Town of North Kingstown

Public Works Department

FIRE MAINTENANCE BUILDING CONCRETE SLAB CONSTRUCTION

545 CALLAHAN ROAD

NORTH KINGSTOWN, RI

Sealed proposals for the above will be accepted in the Office of the Department of Public Works, 2050 Davisville Road, North Kingstown, RI 02852 due no later than June 27, 2014 @ 10:00 AM

Please contact John Nelson jnelson@northkingstown.org to request an inspection of the building.

Please contact Kim Jones at kjones@northkingstown.org with all contact information to ensure receipt of any addenda.

CONTENTS

A. Background and Purpose

B. Scope of Work

C. Execution

D. Delivery and Storage

E. Project Conditions

F. Requirements for Proposals

G. Procedures for Submitting Proposals

H. Preconstruction Meeting

I. Selection Criteria

Attachment 1: Information for Bidders

Attachment 2: Laws Pertaining to Public Works Projects

Attachment 3: General Conditions

Attachment 4: Bid Form

Attachment 5: Vendor Signature Form

Attachment 6: Experience Sheet

Attachment 7: Payment Bond and Performance Bond

Attachment 8: Sample Certificate of Insurance

Attachment 9: Construction Drawings and Photos
Fire Maintenance Facility
Drawing Odeh Engineers S-1
7-9-2013 Photo 1
7-9-2013 Photo 3
7-9-2013 Photo 4
7-9-2013 Photo 9

Attachment 10: Owner and Contractor- Standard Agreement

A. BACKGROUND AND PURPOSE

The Public Works Department of the Town of North Kingstown is requesting bids for the construction of reinforced concrete structural slabs at 545 Callahan Road North Kingstown, RI.

B. SCOPE OF WORK

BASE BID

The contractor shall;

Fire Maintenance Building

Structural Slab Construction

1) Maintain dust control measures throughout project.
2) Excavate fill from pits as per Drawing S-1.
3) Saw cut existing slab as per Drawing S-1.
4) Backfill with engineered fill and compact.
5) Construct reinforced concrete floor slab.

C. EXECUTION

1. The contract shall include all supervision, labor, materials, equipment and other such necessary items to provide complete project.

2. The contractor shall protect all existing and adjacent flooring, finishes and equipment, repair any damage caused by the project work.

3. The timetable for project completion will be stated as the number of calendar days following receipt of the Notice to Proceed to completion of the project. Project to be substantively complete within 90 calendar days from Notice to Proceed

4. Quality Standards: The minimum standards that must be met by the Contractor shall include, but not necessarily be limited, to the following:\

    a. All work shall comply with all federal, state and local codes and regulations.

    b. All work shall comply with the requirements of the manufacturer.

    c. Reference to the codes and standards listed herein shall constitute the minimum acceptable requirements.

5. Schedule of Allowances

a. Allow the quantity of $2,000 for Testing Services for the Fire Maintenance Building Improvements.

D. DELIVERY AND STORAGE

1. Materials shall be stored in undamaged condition as packaged by the manufacturer and in accordance with the manufacturer's instructions, with manufacturer's seals and label intact.

2. Care shall be taken to prevent damage during delivery, handling and storage. Damaged materials will not be used in the project.

3. The Contractor will make arrangements for and accept all deliveries to the project site. The Town will not accept deliveries for the contractor.

E. PROJECT CONDITIONS

The Contractor shall coordinate the work with the Town.

F. REQUIREMENTS FOR PROPOSALS

1. The undersigned proposes to furnish all labor and materials required for the following project:

   North Kingstown Fire Maintenance Building
   545 Callahan Road
   North Kingstown, RI 02852

   Of which is owned and operated by:

   The Town of North Kingstown (The OWNER)
   80 Boston Neck Road
   North Kingstown, RI 02852

2. Prices

   Having carefully examined the Bid Documents and having visited the project site and evaluated the conditions affecting the work of the proposed improvements, the undersigned proposes to furnish all materials, labor, equipment, plant, supervision, and other items necessary for the execution of the work covered by the specifications and drawings, including the alternate shown in Attachment 4.

G. PROCEDURES FOR SUBMITTING PROPOSALS

The BID FORM in Attachment 4, with all required information, the VENDOR SIGNATURE FORM in Attachment 5 and the EXPERIENCE SHEET in Attachment 6.

H. PRECONSTRUCTION MEETING

The Contractor shall arrange with the Town to schedule an initial job meeting no later than ten (10) days after the notice to proceed. The Contractor will attend this meeting prepared to announce and introduce, in writing, by name and title, the job supervisor who will be in active charge of the work and with whom the Town is empowered to deal in any day-to-day coordination of the work. It is expected that this supervisor, or his/her duly appointed successor, will be on site at any time while work on the contract is in progress, including work of the Subcontractors. No work will occur prior to this meeting; this meeting will mark the beginning of work. The Contractor shall notify the Town in writing if there is a change in job supervisors. The Contractor will provide a schedule for the work and a schedule of values for payment.

I. SELECTION CRITERIA

The bid will be evaluated as to R.I.G.L. 45-55-5.2(2) "Competitive Sealed Bidding" and the award shall be made on the basis of the lowest evaluated or responsive bid price from a qualified vendor.

The following factors will be considered in determining the lowest evaluated or responsive bid price:

1. Competence to perform the work as reflected by technical training and education; general experience in providing the required services; and the qualifications and competence of persons who would be assigned to perform the work.
2. Ability to perform the work as reflected by workload and the availability of adequate personnel, equipment, and facilities to perform the work expeditiously; and
3. Past performance as reflected by the evaluation of private persons and officials of other governmental entities that have retained the services of the Bidder with respect to such factors as control of costs, quality of work, and an ability to meet deadlines;
4. Demonstrated experience in the type of work required;
5. Record of the Bidder in accomplishing work on similar projects in the required time: (List references and listing of like projects completed or currently in progress on Experience Sheet.) Completion of Experience Sheet is required for bid consideration;
6. Quality of work previously performed by the Bidder for the Town of North Kingstown, if any;
7. Bid Price;
8. Meets or exceeds Insurance Requirements;
9. Review of Bidder's Qualification Statement;
10. Review of Subcontractors;

Attachment 1

TOWN OF NORTH KINGSTOWN, RHODE ISLAND
INFORMATION FOR BIDDERS

ARTICLE 1. RECEIPT AND OPENING OF BIDS

Sealed bids must be submitted in SEALED ENVELOPES, addressed to the Director of Public Works, c/o Kim Jones, Public Works Department, 2050 Davisville Road, North Kingstown, Rhode Island 02852, and clearly marked with the name of the item bid, and the date and time of opening. Bids will be received by the Program Administrator, Kim Jones up to the specified time as noted on the Invitation to Bid, and publicly opened and read aloud at the specified time.

Proposals submitted for a specified item must not be combined under the same cover with any other bid item.

It is the bidder's responsibility to see that his bid is delivered within the time and at the place prescribed. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to any officer or person for the premature opening of a proposal not properly addressed and identified.

Any bid received after the time and date specified shall not be considered, by messenger or by mail; even if it is determined by the Town that such non-arrival before the time set for opening was due solely to delay in the mails for which the bidder is not responsible. Conditional or qualified bids will not be accepted.

ARTICLE 2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, both in words and figures. Erasures or other changes must be explained or noted over the signature of the bidder.

Each bid must be submitted in sealed envelopes, clearly labeled, so as to guard against opening prior to the time set therefore.

The Town may consider any bid not prepared and submitted in accordance with the provisions hereof and reserves the right to reject any or all proposals in whole or in part, toward any item, group of items, or total bid; to waive any technical defect or formality in same, or to accept any proposal deemed to be in the best interest of the Town.

In the event more than one item is requested and/or listed on the Proposal Form, bidders may bid on any or all items. The Town reserves the right to make award on an item for item basis or aggregately, whichever may be in the best interest of the Town.

ARTICLE 3. TELEGRAPHIC MODIFICATION

Telephonic, telegraphic or oral bids, amendments or withdrawals will not be accepted.

ARTICLE 4. WITHDRAWAL OF BIDS

Bids may be withdrawn personally or by written request at any time prior to the time specified for the opening. Bids may be modified in the same manner. Negligence on the part of the bidder in preparing the bid confers no right of withdrawal or modifications of his bid after such bid has been opened.

ARTICLE 5. QUALIFICATIONS OF THE BIDDER

The Town reserves the right to request each bidder to present evidence that he is normally engaged in purveying the type of product or equipment bid on. No bid shall be considered from bidders who are unable to show that they are normally engaged in purveying the type of product or equipment specified in the bid proposal.

To receive full consideration, the bidder must submit literature and necessary details, when applicable, on the material or service he proposes to furnish in order that the Town may have full information available when analyzing the proposals.

ARTICLE 6. OBLIGATIONS OF THE BIDDER

At the time of opening of bids, each bidder will be presumed to have inspected the Specifications and Contract Documents (including all addenda) which has been sent to the address given by such bidder. The failure or omission of any bidder to receive or examine any form, instrument, or document or to inspect any item specified as a Trade-in shall in no way relieve any bidder from any obligation in respect to his bid.

Any exceptions or deviations from the provisions contained in this Specification must be explained in detail and attached to proposal. If such deviations do not depart from the intent of this notice and are in the best interest of the Town, the proposal will receive careful consideration.

ARTICLE 7. BID SECURITY

Each proposal must be accompanied by bid security in the form of a Certified Check or Bid Bond payable to the Town of North Kingstown, in the amount of **FIVE PERCENT (5%)** of the total amount bid. Bid security of unsuccessful bidders will be returned following award of bid and/or execution of a contract. Bid security of the successful bidder will be retained by the Town until bid requirements are met or forfeited to the Town upon bidder's failure to perform contract obligations.

Any successful bidder withdrawing his bid subsequent to bid opening shall forfeit his bid deposit.

ARTICLE 8. "OR EQUAL" BIDDING

The Town intends to permit liberal scope in bidding and specifically does not intend to limit bidding to anyone make or model. Whenever a material, article or piece of equipment is identified by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any proposed material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided it is in the opinion of the Town to be of equal substance and function.

ARTICLE 9. PRICES

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between unit prices and the extended totals, the unit prices shall govern. In the event that there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

In the event a column headed "Vendor's Offering" is provided in the bid proposal, enter your offering, compliance or non-compliance in each space. **DO NOT** enter dollar amounts.

