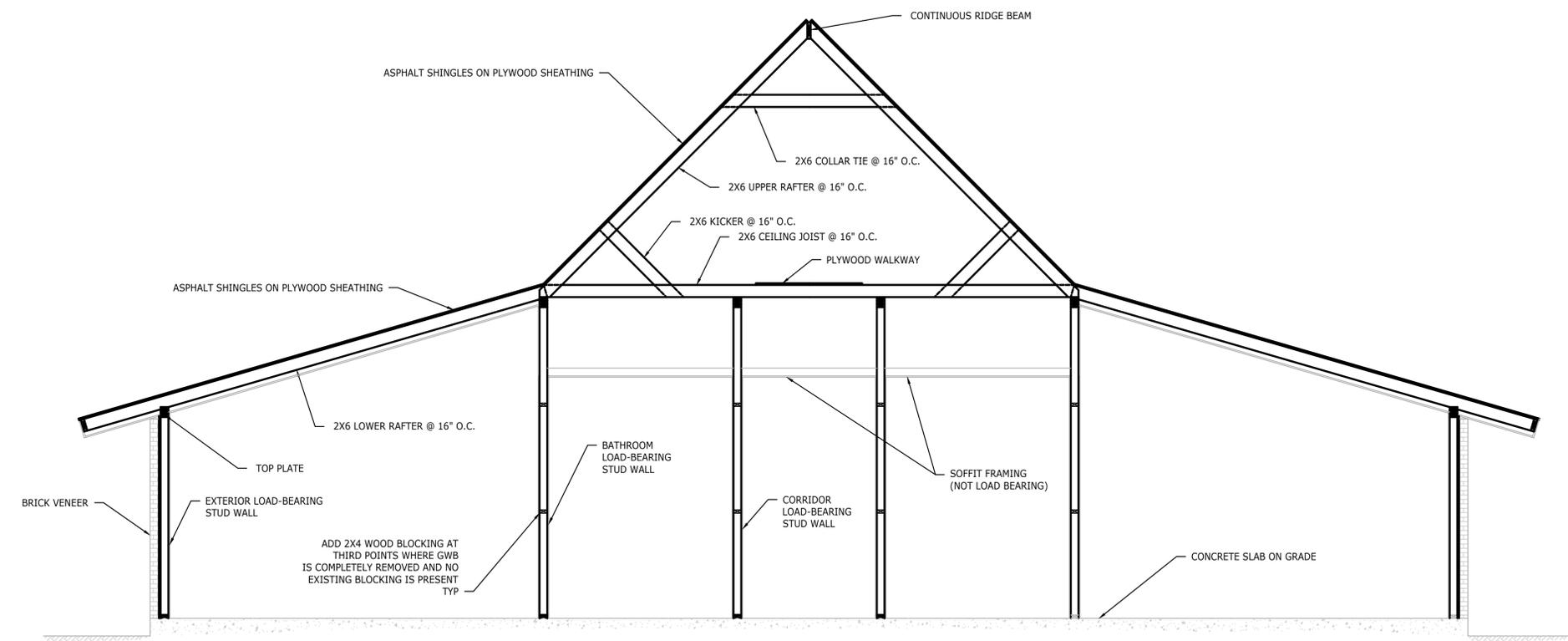
PROJECT NO.: 26047.02
 DATE: MARCH 17, 2025
 SCALE: AS NOTED
 DESIGNED BY: CTM
 CHECKED BY: MGM
 DRAWN BY: CTM
 APPROVED BY: XXX
 DRAWING TITLE:

UPPER ROOF STRUCT.
 AS-BUILT & DEMO

DRAWING NO.:
SD2.0



SECTION 1
SCALE: 3/8"=1'-0"



SECTION 2
SCALE: 3/8"=1'-0"

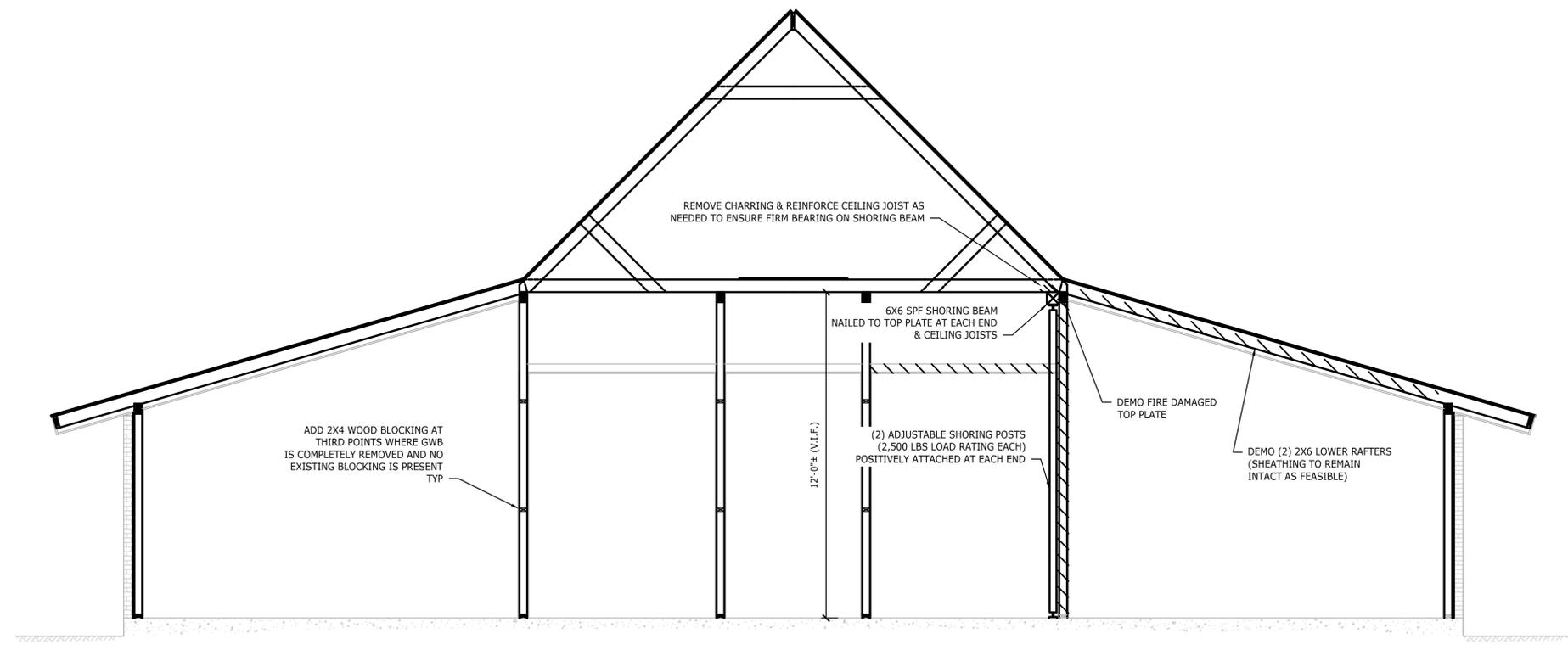
REVISIONS:

NO.	DESCRIPTION

PROJECT NO.: 26047.02
DATE: MARCH 17, 2025
SCALE: AS NOTED
DESIGNED BY: CTM
CHECKED BY: MGM
DRAWN BY: CTM
APPROVED BY: XXX
DRAWING TITLE:

SECTIONS STRUCT.
AS-BUILT & DEMO.