The prices in this bid shall be irrevocable for ninety (90) days, or until the bid is awarded by the Town Council. After award by the Town Council, said prices shall then remain firm for the duration of the Contract.

ARTICLE 10. TAX EXEMPTIONS

The Town is exempt from payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Para. I, as amended. The Town is exempt from payment of Federal Excise Taxes. The prices bid must be exclusive of taxes and will be so construed. Exemption certificates will be completed as required by the successful bidder.

ARTICLE 11. DELIVERY

Delivery shall be F.O.B. North Kingstown, Rhode Island or as specified on the Bid Proposal Form.

ARTICLE 12. CONTRACT PERIOD AND TERM OF AGREEMENT

Contract period: Ninety (90) CALENDAR DAYS from date set in the Notice to Proceed. If financially advantageous to the Town of North Kingstown, these contracts may be renewed or extended, from time to time, when agreed to, in writing, by both parties.

ARTICLE 13. LABOR REGULATIONS

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these specifications:

a. **Contractors shall comply with the provisions of the General Laws of Rhode Island and attention is called to Title 37, Chapter 13, Section 1-16, relative to the payment of wages, obligations and charges by Contractors on public works projects.**
b. Non-resident Contractors are subject to Section 44-1-6 of the Rhode Island General Laws, as amended. (OUT OF STATE CONTRACTORS.)
c. **The successful bidder will be required to comply with the Davis-Bacon Act (40USC 2 to a-7) as supplemented by Department of Labor regulations (29CFR Part 5).**
d. The successful bidder will be required to comply with the Contract Works Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor Regulations (29CFR, Part 5).
e. The successful bidder will be required to comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended, and as supplemented in Department of Labor regulations (41 CFR Part 60).
f. The successful bidder will be required to comply with the Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
g. The successful bidder will be required to comply with the Safety and Health regulations (29 CFR, Part 1926 and all subsequent amendments) as promulgated by the Department of Labor.
h. The successful bidder will be required to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

ARTICLE 14. INSURANCE

The Contractor shall assume responsibility and liability for all injuries to persons or damages to property, directly or indirectly due to, or arising out of, his operations under the contract and shall be responsible for the proper care and protection of all work performed until completion and final acceptance by the Town.

The Contractor shall also indemnify and save harmless the Town of North Kingstown against any and all claims of whatever kind and nature due to, or arising out of, his breach or failure to perform any of the terms, conditions, or covenants of the contract resulting from acceptance of his bid.

The Contractor shall furnish the Finance Department with certificates of insurance from companies acceptable to the Town of North Kingstown. All insurance companies listed on certificates must be licensed to do business in the State of Rhode Island. The Contractor shall provide a certificate of insurance as specified on the bid proposal form attached. Contracts of insurance (covering all operations under this contract) shall be kept in force until the Contractor’s work is acceptable by the Town.

The limits of the insurance must be at least in the amounts specified below;*
(R) 1. Commercial General Liability-Occurrence Form $1,000,000/$1,000,000.
(R) 2. Automobile Liability - $1,000,000.
With both of the above naming the Town as additional insured.

3. Worker's Compensation

Waiver of subrogation applies to Worker's Compensation

*Sample Certificate of Insurance Attachment 8

The Contractor shall secure, pay for and maintain insurance as necessary to protect himself against loss of owned or rented capital equipment and tools, with provision for waiver of subrogation against the Owner.

The Contractor shall require similar insurance in the above amounts to be taken out and maintained by each sub-Contractor. The Contractor shall be fully responsible for the acts and omissions of his sub-Contractors and of persons employed either directly or indirectly by him. Nothing contained in the contract shall create any contractual relation between any sub-Contractor and the Town of North Kingstown.

ARTICLE 15. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

The successful bidder will be required to furnish the Town with a performance Bond and Labor and Material Payment Bond*, each in the amount of 100% of the contract price, as security for faithful performance of the Contract and executed by a surety company licensed to do business in the State of Rhode Island and approved by the Town. The failure of the successful bidder to supply the required Bonds within a time specified or within such extended period as the Town of North Kingstown may grant based upon reasons determined sufficient by the Town, shall constitute a default, and the Town may either award the contract to the next lowest bidder or re-advertise for bids.

*See attached samples to be used.

ARTICLE 16. LAWS, ORDINANCES AND CODES

All applicable Federal and State Laws, Ordinances and Codes of the Town of North Kingstown and regulations of all authorities having jurisdiction over this Project shall apply to this contract the same as though written herein in full.

The Town of North Kingstown will not award the Contract to any Contractor who is, at the time, ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable Ordinances of the Town of North Kingstown, or the laws of the State of Rhode Island.

ARTICLE 17. LIQUIDATED DAMAGES

Failure on the part of the Contractor to complete the project within the agreed time schedule will result in a liquidated damage cost of One Hundred Dollars ($100.00) per day, excluding Saturdays, Sundays, and holidays, to the Contractor, until completion (final acceptance), excluding warranty periods. The Town may apply liquidated damage costs to current payment requests not yet paid.

Attachment 2

LAWS PERTAINING TO PUBLIC WORKS PROJECTS
(General Laws of Rhode Island)
Chapter 37-12 and 37-13, as amended

37-13-1TITLE 37
Public Property and Works
CHAPTER 37-13
Labor and Payment of Debts by Contractors
SECTION 37-13-1

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

37-13-4TITLE 37
Public Property and Works
CHAPTER 37-13
Labor and Payment of Debts by Contractors
SECTION 37-13-4

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

37-13-6TITLE 37
Public Property and Works
CHAPTER 37-13

Labor and Payment of Debts by Contractors
SECTION 37-13-6

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

37-13-7TITLE 37
Public Property and Works
CHAPTER 37-13
Labor and Payment of Debts by Contractors
SECTION 37-13-7

§ 37-13-7 Specification in contract of amount and frequency of payment of wages. – (a) Every call for bids for every contract in excess of one thousand dollars ($1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full

amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

(1) The basic hourly rate of pay; and

(2) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of

subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.

37-13-8TITLE 37
Public Property and Works
CHAPTER 37-13
Labor and Payment of Debts by Contractors
SECTION 37-13-8

§ 37-13-8 Investigation and determination of prevailing wages – Filing of schedule. – The director of labor and training shall investigate and determine the prevailing wages and payments made to or on behalf of employees, as set forth in § 37-13-7, paid in the trade or occupation in the city, town, village, or other appropriate political subdivision of the state and keep a schedule on file in his or her office of the customary prevailing rate of wages and payments made to or on behalf of the employees which shall be open to public inspection. In making a determination, the director of labor may adopt and use such appropriate and applicable prevailing wage rate determinations as have been made by the secretary of labor of the United States of America in accordance with the Davis-Bacon Act, as amended, 40 U.S.C. § 276a; provided, however, that each contractor awarded a public works contract after July 1, 2007 shall contact the department of labor and training on or before July first of each year, for the duration of such contract to ascertain the prevailing wage rate of wages on a hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done each year and shall make any necessary adjustments to such prevailing

rate of wages and such payment or contributions paid or payable on behalf of each such employee every July first.

37-13-9TITLE 37
Public Property and Works
CHAPTER 37-13
Labor and Payment of Debts by Contractors
SECTION 37-13-9

§ 37-13-9 Statutory provisions included in contracts. – A copy of §§ 37-13-5, 37-13-6, and 37-13-7 shall be inserted in all contracts for public works awarded by the state, any city, town, committee, an authorized agency, or awarding authority thereof, or any person or persons in their behalf in which state or municipal funds are used if the contract price is in excess of one thousand dollars ($1,000).

§ 37-13-11 Posting of prevailing wage rates. – Each contractor awarded a contract for public works with a contract price in excess of one thousand dollars ($1,000), and each subcontractor who performs work on those public works, shall post in conspicuous places on the project, where covered workers are employed, posters which contain the current, prevailing rate of wages and the current, prevailing rate of payments to the funds required to be paid for each craft or type of worker employed to execute the contract as set forth in §§ 37-13-6 and 37-13-7, and the rights and remedies of any employee described in § 37-13-17 for nonpayment of any wages earned pursuant to this chapter. Posters shall be furnished to contractors and subcontractors by the director of labor and training, who shall determine the size and context thereof from time to time, at the time a contract is awarded. A contractor or subcontractor who fails to comply with the provisions of this section shall be deemed guilty of a misdemeanor and shall pay to the director of labor and training one hundred dollars ($100) for each calendar day of noncompliance as determined by him or her. Contracts set forth in this section shall not be awarded by the state, any city, town, or any agency thereof until the director of labor and training has prepared and delivered the posters to the division of purchases, if the state or any agency thereof is the proper authority, or to the city, town, or an agency thereof, if it is the proper authority, and the contractor to whom the contract is to be awarded.

§ 37-13-12 Wage records of contractors. – Each contractor awarded a contract with a contract price in excess of one thousand dollars ($1,000) for public works, and each subcontractor who performs work on those public works, shall keep an accurate record showing the name, occupation, and actual wages paid to

each worker employed by him or her and the payments to all the employee funds specified in §§ 37-13-6 and 37-13-7 by him or her in connection with the contract or work. The director and his or her authorized representatives shall have the right to enter any place of employment at all reasonable hours for the purpose of inspecting the wage records and seeing that all provisions of this chapter are complied with.

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

37-13-13TITLE 37
Public Property and Works
CHAPTER 37-13
Labor and Payment of Debts by Contractors
SECTION 37-13-13

§ 37-13-13 Furnishing payroll record to the awarding authority. – (a) Every contractor and subcontractor awarded a contract for public works as defined by this chapter shall furnish a certified copy of his or her payroll records of his or her employees employed on the project to the awarding authority on a monthly basis for all work completed in the preceding month on a uniform form prescribed by the director of labor and training. Notwithstanding the foregoing, certified payrolls for department of transportation public works may be submitted on the federal payroll form, provided that, when a complaint is being investigated, the director or his or her designee may require that a contractor resubmit the certified payroll on the uniform department form.

(b) Awarding authorities, contractors and subcontractors shall provide any and all payroll records to the director of labor and training within ten (10) days of their request by the director or his or her designee.

(c) In addition, every contractor and subcontractor shall maintain on the site where public works are being constructed and the general or primary contract is one million dollars ($1,000,000) or more, a daily log of employees employed each day on the public works project. The log shall include, at a minimum, for each employee his or her name, primary job title, and employer and shall be kept on a uniform form prescribed by the director of labor and training. Such log shall be available for inspection on the site at all times by the awarding authority and/or the director of the department of labor and training and his or her designee. This subsection shall not apply to road, highway, or bridge public works projects.

(d) The director of labor and training may promulgate reasonable rules and regulations to enforce the provisions of this section.

(e) The awarding authority of any public works project shall withhold the next scheduled payment to any contractor or subcontractor who fails to comply

with the provisions of subsections (a) or (b) above and shall also notify the director of labor and training. The awarding authority shall withhold any further payments until such time as the contractor or subcontractor has fully complied. If it is a subcontractor who has failed to comply, the amount withheld shall be proportionate to the amount attributed or due to the offending subcontractor as determined by the awarding authority. The department may also impose a penalty of up to five hundred dollars ($500) for each calendar day of noncompliance with this section, as determined by the director of labor and training. Mere errors and/or omissions in the daily logs maintained under subsection (c) shall not be grounds for imposing a penalty under this subsection.

37-13-15TITLE 37
Public Property and Works
CHAPTER 37-13
Labor and Payment of Debts by Contractors
SECTION 37-13-15

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

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

(1) Any person who is required to pay wages to his or her employees or make payments to a fund on behalf of his or her employees, as provided in this chapter;

(2) Any person who is required to be paid wages for his or her labor or on whose behalf payments are required to be paid to funds, as provided by this chapter;

(3) The lawful collective bargaining representative of a person defined in subdivision (2) above;
(4) A trade association of which a person defined in subdivision (1) above is a member;
(5) A proper authority as defined in this chapter;
(6) A contractor who submitted a bid for work to be or which has been awarded under the provisions of this chapter or a trade association of which he or she is a member; and
(7) A labor organization which has one or more written collective bargaining agreements with one or more employers or a trade association which sets forth the hours, wages, and working conditions of a craft, mechanic, teamster, or type of worker needed to execute the work, as provided in this chapter to the extent that it would be affected by the action or the failure to act of the director of labor and training or the hearing officer.
(c) Any aggrieved person as defined herein may obtain a review of a decision of the appeals board by filing a petition in the superior court in Providence county pursuant to the provisions of the administrative procedures act, praying for review and relief. The petition shall follow the course of and be subject to the procedures for causes filed in the court.
(d) The director is hereby empowered to enforce his or her decision and/or the decision of the appeals board in the superior court for the county of Providence.

37-13-16TITLE 37
Public Property and Works
CHAPTER 37-13
Labor and Payment of Debts by Contractors
SECTION 37-13-16

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

ATTACHMENT 3

GENERAL CONDITIONS

GENERAL CONDITIONS

INDEX TO GENERAL CONDITIONS

PART I

1. ---------- CONTRACT AND CONTRACT DOCUMENTS
2. ---------- DEFINITIONS
3. ---------- QUANTITIES OF ESTIMATE
4. ---------- CONFLICTING CONDITIONS
5. ---------- PROVISIONS OF LAW DEEMED INSERTED
6. ---------- NOTICE AND SERVICE THEREOF
7. ---------- GRATUITIES
8. ---------- COVENANT AGAINST CONTINGENT FEES
9. ---------- REMEDIES

PART II

10. ---------- REPRESENTATIONS OF THE CONTRACTOR
11. ---------- CONTRACTOR'S OBLIGATIONS
12. ---------- TIME FOR COMPLETION AND LIGUIDATED DAMAGES
13. ---------- TERMINATION FOR DEFAULT, DAMAGES FOR DELAY, TIME EXTENSIONS
14. ---------- CONTRACT SECURITY
15. ---------- ADDITIONAL OR SUBSTITUTE BOND
16. ---------- INDEMNITY
17. ---------- SUPERINTENDENCE BY THE CONTRACTOR
18. ---------- CONTRACTOR TO LAY OUT HIS OWN WORK
19. ---------- COMPETENT HELP TO BE EMPLOYED
20. ---------- PERMITS AND REGULATIONS
21. ---------- CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES
22. ---------- SEQUENCE OF THE WORK
23. ---------- AUDIT; ACCESS TO RECORDS
24. ---------- REPORTS, RECORDS AND DATA
25. ---------- DIFFERING SITE CONDITIONS
26. ---------- PAYMENTS BY THE CONTRACTOR
27. ---------- GENERAL GUARANTEE
28. ---------- COMPLETENESS OF THE WORK
29. ---------- CARE OF THE WORK
30. ---------- PROTECTION OF CONSTRUCTION FEATURES
31. ---------- SAFETY AND HEALTH REGULATIONS
32. ---------- PROTECTION OF WORK AND PROPERTY-EMERGENCY
33. ---------- FIRE PREVENTION AND PROTECTION
34. ---------- PROTECTION OF LIVES AND HEALTH
35. ---------- PROTECTION AGAINST HIGH WATER AND STORM
36. ---------- FIRST AID TO INJURED
37. ---------- HURRICANE PROTECTION
38. ---------- USE OF PREMISES AND REMOVAL OF DEBRIS
39. ---------- CORRECTION OF WORK
40. ---------- FAILURE TO REPAIR
41. ---------- WEATHER CONDITIONS
42. ---------- WORK IN COLD WEATHER

43. ---------- BUS LINE INTERFERENCE
44. ---------- NIGHTWORK
45. ---------- LIGHTS, BARRIERS, WATCHMEN, AND INDEMNITY
46. ---------- LOADING
47. ---------- DISPOSAL OF MATERIALS
48. ---------- FINISHING AND CLEANING UP
49. ---------- SPIRITUOUS LIQUORS
50. ---------- DUST CONTROL

PART III

51. ---------- THE OWNER'S AUTHORITY
52. ---------- ALL WORK SUBJECT TO CONTROL BY THE OWNER
53. ---------- THE OWNER'S CONTROL NOT LIMITED
54. ---------- RIGHT OF THE OWNER TO TERMINATE THE CONTRACT
55. ---------- TERMINATION FOR CONVENIENCE
56. ---------- RIGHTS OF ACCESS
57. ---------- RIGHTS-OF-WAY AND SUSPENSION OF WORK
58. ---------- CONFORMANCE WITH DIRECTIONS
59. ---------- INTERPRETATION OF THE DRAWINGS AND SPECIFICATIONS
60. ---------- SUSPENSION OF WORK
61. ---------- INSPECTION

PART IV

62. ---------- SUBCONTRACTORS
63. ---------- MUTUAL RESPONSIBILITY OF CONTRACTORS
64. ---------- ASSIGNMENTS
65. ---------- SEPARATE CONTRACTS
66. ---------- WORK BY OTHERS

PART V

67. ---------- WAGE UNDERPAYMENTS AND ADJUSTMENTS
68. ---------- PAYMENT OF EMPLOYEES
69. ---------- NON-DISCRIMINATION IN EMPLOYMENT
70. ---------- APPRENTICES

PART VI

71. ---------- SHOP OR SETTING DRAWINGS
72. ---------- WORK TO BE ACCOMPLISHED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS
73. ---------- CONTRACTOR TO CHECK DIMENSIONS AND SCHEDULES
74. ---------- PLANIMETER
75. ---------- ADDITIONAL INSTURCTIONS AND DETAIL DRAWINGS
76. ---------- MATERIALS, SERVICES AND FACILITIES
77. ---------- CONTRACTOR'S TITLE TO MATERIALS
78. ---------- INSPECTION AND TESTING OF MATERIALS
79. ---------- DEFECTIVE MATERIALS
80. ---------- PATENTS
81. ---------- "OR APPROVED EQUAL CLAUSE"

PART VII

82. ---------- INSURANCES

PART VIII

83. ---------- COMPENSATION TO BE PAID TO THE CONTRACTOR
84. ---------- PAYMENTS TO CONTRACTOR
85. ---------- CHANGE ORDERS
86. ---------- CHANGES IN THE WORK
87. ---------- CLAIMS FOR EXTRA COST
88. ---------- CHANGES AND MODIFICATIONS
89. ---------- ACCEPTANCE OF THE FINAL PAYMENT CONSTITUTES RELEASE

PART I

ARTICLE 1: CONTRACT AND CONTRACT DOCUMENTS

The drawings, specifications, and addenda enumerated in Article 1 of the Special Conditions, the Advertisement for Bids, the Information for Bidders, and the Bid Proposal as accepted by the OWNER, shall be binding upon the parties to this Agreement as if fully set forth therein. Whenever the terms Contract Documents is used, it shall mean and include this Contract, Special Conditions, General Conditions, the Information for Bidders, the Bid Proposal, Addenda, the Technical Specifications and the Drawings. The OWNER shall interpret his own requirements. In case of conflict or inconsistency between the provisions of the signed portions of the Contract Documents and those of the specifications, the provisions of the signed portions shall govern.

ARTICLE 2: DEFINTIONS

The following terms as used in this Contract are defined as follows:

a. CHANGE ORDER - A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

b. CONTRACT DOCUMENTS - The contract, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, General Conditions, Special Conditions, Technical Specifications, Notice of Award, Notice To Proceed, Change Order, Drawings, and Addenda.

c. CONTRACTOR - A person, firm or corporation with whom the Contract is made by the OWNER.

d. DRAWINGS - The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.

e. ENGINEER - Shall mean for the purpose of this Contract, the firm of Public Works Director who shall act as the authorized representative of the Owner whenever reference is made for such authorization.

f. FIELD ORDER - A written order effecting a change in the work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

g. NOTICE OF AWARD - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

h. NOTICE TO PROCEED - Written communication issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.

i. OWNER: - shall mean, for the purpose of this Contract, the party as defined in the Agreement section of the Contract Documents.

j. RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the Owner who is assigned to the Project Site or any part thereof.

k. SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a SubContractor, Manufacturer, Supplier or Distributor, which illustrate how specific portions of the work shall be fabricated or installed.

l. SPECIFICATIONS (TECHNICAL SPECIFICATIONS) - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

m. SUBCONTRACTOR - A person, firm, or corporation supplying labor and materials, or only labor, for work at the site of the project; for, and under a separate Contract or Agreement with the CONTRACTOR.

n. SUBSTANTIAL COMPLETION - That data as certified by the Engineer when the construction of the Project or the specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purpose for which it is intended.

o. WORK ON THE PROJECT: - Work to be performed at the location of the project, including the transportation of materials and supplies to or from the site by employees of the CONTRACTOR or any SUBCONTRACTOR.