DRAWING NO.:
SD3.1



SECTION 3
 SCALE: 3/8"=1'-0"

LEGEND:
 /// INDICATES AREA OF ANTICIPATED DEMOLITION

REVISIONS:

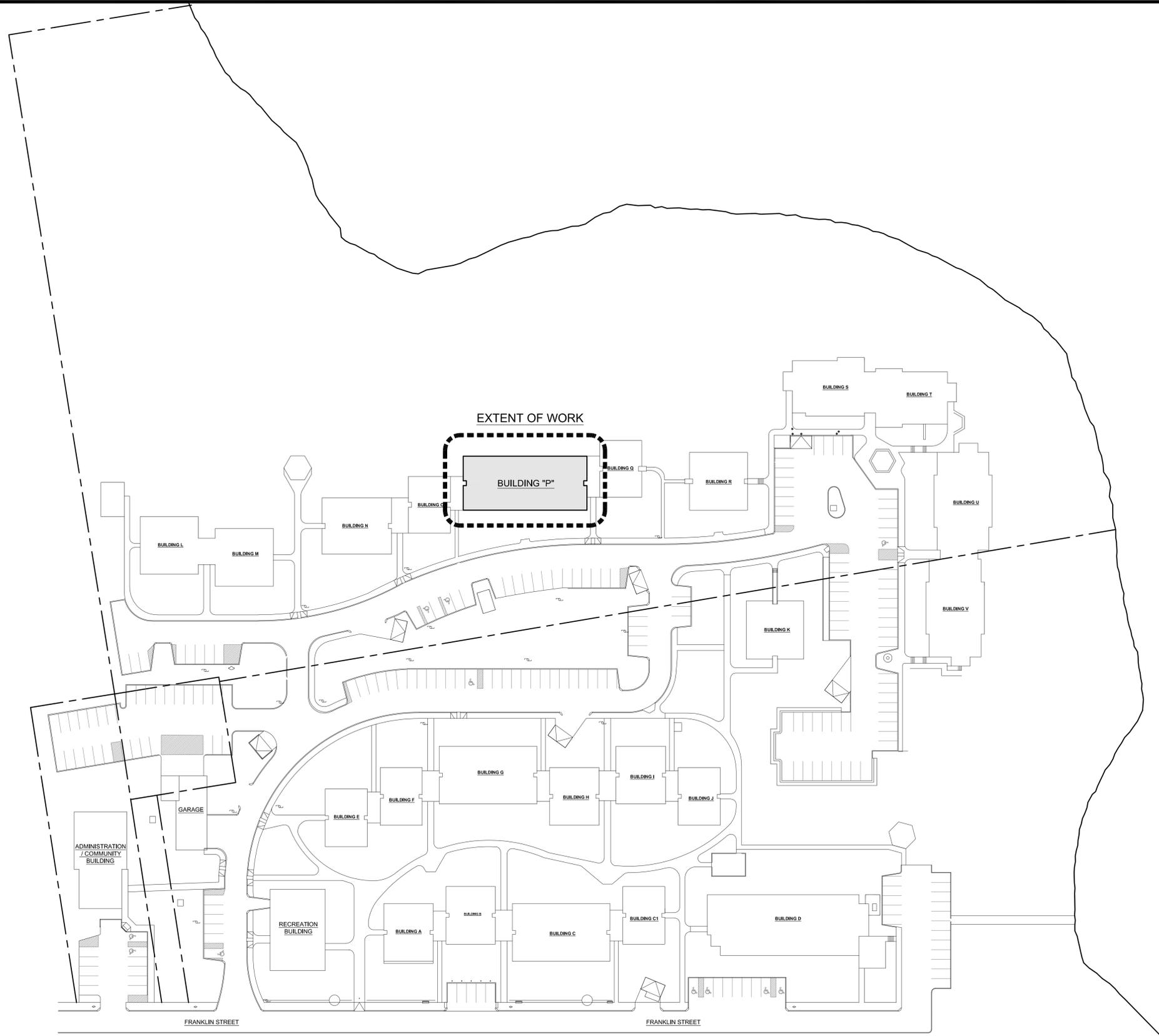
NO.	DESCRIPTION

PROJECT NO.: 26047.02
 DATE: MARCH 17, 2025
 SCALE: AS NOTED
 DESIGNED BY: CTM
 CHECKED BY: MGM
 DRAWN BY: CTM
 APPROVED BY: XXX

DRAWING TITLE:
 SECTIONS CONT.
 STRUCT.
 AS-BUILT & DEMO.
 DRAWING NO.:
SD3.2

GENERAL DEMOLITION NOTES:

- CONTRACTOR SHALL VISIT THE SITE TO VERIFY AND BE FULLY AWARE OF EXISTING CONDITIONS PRIOR TO BID. CONTRACTOR SHALL IDENTIFY ALL EXISTING ITEMS OF WORK SCHEDULED TO REMAIN OR SALVAGED FOR REUSE.
- ALL DEMOLITION WORK AND DISPOSAL OF ALL DEMOLISHED MATERIALS SHALL BE PERFORMED IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS. CONTRACTOR SHALL SECURE AND PAY FOR ALL REQUIRED DEMOLITION PERMITS.
- COORDINATE ALL DEMOLITION OPERATIONS WITH OWNER FOR SHUTDOWN PERIODS AND SEQUENCE OF WORK. ARRANGE WITH OWNER AND / OR APPROPRIATE UTILITIES FOR SERVICE SHUTOFFS BEFORE BEGINNING DEMOLITION OPERATIONS. PROVIDE TEMPORARY DUST PARTITIONS, BARRICADES AND PROTECTIVE ENCLOSURES REQUIRED TO PROPERLY SECURE, ISOLATE AND WEATHERPROOF AREAS OF WORK AND EXISTING AREAS AND ELEMENTS TO REMAIN. CONTRACTOR SHALL PERFORM THE WORK IN A MANNER THAT CAUSES NO DISRUPTION TO THE CONTINUOUS OCCUPATION OF THE BUILDING AND SITE FOR ITS INTENDED PURPOSE. PROVIDE ADDITIONAL MEASURES TO PREVENT THE MIGRATION OF DUST INTO ADJACENT SPACES.
- THE BUILDING WILL BE OCCUPIED DURING ALL OF THE CONSTRUCTION PROCESS. THE CONSTRUCTION SCHEDULE SHALL BE DEVELOPED WITH THE UNDERSTANDING THAT THE BUILDING IS OCCUPIED AND THAT IT CAN NEITHER BE CLOSED NOR CAN THE OWNER'S OPERATIONS STOP. FIRE ALARM AND FIRE PROTECTION SYSTEMS SHALL REMAIN OPERATIONAL DURING CONSTRUCTION TO PROVIDE PROTECTION AND NOTIFICATION TO THE BUILDING OCCUPANTS. CONTRACTOR SHALL PROVIDE A FIRE WATCH DURING ALL SHUTDOWNS INCLUDING 24 HOUR SERVICE IF NECESSARY.
- ALL ITEMS SCHEDULED TO BE SALVAGED FOR REUSE SHALL BE REMOVED WITH CARE, STORED AND PROTECTED FROM DAMAGE UNTIL INCORPORATED INTO THE NEW WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPLACE AND / OR RESTORE ANY ITEMS SCHEDULED FOR SALVAGE AND REUSE THAT ARE DAMAGED DURING THE COURSE OF CONTRACT OPERATIONS. THE OWNER SHALL BE THE SOLE JUDGE OF SUITABILITY OF ITEMS SALVAGED FOR REUSE IN THE WORK.
- IT IS NOT THE INTENT TO SHOW EVERY PIECE OR ITEM TO BE REMOVED IN DEMOLITION WORK. MECHANICAL, ELECTRICAL, PLUMBING AND OTHER WORK RELATED TO A WALL OR OTHER DEMOLITION ITEM SHALL BE REMOVED WHETHER INDICATED OR NOT.
- ALL EXISTING ITEMS SCHEDULED TO REMAIN DURING CONSTRUCTION SHALL BE TEMPORARILY SUPPORTED.
- THE EXTENT OF ALL SPECIFIC DEMOLITION WORK SHALL BE COORDINATED WITH THE CONTRACT DOCUMENTS.
- CONTRACTOR TO PATCH, REPAIR AND REFINISH ALL SURFACES EXPOSED BY DEMOLITION WORK WITH MATERIALS AND METHODS TO MATCH THE EXISTING FINISH AND MAKE FLUSH WITH THE EXISTING ADJACENT SURFACES. WORK SHALL INCLUDE ALL LABOR AND MATERIALS ON ALL SURFACES REQUIRED TO RENDER SUBSTRATES ACCEPTABLE TO RECEIVE NEW FINISHES SPECIFIED IN ACCORDANCE WITH MANUFACTURER'S WRITTEN RECOMMENDATIONS.
- WHERE EXISTING FINISHES ARE INDICATED TO REMAIN AS BASE MATERIALS; REMOVE ALL PROJECTIONS AND FILL ALL VOIDS; SECURE OR REMOVE AND REPLACE ANY EXISTING LOOSE OR OTHERWISE UNSUITABLE SUBSTRATE MATERIALS AS OCCURS.
- TERMINATE, CAP, REMOVE AND MAKE SAFE ALL ABANDONED MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION ITEMS BACK TO THEIR SOURCE.
- CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY CONDITIONS WHICH WOULD PREVENT THE EXECUTION OF THE DEMOLITION WORK INDICATED.
- ALL EXISTING SURFACES NOT SCHEDULED FOR DEMOLITION OR REFINISHING WHICH BECAME DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED TO MATCH THE ORIGINAL EXISTING CONDITION TO THE SATISFACTION OF THE OWNER.
- REMOVE ALL DEMOLISHED MATERIALS NOT SCHEDULED FOR SALVAGE OR REUSE IN ACCORDANCE WITH LOCAL REGULATIONS. ALL SCHEDULED ITEMS TO BE TURNED OVER TO THE OWNER, SHALL BE PROTECTED DURING DEMOLITION OPERATIONS AND DELIVERED TO THE APPROPRIATE PARTY IN UNDAMAGED CONDITION.