ARTICLE 3: QUANTITIES OF ESTIMATE

Whenever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the Bid Proposal; they are given for use in comparing bids and the right is especially reserved by the OWNER to increase or diminish them as may be deemed necessary or desirable by the OWNER. Such increases or decreases shall in no way affect this Contract, nor shall any such increases or decreases give cause for claims or liabilities for damages.

ARTICLE 4: CONFLICTING CONDITIONS

Any provisions of these General Conditions which may be in conflict or inconsistent with any of the articles in the Special Conditions shall be void to the extent of such conflict or inconsistency.

ARTICLE 5: PROVISIONS OF LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 6: NOTICE AND SERVICE THEREOF

The service of any notice, letter, or other communication shall be deemed to have been made by one of the contracting parties on the other party to the Contract when such letter, notice or other communication has been

delivered to the legal office address of the addressee, by a duly authorized representative of the addressor in person, or when such notice, letter, or other communication has been deposited in any regularly maintained mailbox of the United States Post Office, in a properly addressed, postpaid wrapper. The date of such service shall be considered to be the date of such personal delivery or mailing.

The address of the Contractor noted in his bid and/or the address of his field office on or near the site of work shall be considered his legal address for the purposes as set forth above.

ARTICLE 7: GRATUITIES

a. If it is found, after notice and hearing, by the Owner that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any official, employee or agent of the Owner, or of the State, with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of this Contract, the Owner may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract or may pursue each other rights and remedies provided by law or under this Contract: Provided, that the existence of the facts upon which the Owner makes such findings shall be in issue any may be reviewed in proceedings pursuant to the "Remedies" clause of this Contract.

b. In the event this Contract is terminated as provided in Paragraph (a) hereof, the Owner shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor, and (a) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Owner) which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

ARTICLE 8: COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 9: REMEDIES

Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located.

PART II

The rights and obligations of the CONTRACTOR under this Contract shall include, but not be limited to the following:

ARTICLE 10: REPRESENTAIONS OF THE CONTRACTOR

The Contractor represents and warrants:

a. That he is financially solvent and that he is experienced and competent to perform the type of work required under this Contract and that he is able to furnish the plant materials, supplies, or equipment that may be necessary to perform the work as specified.

b. That he is familiar with all Federal, State and municipal laws, ordinances, orders, and regulations which may in any way affect the project work, or the employment of persons thereon, including but not limited to any special acts relating to the work or to the project of which is a part.

c. That such temporary and permanent work required by the Contract Documents to be done by him will be satisfactorily constructed and can be used for the purpose for which it was intended and that such construction will not injure any person or damage property.

d. That he has carefully examined the drawings, specifications, and addenda, if any, and the site of the work and that from his own investigations, he has satisfied himself as to the nature and location of the work, the character of equipment and other facilities needed for the performance of the work, the general and local conditions, and all other items that may effect the work.

e. That he is aware of the hazards involved in the work and the danger to life and property both evident and inherent and that he will conduct the work in a careful and safe manner without injury to persons or property.

ARTICLE 11: CONTRACTOR'S OBLIGATIONS

The Contractor shall perform all work in a good Workmanlike manner, and in accordance with the plans and specifications and any supplements thereto, and according to any directions or orders given by the Owner. He shall furnish all supplies, materials, facilities, equipment, and means necessary or proper to perform and complete the work required by this Contract. He shall furnish, erect, maintain, and remove any construction plant or temporary work as may be required. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications and shall do, carry on, and complete the entire work to the satisfaction of the Owner.

The Contractor shall be solely responsible for all the work and shall provide all precautionary measures necessary for preventing injury to persons or damage to property. All injury or damage of whatever nature resulting from the work or resulting to persons, property, or the work during its progress,

from whatever cause, shall be the responsibility of the Contractor.

The Contractor shall hold the Owner and Engineer, or their duly authorized agents, harmless and defend and indemnify them against damages or claims for damages due to injuries to persons or property arising out of the execution of the project work, and for damages to materials furnished for the work, for infringement of inventions, patents, and patent rights used in doing the work, and for any act, omission, or instance of neglect by the Contractor, his agents, employees, or subContractors.

The Contractor shall bear all losses resulting to him, including but not limited to losses sustained on account of the character, quality, or quantity of any part of the work, or all parts of the work, or because the nature of the conditions in or on the project site are different from what was estimated or indicated, or on account of the weather, elements, or other causes.

ARTICLE 12: TIME FOR COMPLETION AND LIQUIDATED DAMAGES

a. It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of beginning and the time of completion of the work as specified in this Contract are ESSENTIAL CONDITIONS of this Contract, and it is further mutually understood and agreed that the work embraced in this Contract shall be Commenced on a date to be specified in the Notice to Proceed.

b. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified, and further that time of completion as agreed upon is reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

c. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a partial consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty, but as liquidated damages for such breach of Contract as hereinafter set forth for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

d. The said amount is fixed and agreed upon by and between the Owner and the Contractor, and said amount is agreed to be the amount of damages the Owner would sustain in such an event as the above-mentioned, and said amount shall be retained from time to time by the Owner from current periodical payments.

e. It is further agreed that time is of the essence in each and every portion of the Contract and specifications; where in a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the Contractor shall not be charged when the delay in completion of the work is due to:

1. Any preference, priority, or allocation order duly issued by the government, subsequent to the date of the Contract.

2. Unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to acts of God, or of the public enemy, act of the Owner, acts of another contractor, floods, epidemics, strikes, and unusually severe weather.

3.Any delays of subContractors or suppliers approved by the Owner. Provided further that the Contractor shall within ten days (10) from the beginning of the delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner in writing of the causes of the delay. The Owner shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

ARTICLE 13: TERMINATION FOR DEFAULT; DAMAGES FOR DELAY; TIME EXTENSIONS

a. If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said work within such time, the Owner may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been a delay. In such event, the Owner may take over the work and prosecute the same to completion, by Contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the Owner resulting from his refusal or failure to complete the work within the specified time.

b. If fixed and agreed liquidated damages are provided in the Contract and if the Owner so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Owner in completing the work.

c. If fixed and agreed liquidated damages are provided in the Contract and if the Owner does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

d. The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:
1.The delay in the completion of the work arises from causes other than normal weather beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the Owner in either its sovereign or contractual capacity, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subContractors or suppliers arising from causes other than normal weather beyond the control and without the fault of negligence of both the Contractor and such subContractors or suppliers; **and**

1. The Contractor, within 10 days from the beginning of any such delay (unless the Owner grants a further period of time before the date of final payment under the Contract), notifies the Owner in writing of the causes of delay.

The Owner shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such and extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the Remedies clause of this Contract.

e. If, after notice of termination of the Contractor's right to proceed Under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the Contract contains a clause providing for termination for convenience of the Owner, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this Contract does not contain a clause providing for termination for convenience of the Owner, the Contract shall be equitably adjusted accordingly; failure to agree to any such adjustment shall be subject to the Remedies clause of this Contract.

f. The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

g. As used in paragraph (d) (1) of this clause, the term, "SubContractors or suppliers", means Contractors or suppliers at any tier.

ARTICLE 14: CONTRACT SECURITY

The Contractor shall furnish Payment and Performance Bonds in an amount equal to at least one hundred percent (100%) of the Contract price as security for the faithful performance of the Contract, and for the payment of all persons performing labor on the project under this Contract and furnishing materials, equipment and all other incidentals in connection with this Contract. The Surety on such bonds shall be a duly authorized surety company, licensed to do business in the State of Rhode Island and satisfactory to the Owner. The cost of the same shall be paid by the Contractor. Prior to the starting of any work, the bonds must be approved by the Owner.

ARTICLE 15: ADDITIONAL OR SUBSTITUTE BOND

If at any time the Owner, for justifiable cause, shall become dissatisfied with any Surety or Sureties holding payment bonds, the Contractor shall, within five (5) days after notice from the Owner to do so, substitute an acceptable bond or bonds in such form and Signed by such other Surety as may be satisfactory to the Owner. The Premiums of such bonds shall be paid by the Contractor. No further payments will be deemed due, nor will be made until the new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

ARTICLE 16: INDEMNITY

The Contractor shall at all times indemnify and save harmless the Owner and the Engineer, their servants and agents, from any and all claims and from any suits, litigations, damages, losses or the like arising out of injuries sustained or alleged to have been sustained by any persons or property in connection with the contract work, caused in whole or in part by acts or omissions of the Contractor, his subcontractors, materialmen, or anyone directly or indirectly connected with the contract work.

ARTICLE 17: SUPERINTENDENCE BY THE CONTRACTOR

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Owner in every possible way.

At the site of the work, the Contractor shall, at all times, employ a construction superintendent who shall have full authority to act for the Contractor. It is understood that the employment of such representative shall be acceptable to the Owner and shall be such a person as can be continued in the capacity for the duration of the Contract, unless he ceases to be on the Contractor's payroll.

ARTICLE 18: CONTRACTOR TO LAY OUT HIS OWN WORK

The Owner will establish such general reference points as in his judgment will enable the Contractor to proceed with the work. The Contractor, at his own expense, shall provide all materials and equipment and such qualified helpers as the Owner may require for setting the general reference points and shall protect and preserve all stakes, benches, and other markers used to identify the reference points. The Contractor shall lay out all the Contract work from the above and shall be responsible for the accuracy of all lines, grades and measurements.

ARTICLE 19: COMPETENT HELP TO BE EMPLOYED

The Contractor shall employ experienced foremen, craftsmen and other workmen competent in the work in which they are to be engaged.

ARTICLE 20: PERMITS AND REGULATIONS

The Contractor shall procure all permits, licenses, and approvals necessary for the execution of the Contract work. The Town shall waive all application fees for Town permits. **STATE FEES ARE NOT WAIVED.**

The Contractor shall comply with all laws, regulations, ordinances, orders and rules relating to the performance of the work, the protection of the adjacent property, and the maintenance of passageways, guard fences, and other protective facilities.