OVERALL SITE PLAN
NOT TO SCALE

GENERAL NOTES

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- CONTRACTOR SHALL VISIT SITE, PRIOR TO BID, AND CAREFULLY INVESTIGATE AND EXAMINE THE AREA OF WORK SO AS TO SATISFY HIMSELF AS TO THE NATURE AND LOCATION OF THE WORK, CONTRACTOR TO NOTE THE CHARACTER, QUALITY, QUANTITIES OF MATERIALS REQUIRED AND DIFFICULTIES TO BE ENCOUNTERED, THE KIND AND EXTENT OF EQUIPMENT AND FACILITIES NEEDED FOR PERFORMANCE OF THE WORK AND OTHER ITEMS WHICH MAY, IN ANY WAY, AFFECT THE WORK OR CONTRACTOR'S PERFORMANCE.
- DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY.
- NO EXITS SHALL BE CLOSED WITHOUT THE WRITTEN PERMISSION OF THE OWNER AND LOCAL AUTHORITIES HAVING JURISDICTION.
- THE BUILDING WILL BE OCCUPIED DURING ALL OF THE CONSTRUCTION PROCESS. THE CONSTRUCTION SCHEDULE SHALL BE DEVELOPED WITH THE UNDERSTANDING THAT THE BUILDING IS OCCUPIED AND THAT IT CAN NEITHER BE CLOSED NOR CAN THE OWNER'S OPERATIONS STOP.



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rowse@rowsearchitects.com



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Date: MARCH 20, 2026		
Drawn by: DLE		Proj. Mgr.: DLE
Revisions		
No.	Date	Description

**Lincoln Manor
Building P
Demolition and Abatement**

Lincoln Housing Authority
Lincoln Manor (Main Office)
10 Franklin Street Lincoln, Rhode Island

**OVERALL SITE PLAN
AND GENERAL
DEMOLITION NOTES**

C1.0

C1.0 - 26007A 1 of 3

LEGEND:

- ITEM TO BE REMOVED AND DISPOSED
- ITEM TO BE REMOVED AND SALVAGED
- EXISTING BEARING POINT
- EXISTING FIRE SEPERATION WALL

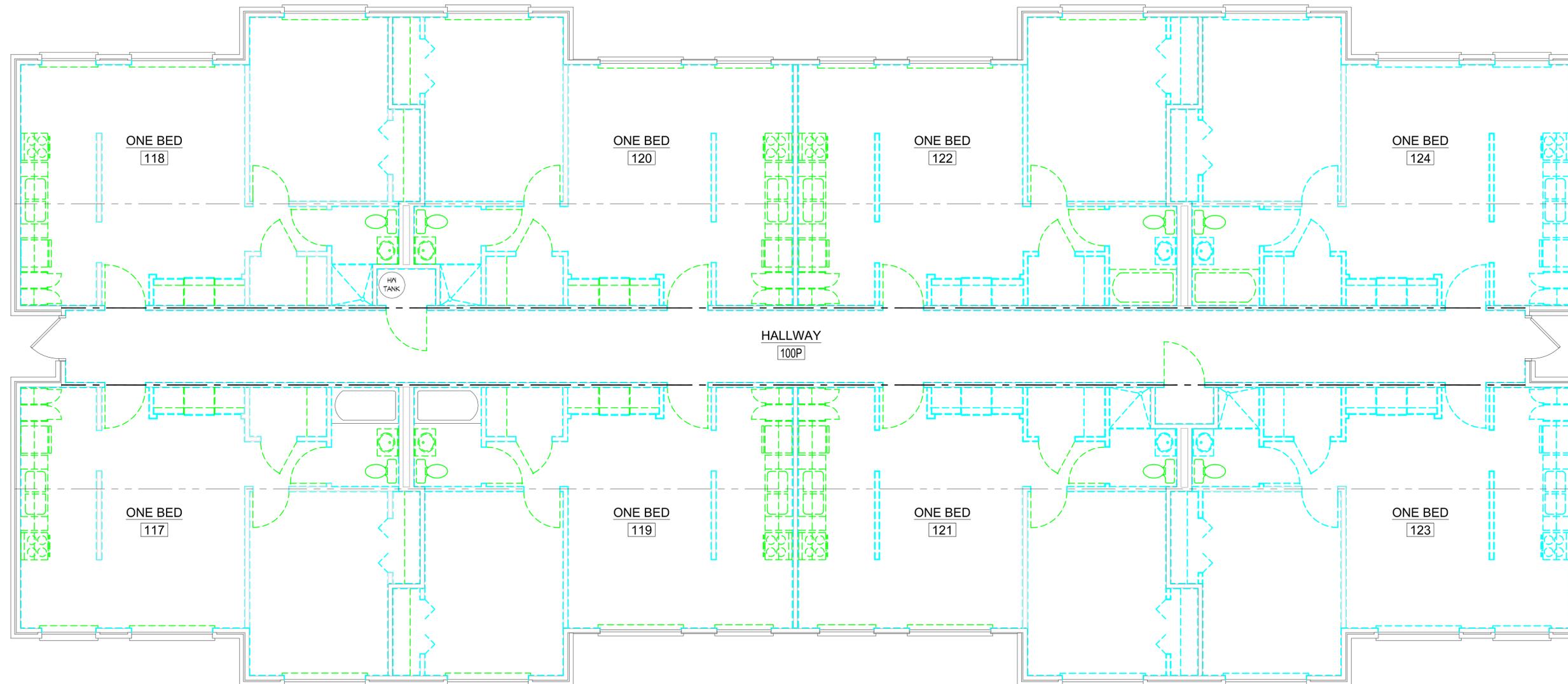
NOTE: ALL OTHER ITEMS TO REMAIN IN PLACE FOR FURTHER REVIEW BY OWNER AND ARCHITECT

NOTE:

1. REFER TO DRAWING A1.1 FOR SCHEDULES
2. REFER TO ASBESTOS ABATEMENT PLAN - APPENDIX A DOCUMENT

TRUE NORTH

KEY PLAN N.T.S.