ARTICLE 21: CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Within five (5) days after the date of "Notice to Proceed", the Contractor shall deliver to the Owner an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner: 1. a detailed estimate, giving a complete breakdown of the contract price; and 2. periodic itemized estimates of the work done for the purpose of making partial payments thereon.

The Contractor shall perform the work of this Contract to conform with the schedule as approved by the Owner, except that the Owner reserves the right to amend and alter the construction schedule at any time, if a manner which is deemed to be in the best interest of the Owner to do so. The Contractor shall arrange his work to conform with this schedule as it may be revised from time to time by the Owner, at no additional expense to the Owner. The Contractor shall notify the Owner immediately of any circumstances which may affect the performance of the work in accordance with current construction schedule.

ARTICLE 22: SEQUENCE OF THE WORK

The Contractor shall be required to prosecute his work in accordance with a schedule prepared by him in advance in accordance with additional requirements specified herein and approved by the Owner. This scheduling shall state the methods and shall forecast the times of doing each portion of the work. Before beginning any portion of the work, the Contractor shall give the Owner advance notice and ample time for making necessary preparations.

ARTICLE 23: AUDIT; ACCESS TO RECORDS

The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Contract in accordance with generally accepted accounting principles and practices. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of the cost submission or for any negotiated contract or change order and a copy of the cost summary submitted to the Owner. The Contractor will provide proper facilities for such access and inspection.

Audits conducted pursuant to this Provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

The Contractor agrees to the disclosure of all information and reports resulting from the access to records pursuant to paragraphs above, to any of the agencies referred to above, provided that the Contractor is afforded the opportunity for an audit exit conference, and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report that the final audit report will include written comments of reasonable length, if any, of the Contractor.

Records under paragraphs above, shall be maintained and made available during performance on work under this Contract and until three years from the date of final payment for the project. In addition, those records which relate to any "Dispute", appeal agreement, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

ARTICLE 24: REPORTS, RECORDS AND DATA

The Contractor and each of his subcontractors, shall submit to the Owner such schedules of quantities, and costs, progress schedules, pay-

rolls, reports, estimates, records and other data as the Owner may request concerning the work performed or to be performed under this Contract.

ARTICLE 25: DIFFERING SITE CONDITIONS

a. The Contractor shall promptly and before such conditions are disturbed, notify the Owner in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or (2) unknown physical conditions at the site, of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Contract. The Owner shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.

b. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above; provided, however, the time prescribed therefore may be extended by the Owner.

c. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

ARTICLE 26: PAYMENTS BY THE CONTRACTOR

The Contractor shall pay:

a. for all transportation and utility services not later than the 20th day of each calendar month following that in which services were rendered.

b. for all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such items were delivered to the site of work, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such material, tools, or equipment are incorporated or used.

c. To each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of such subcontractor's interest therein.

ARTICLE 27: GENERAL GUARANTEE

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty workmanship or materials. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a

period of one year (1) from the date of final acceptance of the work, unless a longer period is specified by the Owner. The Owner will give final notice of observed defects with reasonable promptness.

ARTICLE 28: COMPLETENESS OF THE WORK

In addition to the specified or described portions of the work, all other work and all other materials, equipment and labor of whatever description, necessary or required to complete the work, or for carrying out the full intent of the drawings and specifications, such work, labor, materials, and equipment shall be provided by the Contractor, and payment therefore shall be considered as having been included in the prices stipulated for the appropriate item of work listed in the bid.

ARTICLE 29: CARE OF THE WORK

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the Owner, whether or not the same has been covered by partial payments made by the Owner.

ARTICLE 30: PROTECTION OF CONSTRUCTION FEATURES

The Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property and such incidentals, and to avoid damage thereto. The Contractor shall completely repair any damage at no additional expense to the Owner.

ARTICLE 31: SAFETY AND HEALTH REGULATIONS

These Contract Documents, and the joint and several phases of construction hereby contemplated, are to be governed, at all times, by the applicable provisions of the Federal law(s) including but not limited to the following:

1. Williams-Steiger Occupational Safety and Health Act, 1970, Public Law 92-596;

2. Part 1910 of the Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;

3. This project is subject to all of the Safety and Health Regulations (CFR 29, Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974. Contractors are urged to become familiar with the requirements of These regulations.

In the event of any inconsistencies between the above laws and regulations and the provisions of these Contract Documents, the laws and regulations shall prevail.

ARTICLE 32: PROTECTION OF WORK AND PROPERTY - EMERGENCY

a. The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. He shall at all times safely guard and protect his own work, materials incorporated into the work or stockpiled at the site, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss or injury.

b. In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner, in a diligent manner. He shall notify the Owner immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Owner for approval.

c. Where the Contractor has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or to any adjoining property, he shall act as instructed or authorized by the Owner.

d. The amount of reimbursement claimed by the Contractor on account of any Emergency action shall be determined in the manner provided elsewhere in the Contract Documents.

ARTICLE 33: FIRE PREVENTION AND PROTECTION

All State and municipal rules and regulations with respect to fire prevention, fire-resistant construction, and fire protection shall be strictly adhered to and all work and facilities necessary therefor shall be provided and maintained by the Contractor in an approved manner.

All fire protection equipment such as water tanks, hoses, pumps, extinguishers, and other materials, and apparatus, shall be provided for the protection of the contract work, temporary work, and adjacent property. Trained personnel experienced in the operation of all fire protection equipment and apparatus shall be available on the site whenever work is in progress, and at such other times as may be necessary for the safety of the public and the work.

ARTICLE 34: PROTECTION OF LIVES AND HEALTH

a. In order to protect the lives and health of his employees under this Contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction", issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational diseases, and injuries requiring medical attention or causing loss of time from work arising out of, and in the course of employment on the Contract work.

b. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

ARTICLE 35: PROTECTION AGAINST HIGH WATER AND STORM

The Contractor shall take all precautions to prevent damage to work or equipment by high water or by storms. The Owner may prohibit the carrying out of water at any time when in his judgment high waters or storm conditions are unfavorable or unsuitable, or at any time regardless of the weather when proper precautions are not being taken to safeguard previously constructed work or work in progress.
In case of damage caused by the failure of the Contractor to take adequate precautions, the Contractor shall repair or replace equipment damaged and shall make such repairs or rebuild such parts of the damaged work as the Owner may require, at no additional cost to the Owner.

ARTICLE 36: FIRST AID TO INJURED

The Contractor shall keep in his office, ready for immediate use, all articles necessary for giving first aid to injured employees. He shall also provide arrangements for the immediate removal and hospital treatment of any employees injured on the work who require the same.

ARTICLE 37: HURRICANE PROTECTION

Should hurricane warnings be issued, the Contractor shall take every precaution to minimize danger to person, to the work and to adjacent property. These precautions shall include closing all openings, removing all loose materials, tools and equipment from exposed locations, and removing all scaffolding and other temporary work.

ARTICLE 38: USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor undertakes, at his own expense:

a. To take every precaution against injuries to persons or damage to property.

b. To store his apparatus, materials, equipment, and supplies in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or any others.

c. To place upon the work or any part thereof, only such loads as are consistent with the safety of that portion of the work.

d. To clean frequently all refuse, scrap, and debris caused by his operations, so that the work site is maintained in a neat, workmanlike appearance.

e. To effect all cutting, fitting, or patching of his work required to make the same conform to the drawings and specifications, and except with the consent of the Owner, not to cut or otherwise alter the work of any other Contractor.

f. Before final payment, to remove all surplus materials falsework, temporary structures, including foundations thereof, plants of any description, and debris of any nature resulting from his operations, so that the site is left in a neat, orderly, and workmanlike condition.

ARTICLE 39: CORRECTION OF WORK

All work, materials, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Owner, who shall be the final judge of the quality and suitability of the work performed under this Contract. Should any of the work performed fail to meet with his approval, it shall be forthwith reconstructed, made good, replaced, and/or corrected as the case may be, by the Contractor, at his own expense. Rejected material shall be immediately removed from the site. If, in the opinion of the Owner, it is undesirable to replace, reconstruct, or correct any of the work not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor shall be reduced by such amounts as in the judgment of the Owner shall be equitable.

ARTICLE 40: FAILURE TO REPAIR

Any emergency rising from the interruption of electric, gas, water, or sewer service due to the activities of the Contractor, shall be repaired by the Contractor as quickly as is possible. If and when, in the opinion of the Owner, the Contractor is not initiating repair work as expeditiously as possible upon notification to do so, the Owner may, at his own option, make the necessary repairs using his own forces or those of others. The cost of such repairs shall be subtracted from the payments due to the Contractor.

ARTICLE 41: WEATHER CONDITIONS

In the event of temporary suspension of the work, or during inclement weather, or whenever the Owner shall direct, the Contractor shall, and shall cause his subContractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Owner, any work or materials are damaged or injured by reason of failure to protect them on the part of the Contractor, or any of his subContractors, or otherwise damaged or injured by the Contractor's negligence, or are found to be defective, such materials or work shall be removed and replaced at the expense of the Contractor.

ARTICLE 42: WORK IN COLD WEATHER

The Owner may determine when conditions are unfavorable for work and may order the work, or any portion thereof, suspended whenever, in his opinion, the conditions are not such as will insure first class work.

ARTICLE 43: BUS LINE INTERFERENCE

Whenever it may be necessary to interfere with any bus lines, notice shall be given to the corporation owning the same, and reasonable time will be given to said corporation to arrange the schedule for operation of the bus line, as it may be necessary.

ARTICLE 44: NIGHTWORK

Nightwork, or work on Saturdays, Sundays, or legal holidays requiring the presence of an engineer or inspector, will not be permitted except in case of emergency, and only upon the approval of the Owner.

Should it be necessary for the Owner to operate an organization for continuous nightwork or for emergency nightwork, the lighting, safety and other facilities which are deemed necessary shall be provided by the Contractor. Compensation for this work shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid, and no extra compensation will be paid by the Owner.