BUILDING "P" (SEVEN) - OVERALL FLOOR PLAN
1/4" = 1'-0"

GENERAL NOTES

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Date: MARCH 20, 2026		
Drawn by: DLE	Proj. Mgr.: DLE	
Revisions		
No.	Date	Description

Lincoln Manor
Building P
Demolition and Abatement

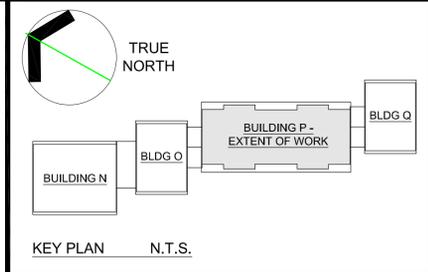
Lincoln Housing Authority
Lincoln Manor (Main Office)
10 Franklin Street Lincoln, Rhode Island

OVERALL
DEMOLITION & ABATEMENT
FLOOR PLAN

A1.0

A1.0 - 26007A 2 of 3

MATERIALS / ITEMS	APARTMENTS									REMARKS
	100P	117	118	119	120	121	122	123	124	
CEILING										
PLASTER ON GYPSUM BOARD CEILINGS	R&A	R&A	R&A	R&A	R&A	R&A	R&A	R&A	R&A	
WOOD STUD FRAMING						R&D		R&D	R&D	
ACOUSTICAL CEILING TILE SYSTEMS										
SURFACE MOUNTED LIGHT FIXTURES	R&D	R&S	R&S	R&S	R&S	R&S	R&S	R&D	R&D	
SURFACE MOUNTED EXIT SIGNS	R&D									
WALLS										
PLASTER AND GYPSUM BOARD	R&A	R&A	R&A	R&A	R&A	R&A	R&A	R&A	R&A	
CERAMIC TILE AND CEMENT BOARD	R&D	R&D	R&D	R&D	R&D	R&D	R&D	R&D	R&D	
4" HIGH VINYL WALL BASE	R&A	R&A	R&A	R&A	R&A	R&A	R&A	R&A	R&A	
INTERIOR PARTITION WALLS WOOD STUDS						R&D	R&D	R&D	R&D	
FLOORS										
12x12 RUBBER FLOOR TILES	R&D	R&A	R&A	R&A	R&A	R&D	R&D	R&A	R&A	
12x12 VINYL FLOOR TILES		R&A	R&A	R&A	R&A	R&A	R&A	R&A	R&A	
9x9 VINYL FLOOR TILES		R&A	R&A	R&A	R&A	R&A	R&A	R&A	R&A	
1x1 CERAMIC TILES		R&D	R&D	R&D	R&D	R&D	R&D	R&D	R&D	
4-1/2x4-1/2 CERAMIC TILE COVE BASE		R&D	R&D	R&D	R&D	R&D	R&D	R&D	R&D	
MARBLE SHOWER THRESHOLD		R&S	R&S	R&S	R&S	R&S	R&S	R&S	R&S	
DOORS										
WOOD APARTMENT DOOR		R&S	R&S	R&S	R&S	R&S	R&S	R&D	R&D	
WOOD BEDROOM DOOR		R&S	R&S	R&S	R&S	R&S	R&S	R&D	R&D	
WOOD BATHROOM DOOR		R&S	R&S	R&S	R&S	R&S	R&S	R&D	R&D	
WOOD CLOSET DOOR		R&S	R&S	R&S	R&S	R&S	R&S	R&D	R&D	
WOOD CLOSET BI-FOLD DOORS		R&D	R&D	R&D	R&D	R&D	R&D	R&D	R&D	
WOOD STORAGE DOOR		R&S								
HOLLOW METAL DOOR		DNT								
WOOD FRAME		R&S	R&S	R&S	R&S	R&S	R&S	R&D	R&D	
HOLLOW METAL FRAME		DNT								
MILLWORK										
KITCHEN CABINETS		R&S	R&S	R&S	R&S	R&S	R&S	R&D	R&D	
CLOSET SHELVING		R&S	R&S	R&S	R&S	R&S	R&S	R&D	R&D	
BATHROOM VANITY		R&S	R&S	R&S	R&S	R&S	R&D	R&D	R&D	
WOOD CHAIR RAIL		R&S	R&S	R&S	R&S	R&D	R&D	R&D	R&D	
WINDOW SILLS		R&S	R&S	R&S	R&S	R&S*	R&S	R&D	R&D	
APPLIANCES										
REFRIDGERATOR		R&S	R&S	R&S	R&S	R&S	R&S	R&D	R&D	
RANGE		R&S	R&S	R&S	R&S	R&S	R&S	R&D	R&D	
RANGE HOOD		R&D	R&D	R&D	R&D	R&D	R&D	R&D	R&D	
PLUMBING FIXTURES										
FLOOR MOUNTED TOILET		R&S	R&S	R&S	R&S	R&S	R&S	R&S	R&S	
VANITY RECESSED SINK BOWL		R&S	R&S	R&S	R&S	R&D	R&D	R&D	R&D	
VANITY FAUCET ASSEMBLY		R&S	R&S	R&S	R&S	R&D	R&S	R&D	R&D	
SHOWER CONTROL ASSEMBLY SYSTEM		R&S	R&S	R&S	R&S	R&S	R&S	R&D	R&D	
KITCHEN SS DOUBLE BOWL SINK		R&S	R&S	R&S	R&S	R&S	R&S	R&D	R&D	
KITCHEN FAUCET ASSEMBLY		R&S	R&S	R&S	R&S	R&S	R&S	R&D	R&D	
MAIN WATER HEATER		R&S								
ELECTRICAL										
WIRING		R&D	R&D	R&D	R&D	R&D	R&D	R&D	R&D	
MAIN ELECTRICAL PANEL		R&D								
APARTMENT ELECTRICAL PANEL		R&D	R&D	R&S	R&S	R&S	R&S	R&S	R&S	
OUTLETS		R&D	R&D	R&D	R&D	R&D	R&D	R&D	R&D	
SWITCHES		R&D	R&D	R&D	R&D	R&D	R&D	R&D	R&D	
CAMERAS		R&D								
BASEBOARD HEAT		R&D	R&D	R&D	R&D	R&D	R&D	R&D	R&D	
TEL/DATA		R&D	R&D	R&D	R&D	R&D	R&D	R&D	R&D	
CABLE		R&D	R&D	R&D	R&D	R&D	R&D	R&D	R&D	
CEILING MOUNTED HEATERS		R&D								
KEY										
NOTES										
R&A	REMOVE AND ABATE	* R&D IN BEDROOM ONLY								
R&D	REMOVE AND DISPOSE									
R&S	REMOVE AND SALVAGE									
DNT	DO NOT TOUCH									



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Date: MARCH 20, 2026

Drawn by: DLE Proj. Mgr.: DLE

Revisions

No.	Date	Description

Lincoln Manor
Building P
Demolition and Abatement

Lincoln Housing Authority
Lincoln Manor (Main Office)
10 Franklin Street Lincoln, Rhode Island

DEMOLITION AND
ABATEMENT SCHEDULE

A1.1

A1.1 - 26007A 3 of 3

 **AIA** Document A305® – 2020**Contractor's Qualification Statement**

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:

(Organization name and address.)

SUBMITTED TO:

(Organization name and address.)

Lincoln Housing Authority
10 Franklin Street,
Lincoln, RI 02865

TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

- Exhibit A – General Information
- Exhibit B – Financial and Performance Information
- Exhibit C – Project-Specific Information
- Exhibit D – Past Project Experience
- Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

CONTRACTOR'S Authorized Representative (*Signature*)

(*Printed name and title*)

Date

NOTARY

State of:

County of:

Signed and sworn to before me this day of

Notary Signature

My commission expires:



Additions and Deletions Report for **AIA® Document A305® – 2020**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:15:30 EDT on 03/19/2026.

Changes to original AIA text

PAGE 1

Exhibit B – Financial and Performance Information

Variable Information

PAGE 1

SUBMITTED BY:

(Organization name and address.)

SUBMITTED TO:

(Organization name and address.)

Lincoln Housing Authority
10 Franklin Street,
Lincoln, RI 02865

- Exhibit A – General Information
- Exhibit B – Financial and Performance Information
- Exhibit C – Project-Specific Information
- Exhibit D – Past Project Experience
- Exhibit E – Past Project Experience (Continued)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Edward A. Rowse, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:15:30 EDT on 03/19/2026 under Order No. 20250115960 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ - 2020, Contractor's Qualification Statement, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

President

(Title)

03/20/2026

(Dated)



AIA[®] Document A305[®] – 2020 Exhibit A

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by _____ and dated the _____ day of _____ in the year _____.
(In words, indicate day, month and year.)

§ A.1 ORGANIZATION

§ A.1.1 Name and Location

§ A.1.1.1 Identify the full legal name of your organization.