ARTICLE 45: LIGHTS, BARRIERS, WATCHMEN, AND INDEMNITY

The Contractor shall erect and maintain such barriers, lighting, warning lights, danger warning signals, and signs that will prevent accidents during the construction work and protect the work and insure the safety of personnel and the public at all times and places; the Contractor shall indemnify and protect the Owner and Engineer in every respect from injury or damage whatsoever caused by any act of neglect by the Contractor or his subContractors, or their servants or agents. In addition to the above, when and as necessary, or when required by the Owner, the Contractor shall post signs and employ watchmen or flagmen, for the direction of traffic at the site and for excluding at all times unauthorized persons from the work site, for which the Contractor shall be paid no additional compensation. The Contractor shall be responsible for excluding at all times from the land within the easement areas, all persons not directly connected with the work.

All work occurring on State of Rhode Island highways shall be clearly identified, protected and the public's safety ensured by erection of signs, barriers and all other provisions as outlined in the Manual on Uniform Traffic Control Devices for Streets and Highways; issued by U. S. Department of Transportation, Federal Highway Administration, 1978; Part VI, Traffic Controls for Streets and Highway Construction and Maintenance Operations.

ARTICLE 46: LOADING

No part of the structures involved in this Contract shall be loaded during construction with a load greater than it is calculated to carry with safety. Should any accidents or damage occur through any violation of this requirement, the Contractor will be held responsible under his Contract and bond.

ARTICLE 47: DISPOSAL OF MATERIALS

The materials used in the construction of the work, shall be deposited in such manner so they will not endanger persons or the work, and so that free access may be had at any time to all hydrants and gates in the vicinity of the work. The materials shall be kept trimmed up so that as little inconvenience as possible to the public or adjoining tenants is caused.

ARTICLE 48: FINISHING AND CLEANING UP

In completing his operations, the Contractor shall immediately remove all surplus material, tools, and other property belonging to him, leaving the entire street or surroundings free and clean and in good order, at no additional expense to the Owner. The Contractor shall exercise special care in keeping the rights-of-way and private lands upon which work

is performed free and clean of all debris, and shall remove all tools and other property when they are not in use.
In case the Contractor fails or neglects to promptly remove all surplus materials, tools, and incidentals after backfilling, leaving the street or surrounding area clean and free of debris, and do the required repaving when ordered, the Owner may, after 24 hours notice, cause the work to be done and the cost thereof deducted from any payment due to the Contractor.

ARTICLE 49: SPIRITUOUS LIQUORS

The Contractor shall neither permit nor suffer the introduction of spirituous liquors upon the work embraced in this Contract, nor the use of the same.

ARTICLE 50: DUST CONTROL

The Contractor shall exercise every precaution and means to prevent and control dust arising out of all construction operations from becoming a nuisance to abutting property owners or surrounding neighborhoods. Pavements adjoining the pipe trench shall be kept broomed off and washed clean of excess materials wherever and whenever directed. Repeated daily dust control treatment shall be provided to satisfactorily prevent the spread of dust until permanent pavement repairs are made and until earth stockpiles have been removed, and all construction operations that might cause dust have been completed. No extra payment will be made for these dust control measures, compensation shall be considered to be included in the prices stipulated for the appropriate items as listed in the bid.

If so directed by the Owner, the Contractor shall furnish and apply calcium chloride for supplemental control of dust.

Calcium chloride shall conform to the requirements of AASHO M 144 (ASTM D-98) except that the pellet form and the flake form shall be equally acceptable.

Calcium chloride shall be applied only at the locations, at such times and in the amount as may be directed by the Owner. It shall be spread in such manner and by such devices that uniform distribution is attained over the entire area on which it is ordered placed.

There will be no separate payment for this work. The cost of the work shall be included in the price bid for the various other items of work.

PART III

The rights and obligations of the OWNER under this Contract shall include, but not be limited to the following:

ARTICLE 51: THE OWNER'S AUTHORITY

The Owner shall give all orders and directions contemplated under this Contract and specifications relative to the execution of the work.
The Owner shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof.

The Owner's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract or specifications, the determination or decision of the Owner shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected by such questions. The Owner shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found to be obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor and other Contractors performing work for the Owner, shall be adjusted and determined by the Owner.

ARTICLE 52: ALL WORK SUBJECT TO CONTROL BY THE OWNER

a. In the performance of the work, the Contractor shall abide by all orders, directions, and requirements of the Owner, and shall perform all work to the satisfaction of the Owner, and at such times and places, but such methods, and in such manner and sequence as he may require. The Owner shall determine the amounts, quality, acceptability, and fitness of all parts of the work. The Owner shall interpret the drawings, specifications, contract documents, all other documents, and the extra work orders. The Owner shall also decide all other questions in connection with the work. The Contractor shall employ no plant, equipment, materials, methods or men to which the Owner objects and shall remove no plant, materials, or equipment or other facilities from the work site without the Owner's permission. Upon request, the Owner will confirm in writing any oral order, direction, requirement, or determination.

b. Inspectors shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all parts of the work and to the preparation or manufacture of the materials to be used. The presence or absence of an inspector shall not relieve the Contractor from any requirements of the Contract. In case of any dispute arising between the Contractor and the inspector as to materials furnished or the manner in which the work is being executed, the inspector shall have the authority to reject material or suspend work until the question has been decided by the Owner. The inspector shall not be authorized to revoke, alter, enlarge, relax, or release any requirement of these specifications, nor to approve or accept any portion of the work, nor to issue instructions contrary to the drawings and specifications. The inspector shall in no case act as foreman or perform other duties for the Contractor, or interfere with the management of the work by the latter. Any advice which the inspector may give the Contractor shall in no way be construed as binding the Owner, or the Engineers in any way, nor releasing the Contractor from the fulfillment of the terms of the Contract.

ARTICLE 53: THE OWNER'S CONTROL NOT LIMITED

The enumeration in this Contract of particular instances in which the opinion, judgment, discretion, or determination of the Owner shall control or in which work shall be performed to his satisfaction or subject to his approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed and performed, but without exception all the work shall be so governed and performed.

ARTICLE 54: RIGHT OF THE OWNER TO TERMINATE THE CONTRACT

In the event that any of the provisions of this Contract are violated by the Contractor, or any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract, such notice to contain the reasons for such intention to Terminate the Contract. If, within ten days (10) such violation or delay shall not cease and satisfactory arrangement or correction made, the Contract shall, at the expiration of the ten days, cease and immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the power to take over and perform the Contract, provided, however, that if the Surety does not commence performing thereof within ten days 10) from the date of mailing to such Surety a Notice of Termination, the Owner may take over the work and prosecute the same to completion by Contract or force account at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby.

ARTICLE 55: TERMINATION FOR CONVENIENCE

a. The performance of work under this Contract may be terminated by the Owner in accordance with this clause in whole, or from time to time in part, whenever the Owner shall determine that such terminate shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

b. After receipt of a Notice of Termination, and except as otherwise directed by the Owner, the Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract as is not terminated;

3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

4. Assign to the Owner, in the manner, at the times, and to the extent directed by the Owner, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated. In which case, the Owner shall have the right, in its discretion, to settle, or pay any or all claims arising out of the termination of such orders and subcontracts;

5.Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Owner to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;

6. Transfer title to the Owner, and deliver in the manner, at the times, and to the extent, if any, directed by the Owner,

(i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of the work terminated by the Notice of Termination, and
(ii) the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the Owner.

7. Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Owner, any property of the types referred to in (6) above; provided, however, that the Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed and at a price or prices approved by the Owner: And, provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in other such manner as the Owner may direct;
8. Complete performance of such part of the work as shall not have been terminated by the Notice to Termination; and

9. Take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.

C. After receipt of a Notice of Termination, the Contractor shall submit to the Owner his termination claim, in the form and with the certification prescribed by the Owner. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Owner upon request of the Contractor made in writing within such one-year period or authorized extension thereof. However, if the Owner determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one-year period or extension therof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Owner may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

d. Subject to the provisions of paragraph (c), the Contractor and the Owner may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or Partial termination of work pursuant to this clause which amount or amounts may include a reasonable allowance for profit on work done: Provided, that such agreed amount or amounts, exclusive of Settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price or work not terminated. The Contract shall be amended accordingly, and the Contract shall be paid the agreed amount. Nothing in Paragraph (e) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Owner to agree upon the whole amount to be

paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this Paragraph (d).

E. In the event of the failure of the Contractor and the Owner to agree as provided in Paragraph (d) upon the whole amount to be paid to the Contract by reason of the termination of work pursuant to this clause, the Owner shall determine, on the basis of information available to him, the amount, if any, due to the Contractor the amounts determined as follows:

1. With respect to all contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:

i. The cost of such work;

ii. The cost of settling and paying claims arising out of the termination of work under subcontracts or orders provided in Paragraph (b) (5) above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of work under this Contract, which amounts shall be included in the cost on account of which payment is made under(i) above, and

iii. A sum, as profit on (i) above, determined by the Owner to be fair and reasonable: Provided, however, that if it appears that the Contractor would have sustained loss on the entire Contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

2. The reasonable cost of the preservation and protection of property incurred pursuant to Paragraph (b) (9); and any other reasonable cost incidental to termination of work under this Contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under this Contract.

The total sum to be paid to the Contractor under (1) above shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under (1) above, the fair value, as determined by the Owner, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Owner, or to a buyer pursuant to Paragraph (b) (7).

F. The Contractor shall have the right to dispute under the clause of this Contract entitled "Remedies" from any determination made by the Owner under Paragraph (c) or (e) above, except that, if the Contractor has failed to submit his claim within the time provided in Paragraph (c) above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Owner has made a determination of the amount due under Paragraph (c) or (e) above, the Owner shall pay to the Contractor the following: (1) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Owner or (2) if a "Remedies" proceeding is initiated, the amount finally determined in such "Remedies" proceeding.

g. In arriving at the amount due the Contractor under this clause, there shall be deducted (1) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this Contract, (2) any claim which the Owner may have against the Contractor in connection with this Contract, and (3) the agreed price for, or the proceeds of sale of any materials, supplies, or other things kept by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited by the Owner.

h. If the termination hereunder be partial, prior to the settlement of the terminated portion of this Contract, the Contractor may file with the Owner a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination) and such equitable adjustment as may be agreed upon shall be made in such price or prices; however, nothing contained herein shall limit the right of the Owner and the Contractor to agree upon the amount or amounts to be paid to the Contractor for the completion if the continued portion of the Contract when said Contract does not contain an established contract price for such continued portion.