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

§ A.1.2 Legal Status

§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

- .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.
- .2 If your organization is a partnership, identify its partners and its date of organization.
- .3 If your organization is individually owned, identify its owner and date of organization.
- .4 If the form of your organization is other than those listed above,

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describe it and identify its individual leaders:

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

§ A.1.3.2 How many full-time employees work for your organization?

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those

services.

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

§ A.4 REFERENCES

§ A.4.1 Identify three client references:

(Insert name, organization, and contact information)

§ A.4.2 Identify three architect references:

(Insert name, organization, and contact information)

§ A.4.3 Identify one bank reference:

(Insert name, organization, and contact information)

§ A.4.4 Identify three subcontractor or other trade references:

(Insert name, organization, and contact information)

Additions and Deletions Report for AIA® Document A305® – 2020 Exhibit A

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

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Changes to original AIA text

PAGE 1

This Exhibit is part of the Contractor's Qualification Statement, submitted by _____ and dated the ~~day of~~ in the year _____
day of _____ in the year _____

Variable Information

PAGE 1

This Exhibit is part of the Contractor's Qualification Statement, submitted by _____ and dated the ~~day of~~ in the year _____
day of _____ in the year _____



AIA® Document A305® – 2020 Exhibit B

Financial and Performance Information

This Exhibit is part of the Contractor’s Qualification Statement, submitted by _____ and dated the _____ day of _____ in the _____ year

(In words, indicate day, month and year.)

§ B.1 FINANCIAL

§ B.1.1 Federal tax identification number:

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

§ B.1.4 Identify your organization’s preferred credit rating agency and identification information.

(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization’s identification number or other method of searching your organization’s credit rating with such agency.)

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than \$75,000?

(If the answer is yes, provide an explanation.)

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:

(If the answer to any of the questions below is yes, provide an explanation.)

.1 failed to complete work awarded to it?

.2 been terminated for any reason except for an owners’ convenience?

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- .3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000?
- .4 filed any lawsuits or requested arbitration regarding a construction project?

§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:
(If the answer to any of the questions below is yes, provide an explanation.)

- .1 been convicted of, or indicted for, a business-related crime?
- .2 had any business or professional license subjected to disciplinary action?
- .3 been penalized or fined by a state or federal environmental agency?

Additions and Deletions Report for AIA® Document A305® – 2020 Exhibit B

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Variable Information

PAGE 1

This Exhibit is part of the Contractor's Qualification Statement, submitted by _____ and dated the ~~day of~~ _____ in the year ~~_____~~ _____ day of _____ in the year _____



Project Specific Information

This Exhibit is part of the Contractor’s Qualification Statement, submitted by _____ and dated the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

PROJECT:

(Name and location or address.)

Lincoln Manor - Building “P” Demolition and Abatement Services
10 Franklin Street, Lincoln, RI 02865

CONTRACTOR’S PROJECT OFFICE:

(Identify the office out of which the contractor proposes to perform the work for the Project.)

TYPE OF WORK SOUGHT

(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

CONFLICT OF INTEREST

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

§ C.1 PERFORMANCE OF THE WORK

§ C.1.1 When was the Contractor’s Project Office established?

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor’s Project Office?

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor’s Project Office that pertain to the Project.

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

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§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

§ C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

§ C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

§ C.5.2 Surety company name:

§ C.5.3 Surety agent name and contact information:

§ C.5.4 Total bonding capacity:

§ C.5.5 Available bonding capacity as of the date of this qualification statement:

Additions and Deletions Report for AIA® Document A305® – 2020 Exhibit C

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Changes to original AIA text

PAGE 1

This Exhibit is part of the Contractor's Qualification Statement, submitted by _____ and dated the ~~day of~~ _____ in the year _____
day of _____ in the year _____

Variable Information

PAGE 1

This Exhibit is part of the Contractor's Qualification Statement, submitted by _____ and dated the ~~day of~~ _____ in the year _____
day of _____ in the year _____

Lincoln Manor - Building "P" Demolition and Abatement Services

10 Franklin Street, Lincoln, RI 02865



AIA[®] Document A305[®] – 2020 Exhibit D

Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount Completion Date % Self-Performed Work			
PROJECT DELIVERY METHOD	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS				



AIA[®] Document A305[®] – 2020 Exhibit E

Contractor's Past Project Experience, Continued

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount Completion Date % Self-Performed Work			
PROJECT DELIVERY METHOD	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS				

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

Lincoln Manor - Building "P" Demolition and Abatement Services
10 Franklin Street
Lincoln, Rhode Island, 02865

THE OWNER:

(Name, legal status, address, and other information)

Lincoln Housing Authority
10 Franklin Street
Lincoln, Rhode Island, 02865

THE ARCHITECT:

(Name, legal status, address, and other information)

Rowse Architects, Incorporated
400 Massasoit Avenue
Suite 300, Second Floor
East Providence, Rhode Island, 02914

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 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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 any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

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

§ 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, to which Work may be added or deleted by 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, or that does not change, 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 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 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 observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

The RFP may be obtained by emailing Ms. Dereth L. Ellston, at dellston@rowsearchitects.com; or by accessing the Lincoln Housing Authority website <http://www.lincolnhousing.org/bids.aspx>

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 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.

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

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids. *(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

Questions must be sent in writing to, Ms. Dereth L. Ellston, at dellston@rowsearchitects.com; no later than Friday, March 27th, 2026 at 4:00 PM. .

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall 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 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 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.

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

§ 3.3.5 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 Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

The Addenda will be emailed to all potential bidders by Ms. Dereth L. Ellston, at dellston@rowsearchitects.com; or by accessing the Lincoln Housing Authority website <http://www.lincolnhousing.org/bids.aspx>

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 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 Prior to submitting a Bid, each Bidder shall ascertain 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 or identified in the Bidding Documents.

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

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms 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" or as required by the bid form.

§ 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 neither make 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 and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name 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.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

Bid Bond A310-2010 in the amount of 5% of the contract price, attachment included within the FRP documents.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, 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. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning _____ days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

Response to this RFP must be submitted no later than 10:00 A.M., Wednesday, April 1st, 2026, and will be publicly opened following receipt at 10 Franklin Street, Lincoln, RI 02865, in the Community Building.

§ 4.3.2 Paper copies of the Bid, the bid security, 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.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

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

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, 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 best interests.

§ 5.3.2 Unless otherwise prohibited by law, 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 lowest responsive and responsible 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 and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

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

§ 6.3 Submittals

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

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; 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 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, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for 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.

§ 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 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

N/A

§ 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 commence sooner 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.

§ 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 to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

Refer to Appendix N, included in this RFP as an integral part of the documents.

- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

- .4 Building Information Modeling Exhibit, if completed:

N/A

- .5 Drawings

C1.0	Overall Site Plan and General Demolition Notes	March 20, 2026
A1.0	Overall Demolition and Abatement Floor Plan	March 20, 2026
A1.1	Demolition and Abatement Schedules	March 20, 2026

.6 Specifications

Section	Title	Date	Pages
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.7 Addenda:

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

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

N/A

The Sustainability Plan:

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

Supplementary and other Conditions of the Contract:

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

.9 Other documents listed below:

(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

Appendix A	Hazardous Materials Assessment
Appendix B	Structural Report
Appendix D	A305-2020 Contractors Qualification Statement Including Exhibits A, B, C, D and E
Appendix F	Supplementary Instructions to Bidders
Appendix G	Bid Form
Appendix H	A310-2010 Bid Bond
Appendix J	Non-Collusive Affidavit
Appendix K	A201-2017 General Conditions
Appendix L	Supplementary General Conditions
Appendix M	BCI Form

- All of the above listed documents are included in the RFP document.

Additions and Deletions Report for AIA® Document A701® – 2018

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:28:26 EDT on 03/19/2026.

Changes to original AIA text

PAGE 2

The RFP may be obtained by emailing Ms. Dereth L. Ellston, at dellston@rowsearchitects.com; or by accessing the Lincoln Housing Authority website <http://www.lincolnhousing.org/bids.aspx>

PAGE 3

Questions must be sent in writing to, Ms. Dereth L. Ellston, at dellston@rowsearchitects.com; no later than Friday, March 27th, 2026 at 4:00 PM..

PAGE 4

The Addenda will be emailed to all potential bidders by Ms. Dereth L. Ellston, at dellston@rowsearchitects.com; or by accessing the Lincoln Housing Authority website <http://www.lincolnhousing.org/bids.aspx>

PAGE 5

Response to this RFP must be submitted no later than 10:00 A.M., Wednesday, April 1st, 2026,

and will be publicly opened following receipt at 10 Franklin Street, Lincoln, RI 02865, in the Community Building.

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<u>Number</u>	<u>C1.0</u>	<u>Title</u>	<u>Overall Site Plan and General Demolition Notes</u>	<u>Date</u>	<u>March 20, 2026</u>
<u>A1.0</u>		<u>Overall Demolition and Abatement</u>	<u>Floor Plan</u>	<u>March 20, 2026</u>	
<u>A1.1</u>		<u>Demolition and Abatement Schedules</u>		<u>March 20, 2026</u>	

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—N/A

- Appendix A Hazardous Materials Assessment
- Appendix B Structural Report
- Appendix D A305-2020 Contractors Qualification Statement
- Appendix F Supplementary Instructions to Bidders
- Appendix G Bid Form
- Appendix H A310-2010 Bid Bond
- Appendix J Non-Collusive Affidavit
- Appendix K A201-2017 General Conditions
- Appendix L Supplementary General Conditions
- Appendix M BCI Form
- All of the above listed documents are included in the RFP document.

Variable Information

PAGE 1

Lincoln Manor - Building "P" Demolition and Abatement Services

10 Franklin Street

Lincoln, Rhode Island, 02865

Lincoln Housing Authority

10 Franklin Street

Lincoln, Rhode Island, 02865

Rowse Architects, Incorporated

400 Massasoit Avenue

Suite 300, Second Floor

East Providence, Rhode Island, 02914

PAGE 4

Bid Bond A310-2010 in the amount of 5% of the contract price, attachment included within the FRP documents.

PAGE 7

N/A

Refer to Appendix N, included in this RFP as an integral part of the documents.

N/A

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<u>Appendix A</u>	<u>Hazardous Materials Assessment</u>
<u>Appendix B</u>	<u>Structural Report</u>
<u>Appendix D</u>	<u>A305-2020 Contractors Qualification Statement</u> <u>Including Exhibits A, B, C, D and E</u>
<u>Appendix F</u>	<u>Supplementary Instructions to Bidders</u>
<u>Appendix G</u>	<u>Bid Form</u>
<u>Appendix H</u>	<u>A310-2010 Bid Bond</u>
<u>Appendix J</u>	<u>Non-Collusive Affidavit</u>
<u>Appendix K</u>	<u>A201-2017 General Conditions</u>
<u>Appendix L</u>	<u>Supplementary General Conditions</u>
<u>Appendix M</u>	<u>BCI Form</u>

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Edward A. Rowse, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:28:26 EDT on 03/19/2026 under Order No. 20250115960 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ - 2018, Instructions to Bidders, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

President

(Title)

03/20/2026

(Dated)

SECTION 00 22 13 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1.00 SUPPLEMENTS

- A. The following supplements modify, change, delete from or add to AIA Document A701, 2018 Edition. Where any Article of the Instruction to Bidders is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provision of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

1.01 ARTICLE 2 - BIDDER'S REPRESENTATIONS

- A. Delete subparagraph 2.1.3 in its entirety and substitute the following:

"2.1.3 The Bidder has inspected the site, has familiarized himself with the actual conditions under which the Work is to be performed, has correlated the Bidder's personal observations with the requirements of the Contract Documents and has full knowledge of the work required."

- B. Add the following subparagraph:

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

1.02 ARTICLE 3 - BIDDING DOCUMENTS

- A. Add subparagraph 3.2.4:

"3.2.4 No interpretation of the meaning of the Contract Documents will be made to any bidder orally. Neither the Owner or Architect will be responsible for any oral instructions".

- B. Add subparagraph 3.2.5:

"3.2.5 "Failure of any Bidder to receive any such addendum shall not relieve such bidder from any obligation under his bid as submitted."

1.03 ARTICLE 4 - BIDDING PROCEDURE

- A. Subparagraph 4.2.1 - Delete the last sentence of this subparagraph in its entirety.

- B. Add subparagraph 4.3.1.1:

"4.3.1.1 Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address and the name of the project for which the bid is submitted.

- C. Add subparagraph 4.4.1.1:
"4.4.1.1 No Bidder may withdraw a bid within 60 days after the actual date of the opening thereof."

1.04 ARTICLE 5 - CONSIDERATION OF BIDS

- A. Add subparagraph 5.1.1:
"5.1.1 No award will be made on the date of Bid Opening."
- B. Add subparagraph 5.2.1:
"5.2.1 The Owner may reject any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Conditional bids will not be accepted."
- C. Subparagraph 5.3.1 In the first sentence, delete the word "lowest" and insert "most" in the first sentence.
- D. Subparagraph 5.3.1 in the first sentence after the word "Bidder" insert "in the opinion of Owner,".
- E. Add subparagraph 5.3.1.1:
"5.3.1.1 The Owner does not obligate himself to accept the lowest or any other bid."
- F. Add subparagraph 5.3.1.2:
"5.3.1.2 If the base bid exceeds the amount of funds available to finance the construction contract, the Owner may reject all bids or may award the contract to that responsible Bidder submitting the most qualified bid."

1.05 ARTICLE 6 - POST BID INFORMATION

- A. Add the following subparagraph:
"6.1.1 The Architect may make such investigations as he deems necessary to determine the ability of the bidder and all sub-bidders to perform the work, and the bidder and all sub-bidders shall furnish to the Architect all such information and data for this purpose as the Architect may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder or sub-bidder fails to satisfy Owner that he is not properly qualified to carry out the obligations of the contract and to complete the work contemplated herein."
- C. Delete paragraph 6.2 and all subparagraphs in their entirety.
- D. Add the following subparagraph:
"6.3.5 The Bidder is specifically advised that any person, firm or entity to whom it proposes to award a subcontract under this contract must be acceptable to the Owner."

1.07 Add “ARTICLE 9 - SUPPLEMENTARY INSTRUCTIONS”

A. Add the following paragraphs:

"9.1 SUBMISSION OF PROPOSALS"

"9.1.1 Bids shall be submitted in duplicate on forms provided therefore."

"9.1.2 Bids will be received by the Owner, at the location and until time and date indicated in the Invitation to Bid.

"9.2 BASIS OF PROPOSAL"

"9.2.1 The Owner invites the following bid:

"General Contractor with a listing of major sub-contractors."

"9.3 DUPLICATION OF ITEMS OF WORK"

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

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

"9.4 ACCEPTANCE OF CONDITIONS"

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

"9.5 CONDITIONS OF WORK"

"9.5.1 Each bidder must inform himself of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption with the work of any other Contractor."

"9.6 LAWS AND REGULATIONS"

"9.6.1 The bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full."

END OF SECTION 00 22 13

3. BID BOND

Enclosed herewith is bid security as required in the Information for Bidders, which is to become the property of the PHA in the event the contract and bond are not executed within the time limit set above, as liquidated damages for delay and additional expenses to the PHA caused thereby.

Accompanying and as part of this Proposal is a bid bond or certified check payable to the PHA in the sum of:

_____ \$ _____.

4. BONDS & ACCOMPANYING SUBMITTALS

REPRESENTATIONS, CONDITIONS AND OTHER STATEMENTS OF BIDDERS: As a condition of bidding, the Bidder by submitting and signing this proposal, certifies that all required documents have been fully completed and are attached to the BID. IT IS MANDATORY THAT THESE FORMS BE FILLED OUT COMPLETELY AND SUBMITTED WITH BID DOCUMENTS. FAILURE TO COMPLY MAY CONSTITUTE REJECTION OF BID DOCUMENTS.

5. OVERHEAD & PROFIT - ADDITIONAL WORK

BIDDER agrees payment for overhead, supervision, bond, profit and other general expense on extra work (General Conditions) combined shall not exceed the following percentage of cost basis.