ARTICLE 56: RIGHTS OF ACCESS

Nothing herein contained or shown on the drawings shall be construed as giving the Contractor exclusive occupancy of the work area. The Owner or any other Contractors employed by him, the various utility companies, Contractors or subcontractors employed by State or Federal agencies, or any other agencies involved in the general project or upon public rights-of-way, may enter upon or cross the area of work or occupy portions of the area as is directed or necessary.
When the territory of one contract is the convenient means of access to the other, the Contractor shall arrange his work in such a manner as to permit such access to the other and prevent unnecessary delay to the work as a whole.

ARTICLE 57: RIGHTS-OF-WAY AND SUSPENSION OF WORK

Land and rights-of-way for the purpose of this Contract shall be furnished by the Owner to the extent shown on the drawings; the Owner will use due diligence in acquiring said lands and rights-of-way as speedily as possible. If, however, lands or rights-of-way cannot be obtained before work on the project begins, the Contractor shall begin his work upon such

land or rights-of-way as have been previously acquired by the Owner, and no claims for damages whatsoever will be allowed by reason of the delay in obtaining the remaining land and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement by reason of litigation, or by reason of its inability to procure the lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert a claim for damages by reason of the said delay, or to withdraw from the Contract except by consent of the Owner. Time for completion of work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

ARTICLE 58: CONFORMANCE WITH DIRECTIONS

The Owner may make alterations in the line, grade, plan, form, dimension, or materials of the work, or any part thereof, either before or after the commencement of construction. Should such alterations diminish the quantity included in any item of work to be done and paid for at a unit price, the Contractor shall have no claim for damages or for anticipated profits on the work that thus may be dispensed with. If they increase the quantity included in any such item, such increase shall be paid for at the stipulated prices.

ARTICLE 59: INTERPRETATION OF THE DRAWINGS AND SPECIFICATIONS

Except for the Contractor's executed set, all drawings and specifications are the property of the Owner. The Owner will furnish the Contractor, without charge, three (3) sets of the drawings and specifications. Additional sets will be furnished upon request, at actual cost of reproduction. Such drawings and specifications are not to be used on other work and those sets in usable condition shall be returned to the Owner upon request at the completion of cessation of the work or termination of the Contract. The Contractor shall keep one (1) copy of the drawings and specifications at the work site at all times and shall give the Owner and their representatives access thereto. Anything on the drawings and not mentioned in the specifications, or anything in the specifications that is not shown on the drawings shall have the same force and effect as if mentioned in both. In case of conflict or inconsistency between the drawings and the specifications, the specifications shall take precedence. Any discrepancy in the figures and the drawings shall be immediately submitted to the Owner for decision and the decision of the Owner shall be final.
In case of differences between small and large scale drawings, the large scale drawings shall take precedence.

ARTICLE 60: SUSPENSION OF WORK

a. The Owner may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Owner.

b. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Owner in administration of this Contract, or by his failure to act within the time specified in this Contract

(or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Contract.

c. No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Owner in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay or inter ruption, but not later than the date of final payment under the Contract.

ARTICLE 61: INSPECTION

The authorized representatives and agents of the Owner shall be permitted to inspect all work materials, payrolls, records of personnel, invoices for materials, and other relevant data and records.

PART IV

ARTICLE 62: SUBCONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

The Contractor shall not award work to any subcontractor other than those listed in his bid, without the prior written approval of the Owner, which approval will not be given until the Contractor submits a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work, to bind the subcontractors to the contract documents insofar as applicable to the subcontract work and to give the Contractor the same power as regards to terminating any sub-contract that the Owner may exercise over the Contractor under any provisions of the contract documents.
Nothing contained in this Contract shall create any contractual relationship between the Owner and any subcontractor.

ARTICLE 63: MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage to the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor who shall indemnify and save harmless the Owner against any such claim.

ARTICLE 64: ASSIGNMENTS

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without the written consent of the Owner. In case the Contractor assigns all or part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, or corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

ARTICLE 65: SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with the construction of the contemplated work of the project, or contiguous projects of the Owner. The Contractor, therefore, will afford to any such other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, will properly connect and coordinate his work with theirs, and will not commit or permit any act which will interfere with the performance of their work.

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for storage of materials and in the detailed execution of the work. Failure by the Contractor to keep informed on the progress or defective workmanship by others, shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with and performance of his own work.

ARTICLE 66: WORK BY OTHERS

The Owner reserves the right to do any other work which may be connected with, or become a part of, or be adjacent to the work embraced by this Contract, at any time, by Contract or otherwise. The Contractor shall not interfere with the work of such others as the Owner may employ, and shall execute his own work in such a manner as to aid in the execution of the work of others as may be required. No backfilling of trenches or excavations will be permitted until such work by the Owner is completed.

PART V

ARTICLE 67: WAGE UNDERPAYMENTS AND ADJUSTMENTS

The Contractor agrees that in case of underpayment of wages to any worker on the project under this Contract by the Contractor or any of his subcontractors, the OWNER will withhold from the Contractor out of payments due to him, an amount sufficient to pay such worker the difference between the wages required to be paid under this contract and the wages actually paid such worker for the total number of hours worked, and that the OWNER may disburse such amount so withheld by it for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amount withheld pursuant to this article may be in addition to the percentage to be retained by the OWNER pursuant to other provisions of this Contract.

ARTICLE 68: PAYMENT OF EMPLOYEES

The Contractor and each of his subcontractors shall pay each of their employees engaged in the work on the project under this Contract in full, in cash, and not less than once a week, less legally required deductions, provided, that when circumstances render payment in cash unfeasible or impracticable, then payment by check may be effected upon consideration that funds are made available in a local bank and checks may be cashed without charge, trade requirements, or inconvenience to the worker.

ARTICLE 69: NON-DISCRIMINATION IN EMPLOYMENT

In connection with the performance of the work under this Contract, the Contractor agrees not to discriminate against employee because of race, religion, color, or national origin. The aforesaid provisions shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship.

ARTICLE 70: APPRENTICES

Apprentices shall be permitted to work only under a bona fide apprenticeship program registered with a State Apprenticeship Council which is recognized by the Federal Committee on Apprenticeship, United States Department of Labor; or if no such Council exists in a State, under a program registered with the Bureau of Apprenticeship, United States Department of Labor.

PART VI

ARTICLE 71: SHOP OR SETTING DRAWINGS

a. The Contractor shall submit promptly to the Owner six (6) copies of each shop or setting drawing prepared in accordance with a schedule predetermined by the Contractor. After examination of such drawings by the Owner, and the return thereof, if resubmission is required, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Owner with six (6) corrected copies.
Regardless of corrections made in or approval given to such drawings by the Owner, the Contractor will, nevertheless, be responsible for the accuracy of such drawings and for their conformity to the drawings and specifications, unless he notifies the Owner in Writing of any deviations at the time he furnishes the drawings.

b. Shop drawings of all fabricated work shall be submitted to the Owner for approval and no work shall be fabricated by the Contractor save at his own risk until approval has been given by the owner. The Special Conditions define the shop drawings required for this project.

c. The Contractor shall submit all shop and setting drawings on dates sufficiently in advance of requirements to enable the Owner ample time for reviewing the same, including time for correcting, resubmission and reviewing, if necessary, and no claim for delay will be granted the Contractor by reason of his failure in this respect.

d. All shop drawings submitted must bear the stamp of the Contractor as evidence that the drawings have been checked by him. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmissions. If the shop drawings show deviations from the requirements of the Contract Documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal to the Owner, in order than an acceptable, suitable action may be taken for proper adjustment; otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract Documents even though the shop drawings have been approved.

e. Where shop drawings are submitted by the Contractor that indicate a departure from the Contract which the Owner deems to be a minor adjustment in his interest and not involving a change in the contract price or extension of time, the Owner may approve the drawings but the approval will contain in substance, the following:

> "The modification shown on the attached drawings is approved in the interest of the Owner to effect an improvement for the project and is ordered with the understanding that it does not involve any change in the contract price or an extension of time, that it is subject generally to all contract stipulations and covenants; and that it is without prejudice to any rights of the Owner under the contract and bond or bonds."

f. The approval of the shop drawings will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract, nor shall it relieve him of the responsibility for any error which may exist.

g. The Contractor agrees to hold the Engineer and the Owner harmless and defend them against damages or claims for damages arising out of injury to others or property of third persons which result from errors on shop, working or setting drawings whether or not they have been approved by the Engineer and/or the Owner.

ARTICLE 72: WORK TO BE ACCOMPLISHED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS

The work, during its progress and its completion, shall conform to the lines and grades shown on the drawings and to the directions given by the Owner from time to time, subject to such modifications or additions as he shall determine to be necessary during the execution of the work; and in no case will any work be paid for in excess of such requirements. The work shall also be accomplished in accordance with the data in these specifications.

ARTICLE 73: CONTRACTOR TO CHECK DIMENSIONS AND SCHEDULES

The Contractor will be required to check all dimensions and quantities shown on the drawings or schedules given to him by the Owner, and shall notify the Owner of all errors therein which he may discover by examining and checking the same. The Contractor shall not take advantage of any error or omissions in these specifications, drawings, or schedules. The Owner will furnish all instructions should such error or omissions be discovered,

and the Contractor shall carry out such instructions as if originally specified.

ARTICLE 74: PLANIMETER

For estimating quantities in which the computation of areas by analytic and geometric methods would be comparatively laborious, it is stipulated and agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas.

ARTICLE 75: ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Owner prepare jointly a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing, and installation of materials, supplies, and equipment, and the completion of the various parts of the work; each schedule to be subject to change from time to time in accordance with the progress of the work.

ARTICLE 76: MATERIALS, SERVICES AND FACILITIES

It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever, necessary to protect, execute, complete, and deliver the work within the specified time. If approved by the Owner, any work necessary to be performed after regular hours, on Saturdays, Sundays, or legal holidays, shall be performed by the Contractor without additional expense to the Owner.

ARTICLE 77: CONTRACTOR'S TITLE TO MATERIALS

No material, supplies, or equipment for the work shall be purchased by the Contractor or any subcontractor, subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and further warrants upon completion of all work, to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the Owner free from any claims, liens, or charges, or encumberances and further agrees that neither he nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have the right to a lien upon the premises or any improvement or appurtenance thereon.