To the Contractor for Work performed by his own forces maximum 10 percent of the cost.

To Subcontractors for Work performed his own forces maximum 10 percent of the cost.

To the Contractor or Subcontractor for Work performed by his subcontractors maximum of 5 percent of the cost, not including subcontractor or sub-subcontractor's overhead and profit.

6. ADDITIONAL PROPOSAL PROVISIONS

If written notice of the acceptance of this BID is mailed, telegraphed or delivered to BIDDER within 60 days after the opening of the bids, or any time thereafter before this BID is withdrawn, BIDDER, will within 10 days after such notice, execute and deliver an agreement in the form specified.

The BIDDER agrees that this BID shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

BIDDER agrees to comply with all conditions of the contract, as set forth in the Bidding Requirements and Contract Documents.

BIDDER does further declare that no other than herein named have any interest in this proposal.

BIDDER understands that the PHA reserves the right to reject any or all proposal and to accept a proposal most favorable to the interest of the PHA.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any Competitor.

The Bidder warrants that he has carefully examined the site of the Work and that from his own investigations he has satisfied himself as to the nature and location of the Work and the character, quality, quantities of materials and difficulties to be encountered, the kind and extent of equipment and other facilities needed for the performance of the Work, the general and local conditions, and other items which may, in any way, affect the Work or its performance.

9. NOTICE OF ACCEPTANCE

BIDDER hereby designates at his office to which notice of acceptance may be mailed, telegraphed or delivered:

Name: _____

Company Telephone Number: _____

Company Fax Number: _____

Company E-Mail Address: _____

REQUIREMENT FOR LICENSE NUMBER:

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

LICENSE NUMBER: _____

DATED _____

Respectively Submitted,

Name of Firm

SEAL (if bid is by a corporation)

Signature

Title

END OF SECTION 00 42 13

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Lincoln Housing Authority
10 Franklin Street, Lincoln, RI 02865

BOND AMOUNT: \$**PROJECT:**

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

Lincoln Manor - Building "P" Demolition and Abatement Services
10 Franklin Street
Lincoln, Rhode Island 02865

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

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

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

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 to or deleted from the original AIA text.

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

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

Signed and sealed this _____ day _____ of _____,

CONTRACTOR AS PRINCIPAL *(Signature)*

BY:

(Printed name and title)

(Witness)

SURETY *(Signature)*

BY:

(Printed name and title)

(Witness)

Additions and Deletions Report for AIA® Document A310™ – 2010

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:04:11 EDT on 03/19/2026.

Changes to original AIA text

PAGE 1

PAGE 2

Signed and sealed this ~~day of~~, _____ day _____ of _____
.

Variable Information

PAGE 1

Lincoln Housing Authority 10 Franklin Street, Lincoln, RI 02865
Lincoln Manor - Building "P" Demolition and Abatement Services
10 Franklin Street
Lincoln, Rhode Island 02865

PAGE 2

Signed and sealed this ~~day of~~, _____ day _____ of _____
.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Edward A. Rowse, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:04:11 EDT on 03/19/2026 under Order No. 20250115960 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ - 2010, Bid Bond, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

President

(Title)

03/20/2026

(Dated)

SECTION 00 45 19 – NON-COLLUSIVE AFFIDAVIT

Date: _____, 2026

State of _____

County of _____

_____ being first duly sworn, deposes and says:

That (he) (she) is (the owner) (a partner) (an officer) of the firm of _____
_____ the party making the foregoing proposal or bid, that such proposal or bid is
genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly
of indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and not in any manner,
directly of indirectly, sought by agreement or collusion, or communication of conference, with any person, to
fix the bid price or affiant or of any other bidder, or to fix any overhead, profit, or cost element of said bid price,
or of that of any other bidder, or to secure any advantage against the **Housing Authority of the Town of
Lincoln, Rhode Island**, or any person interested in the proposed contract; and that all statements in said
proposal or bid are true.

(Signature)

(Typed/Printed Name)

(Name Of Firm)

Signature shall be of:

- Bidder, if bidder is an individual
- Partner, if bidder is a partnership
- Officer, if bidder is a corporation

Subscribed and sworn to before me this _____ day of _____, 2026.

State Of: _____

County Of: _____

(Notary Public Signature)

(Seal)

(Notary Public Typed/Printed Name)

My Commission Expires _____, 20____.

(EXECUTE AND RETURN TWO COPIES WITH BID)



General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Lincoln Manor - Building P Demolition and Abatement Services
10 Franklin Street, Lincoln, Rhode Island, 02865

THE OWNER:

(Name, legal status and address)

Lincoln Housing Authority
10 Franklin Street, Lincoln, Rhode Island, 02865

THE ARCHITECT:

(Name, legal status and address)

Rowse Architects Incorporated
400 Massasoit Avenue, Suite 300, Second Floor
East Providence, Rhode Island, 02914

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

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 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.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and 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 the 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 suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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 suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, 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 in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 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.

§ 2.3.2 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.

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

§ 2.3.4 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.

§ 2.3.5 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.

§ 2.3.6 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.

§ 2.4 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.

§ 2.5 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 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 default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for 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. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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 its 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.

§ 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 2.3.4, 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 submit 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, subject to Section 15.1.7, 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 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

§ 3.5.1 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.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 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 14 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 that an equitable adjustment be made 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, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 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 notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice 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 and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably 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, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and 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 how 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect 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 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.

§ 3.12.10.1 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 be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately 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 and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and 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.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 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, 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, or patching shall be restored to the condition existing prior to the cutting, fitting, or 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 construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its 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 and 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 the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with 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 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 an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the

negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 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.

§ 4.2 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.

§ 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 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 13.4.2 and 13.4.3, whether or not the 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, 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 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 order 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 Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the 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, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice 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 for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, 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 that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; 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 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 term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its 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 or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has 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 notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work 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. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 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 that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor 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. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine 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 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .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, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 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.

§ 7.3.7 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.

§ 7.3.8 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 may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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, commence

the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 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 (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended 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

§ 9.1.1 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.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent 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. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and 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 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, suppliers, or other persons or entities that 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 (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole 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 in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. 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. 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 suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
 - .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
 - .3 failure of the Contractor to make payments properly to Subcontractors or suppliers 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 either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 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 supplier 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 Contractor shall reflect such payment on its next Application 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 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 and suppliers 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 or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to 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 or provided by 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 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' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and

the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, 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; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the 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 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 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. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and

belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with 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, (3) a written statement that the Contractor knows of no 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, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, 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, corrected, 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 the 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;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

§ 10.2.3 The Contractor shall implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

§ 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. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is 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, notice of the 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 and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. 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 notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's 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 the material or substance or who are to perform the task of removal or safe containment of the 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 by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous 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 hazardous 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 reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances 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 reimburse 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 Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 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.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance

companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 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; (2) the Architect and Architect's consultants; and (3) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 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, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement 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 11.5.2. The Owner shall pay the Architect and

Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before 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 any 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 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 2.5.

§ 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 of the Owner or Separate Contractors, whether completed or partially completed, 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, excluding that jurisdiction's choice of law rules. 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 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 the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 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.

§ 13.3.2 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 thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 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 tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 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 13.4.1, 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 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 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.

§ 13.4.4 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.

§ 13.4.5 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.

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties 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.

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, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work 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' 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 or suppliers in accordance with the respective agreements

- between the Contractor and the Subcontractors or suppliers;
- .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 reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner 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' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under 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 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 Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

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, a change in the Contract Time, 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. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the 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 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by 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 under this Section 15.1.3.1 shall 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.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 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.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 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.

§ 15.1.6.2 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.

§ 15.1.7 Waiver of 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 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, 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. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a 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 the 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 receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, 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 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined

consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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



Additions and Deletions Report for **AIA® Document A201® – 2017**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:12:32 EDT on 03/19/2026.

Changes to original AIA text

There are no edits to the original text

Variable Information

PAGE 1

Lincoln Manor - Building P Demolition and Abatement Services

10 Franklin Street, Lincoln, Rhode Island, 02865

Lincoln Housing Authority

10 Franklin Street, Lincoln, Rhode Island, 02865

Rowse Architects Incorporated

400 Massasoit Avenue, Suite 300, Second Floor

East Providence, Rhode Island, 02914

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Edward A. Rowse, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:12:32 EDT on 03/19/2026 under Order No. 20250115960 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

President

(Title)

03/20/2026

(Dated)

SECTION 007300 – SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201, 2017. Where a portion of the General Conditions is modified, or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 - GENERAL PROVISIONS

Add the following sub-paragraphs to 1.1:

1.1.9 Miscellaneous Definitions

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

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

1.2 Correlation and Intent of the Contract Documents

Add the following Clause 1.2.3.1 to 1.2.3:

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

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

Add the following sub-paragraph 1.2.4:

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

ARTICLE 2 – OWNER

2.1.1 Contact Person: Mr. Keith Fortier, Director of Facilities
(401) 639-1288

2.2 Information and Services Required of the Owner

Delete sub-paragraph 2.2.1 without substitution.

Delete sub-paragraph 2.2.2 and substitute the following:

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

ARTICLE 3 - CONTRACTOR

3.2 Review of Contract Documents and Field Conditions by Contractor

Add the following sub-paragraph to 3.2:

3.2.5 Failure of the Specifications to indicate the need for items to properly perform the Work of the Project, such as attachments, bolts, hangers, and other fastening devices, shall not relieve the Contractor from furnishing and installing these items.

3.2.6 Should an inconsistency (or discrepancy) be found in the Contract Documents not clarified by addendum; the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

Add the following sub-paragraph to 3.3:

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

3.4 Labor and Materials

Delete sub-paragraph 3.4.2 and substitute the following:

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

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

3.4.4 After execution of the Contract, the Owner and the Architect shall only consider formal written requests for the substitution of products specified in and in accordance with the 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.

3.7 Permits, Fees, Notices and Compliance with Laws

Add to sub-paragraph 3.7.1:

- .1 The Contractor shall contact the Town of Lincoln, Building / Zoning Official Department to determine the amount of permit costs and associated fees or surcharges, as 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.

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:

- 7.3.11 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 changeover fifty dollars (\$50.00) be approved without such itemization.
- 7.3.12 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.
- 7.3.13 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".
- 7.3.14 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.
- 7.3.15 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 Applications for Payment

Add the following sentence 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:

Notwithstanding any agreements to the contrary between the Owner and the Contractor, the Lender will advance for construction on a monthly basis from mortgage proceeds 90% of the value of work in place and materials stored on the project site. With the concurrence of the Owner, and upon written request, the Lender will consider a reduction of the retainage percentage from 10% to 5% upon 50% completion of the work included in the contract.

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 Insurance and Bonds

11.1.1 Replace the words “an a insurance company or insurance 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:

- .1 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.

- .2 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:	Each
\$1,000,000.	Person
\$1,000,000.	Each
\$1,000,000.	Occurrence
\$1,000,000.	Annual
	Aggregate

- | | | |
|-----|---|---------------------|
| (b) | Property Damage:
\$1,000,000. | Each
Occurrence |
| | \$1,000,000. | Annual
Aggregate |
| (c) | Products and Completed Operations to be maintained for five (5) year after final payment. | |
| (d) | Property Damage Liability Insurance shall provide X, C or U coverage as applicable. | |
| (e) | Umbrella/Excess Liability:
\$3,000,000. | Each
Occurrence |
| 3. | Contractual Liability: | |
| (a) | Bodily Injury:
\$1,000,000. | Each
Occurrence |
| (b) | Property Damage:
\$1,000,000. | Each
Occurrence |
| | \$1,000,000. | Annual
Aggregate |
| 4. | Personal Injury, with Employment Exclusion deleted:
\$1,000,000. | Annual
Aggregate |
| 5. | Comprehensive Automobile Liability: | |
| (a) | Bodily Injury:
\$1,000,000 | Each Person |
| | \$2,000,000 | Each Accident |

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 Insurance

Delete the sub-paragraph 11.2.1 in its entirety.

11.3 Waivers of Subrogation

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.

Add sub-paragraph 11.4.1 and substitute the following:

- 11.4.1 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.
- 11.4.1.1 The Contractor shall deliver the required bonds to the Owner on or before the date the Agreement is executed.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.3 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

13.5 Interest

Add the following clause to the end of 13.5:

and as otherwise permitted by law.

Add the following paragraph 13.6 to Article 13:

13.6 Equal Opportunity

- 13.6.1 The Contractor shall maintain policies of employment as follows:
- 13.6.1.1 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 ensure 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.
- 13.6.1.2 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.
- 13.6.1.3 The Contractor shall be a signatory to the requirements of the Rhode Island Equal Employment Office.

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, 2017" 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. 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 condition's 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 condition's 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.

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.
- C. The Contractor shall make positive efforts to utilize small businesses, minority-owned firms and women's business enterprises, whenever possible.

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. Contract Drawings and Specifications, an electronic copy will be furnished to the Contractor without cost. Printing of hard copies for contractor's use shall be the responsibility of the contractor. Printing of hard copies for permits and approvals shall be by 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. The current tenants in the building have been relocated off the site prior to beginning of construction. Work is to be done as expeditiously as possible. The Contractor shall leave unobstructed ways along roadways and walks, except as approved by Owner and authorities having jurisdiction, 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 forty-eight (48) hours prior to any interference, obstruction and restriction on the adjacent premises and await Owner’s written approval prior to such interference.

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.

6.18 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 attorney’s 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 attorney’s 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.

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 00 73 00

**LINCOLN HOUSING AUTHORITY
10 FRANKLIN STREET
LINCOLN, RI 02865**

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 Lincoln Housing Authority 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 from any source that may include information as to my criminal history from any criminal justice agency or court 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.

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

Copy of valid photo identification with date of birth must be attached to all BCI Authorization Forms.

 **AIA**® Document A101® – 2017**Standard Form of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum

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

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

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

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

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, 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.

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

EXHIBIT A 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:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

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

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

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

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

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

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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 amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified 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 by such data to substantiate its accuracy, as the Architect may require. This schedule of values 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 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 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; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 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 Article 12 of AIA Document A201–2017, 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:

§ 5.3 Interest

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.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the 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 Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, 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.

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 A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document

A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below: *(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

- .5 Drawings

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

- .6 Specifications

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

- .7 Addenda, if any:

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

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

- .8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

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

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
.9	Other documents, if any, listed below: <i>(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)</i>		

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

OWNER *(Signature)*

BY:

(Printed name and title)

CONTRACTOR *(Signature)*

BY:

(Printed name and title)

Additions and Deletions Report for AIA® Document A101® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:36:35 EDT on 03/19/2026.

Changes to original AIA text

PAGE 1

AGREEMENT made as of the ~~day of~~ in the year _____ day of _____ in the year _____

Variable Information

PAGE 1

AGREEMENT made as of the ~~day of~~ in the year _____ day of _____ in the year _____

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Edward A. Rowse, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:36:35 EDT on 03/19/2026 under Order No. 20250115960 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

President

(Title)

03/20/2026

(Dated)



AIA Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

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

Lincoln Manor Building P Fire Damage

THE OWNER:
(Name, legal status and address)

THE CONTRACTOR:
(Name, legal status and address)

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

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

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
----------------	-----------

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
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§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § **A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- § **A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- § **A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- § **A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- § **A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- § **A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- § **A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- § **A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

- § **A.2.5.2 Other Insurance**

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage 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 for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- § A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor’s obligation to provide property insurance differs from the Owner’s obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- § A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

- § A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- § A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an “all-risks” completed value form.

- § A.3.3.2.5** Property insurance on an “all-risks” completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

- § A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:



Additions and Deletions Report for AIA® Document A101® – 2017 Exhibit A

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

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Changes to original AIA text

PAGE 1

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of ~~in the year~~ _____ day of _____ in the year _____

Variable Information

PAGE 1

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of ~~in the year~~ _____ day of _____ in the year _____

Lincoln Manor Building P Fire Damage