ARTICLE 78: INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the project shall be new and of current manufacture. Testing will be done in accordance with accepted standards and as directed by the Owner; the laboratory or inspection agency shall be selected by the Owner. Except as specified elsewhere in these specifications, the Owner will pay for laboratory inspection. All materials and workmanship shall be subject to inspection, examination, and testing by the Owner at any and all times during manufacture and/or construction and at any and all places where such manufacture and or construction is carried on, to establish conformance with these specifications and suitability for uses intended. Without additional charge, the Contractor shall furnish promptly all reasonable facilities, labor, and materials necessary to make tests so required safe and convenient. He shall also furnish and mill, factory, or other such tests based on the standards and Tentative Standards of the American Society for Testing Materials as required by the Owner.

ARTICLE 79: DEFECTIVE MATERIALS

No materials shall be laid or used which are known, or may be found to be in any way defective. Any materials found to be defective at the site of work or upon installation shall be replaced by the Contractor at his own expense. Notice shall be given to the Owner of any defective or imperfect material. Defective or unfit material found to have been laid, shall be removed and replaced by the Contractor with sound and unobjectionable material without additional cost to the Owner.

ARTICLE 80: PATENTS

a. The Contractor shall hold and save the Owner harmless from liability of Any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or applicance manufactured or used in the Contract, including its use by the Owner.

b. License and/or royalty fees for the use of a process which is authorized by the Owner must be reasonable, and paid to the holder of the patent, or his authorized agent, directly by the Contractor.

c. If the Contractor uses any design, device or material covered by letters, patent, or copyright, he shall provide for such use by suitable agreement with the Owner of such patent or copyrighted design, device, or material.

d. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties, license fees, or costs arising out of the use of such process, design, device, or materials, in any way involved in the work. The Contractor and/or his Surety shall indemnify and save the Engineer and the Owner harmless from all claims for infringement by reason of use of such patented material, device or design, in connection with the work under this Contract, and shall indemnify the Engineer and the Owner for any cost, expense, or damage which it may be obligated to pay for reason of such infringement at any time during the prosecution of the work.

ARTICLE 81: "OR APPROVED EQUAL CLAUSE"

a. Whenever a material or article required is specified or shown on the drawings by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design may be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the Owner's opinion. It shall not be purchased or installed without his written approval. In all cases, new material shall be used on the project.

b. If two of more brands, makes of material, devices or equipment are shown or specified, each should be regarded as the approved equal of the other. Any other brand, make or material, device or equipment, which, in the opinion of the Owner or his authorized agent, is the recognized approved equal of that specified, considering quality, workmanship, and economy of operation, and is suitable for the purpose intended, may be accepted.

c. If any other material or article is substituted for items shown or specified, the project must result in a savings in the contract price and the Contractor shall submit evidence that the substitute product is equal. Upon approval of the substitute product, the Owner will issue a deductive change order.

d. If an equipment manufacturer must have a specified period of experience with his product, equipment which does not meet with the specified experience period may, at the option of the owner, be considered if the equipment supplier or manufacturer is willing to provide a bond or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

PART VII

ARTICLE 82: INSURANCES

The Contractor shall be responsible for maintaining insurance coverage in force for the life of this Contract of the kind and adequate amounts to secure all of his obligations under this Contract and with insurance companies licensed to write such insurance in the State of Rhode Island and acceptable to the Owner. The kinds and amounts of such insurance carried shall not be less than the kinds and amounts of insurance coverage designated in the Insurance Requirements, and the Contractor agrees that the stipulation herein of the kinds and minimum amounts of coverage or the acceptance by the Owner of certificates indicating the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the Owner, the Engineer, and their agents or representatives from any and all claims for damages arising out of the Contract, to either persons or property.
Policies and certificates of all insurance shall be submitted to the Owner by the Contractor prior to preparation of the construction contract. In the event that the form of any policy or certificate of the amount of the insurance of the companies writing the same are not satisfactory to the Owner, the Contractor shall secure other policies or certificates in form And amount and with such companies that are satisfactory to the Owner.

The Contractor shall not cause policies to be cancelled or permit them to lapse and all insurance policies shall include a clause to the effect that the policy shall not be subject to cancellation or a reduction in the required limits of liability amounts of insurance until notice has been sent by registered mail to the Owner, stating when, not less that ten (10) days thereafter, such cancellation or reduction shall be effective. All certificates of insurance shall contain true transcripts from the policy, authenticated by the proper officer of the insurer evidencing in particular, those insured, the extent of the insurance, the location and operations to which the insurance applies the expiration date, and the above-mentioned notice of cancellation clause.
The Contractor shall be responsible for the provision of indentical insurance coverages for all his subcontract operations and, in the event that the Contractor's policies do not cover each and every subcontractor, certificates of insurance issued on policies by companies that are acceptable to the Owner covering each and every subcontractor shall be filed under the Owner prior to the commencement of such subcontract operations. All insurance specified in this Contract shall be provided by the Contractor, at no additional expense to the Owner.

PART VIII

ARTICLE 83: COMPENSATION TO BE PAID TO THE CONTRACTOR

a. The Owner will pay and the Contractor shall receive as full compensation for everything furnished and done by the Contractor under this Contract, the unit prices and lump sum prices set opposite the respective items in the accepted bid form herein contained, and payment for approved extra work. The cost of all work required not specifically included in any items herein mentioned, and also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for assuming all duties, and liabilities, herein required, and for well and faithfully completing the work, and the whole thereof, as herein provided, shall be the responsibility of the Contractor.

b. The amount of the Contract (accepted bid prices) listed in the bid is based on the estimated quantities and the unit and/or lump sum price as set forth in the bid. It is understood and agreed that the Contractor will accept as payment the actual measured quantities at the unit and/or lump sum price as set forth in the accepted bid.

c. The estimated quantities given in the bid proposal for the various items of work are given for the purpose of comparing the bids offered for the work under this Contract and if it is found in the performance of the Contract work that any or all of the said estimated quantities are not even approximately correct the Contractor shall have no claim for anticipated profits, or for loss of profit, or for increase in prices as listed in the accepted bid because of the difference between the quantities of the various items of work actually done and the estimated quantities stated in the accepted bid.

d. No payment or compensation will be made to the contractor for damages because of hindrance or delay from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable.

ARTICLE 84: PAYMENTS TO CONTRACTOR

a. At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR shall submit to the OWNER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the OWNER may reasonably require. If payment is requested with the OWNER'S permission on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, in accordance with the manufacturers' recommendation and as required by the Owner, the partial payment estimate shall also be accompanied by such supporting data satisfactory to the OWNER as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The OWNER will within ten (10) days after receipt of each partial payment estimate either indicate in writing his approval or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will within thirty (30) days of presentation to him of an approved partial payment estimate pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate.

b. Removed.

c. With each partial payment estimate, the CONTRACTOR shall certify in writing that the project AS-BUILT DRAWINGS are being maintained accurately and currently. Said certificate shall be signed by the CONTRACTOR'S SUPERINTENDENT and the CONTRACTOR'S ENGINEER or SURVEYOR.
Any payment estimate not having said certification attached will be subject to refusal of payment.

d. Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval and concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

e. The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

f. Upon completion and acceptance of the WORK, the OWNER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR,including the retained percentages but except such sums as may be lawfully retained by the OWNER shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the WORK.

g. The CONTRACTOR will indemnify and save the OWNER or the OWNER'S REPRESENTATIVE harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall at the OWNER's request furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS but in no event shall the provisions of this Sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

ARTICLE 85: CHANGE ORDERS

a. The Owner may, at any time, without notice of the sureties, by written order designated or indicated to be a Change Order, make any change in the work within the general scope of this Contract, including but not limited to changes:

1. In the Specifications (including drawings and designs);

2. In the method or manner of performance of the work;

3. In the Owner-furnished facilities, equipment, materials, services, or site; or

4. Directing acceleration in the performance of the work.

b. Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the Owner, which causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the Owner written notice stating the date, circumstances and source of the order and that the Contractor regards the order as a Change Order.

c. Except as herein provided, no order, statement, or conduct of the Owner shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

d. If any change, by change order, causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly: Provided, however, that no claim for any change order (b) above shall be allowed

for any costs incurred more than 20 days before the Contractor gives written notice as therein required: and, provided, further, that in case of defective specifications for which the Owner is responsible, the equitable adjustment shall include only increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

e. If the Contractor intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the Owner a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Owner. The statement of claim hereunder may be included in the notice under (b) above.

f. No claim by the Contractor for an equitable adjustment hereunder for any amount shall be allowed unless agreed to by Change Order prior to the work being done.

ARTICLE 86: CHANGES IN THE WORK

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved changes shall be determined by one or more, or a combination of the following methods as the Owner shall direct:

a. Unit price bid previously approved;

b. The actual cost of: labor, materials, ownership or rental costs of construction plant and equipment during the use of item on the extra work; power and consumable supplies for the operation of power and equipment;

c. Insurance;

d. Social Security, Old Age, and Unemployment contributions.

To the cost of "b" above, there shall be added a fixed fee to be agreed upon but not to exceed 15%. The fee shall be compensation to cover the cost of supervision, overhead, bonds, profit, and any other general expenses.

If a subcontractor performs the work, he shall be entitled to a maximum of 15% as a fixed fee, and the general Contractor be entitled to a maximum of 5% (of the cost of the subcontract work excluding subcontractor fixed fee) as a fixed fee.

ARTICLE 87: CLAIMS FOR EXTRA COST

No claims for extra work or cost will be allowed unless the same were done in pursuance of a written order of the Owner as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When the work is performed under terms specified elsewhere in the

Contract, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and upon the Owner's request, give him full access to the accounts relating thereto.

ARTICLE 88: CHANGES AND MODIFICATIONS

The Owner reserves the right to delete or cancel any item or items or parts thereof as listed in the bid, without recourse by the Contractor. The Owner also reserves the right to add to any item as listed in the bid. The compensation to be paid to the Contractor for such additional extensions, appurtenances or items shall be made under the applicable items in the bid. If no applicable items are provided in the bid, the compensation to be paid the Contractor shall be set forth under the article entitled "Changes in the Work" as found herein.

ARTICLE 89: ACCEPTANCE OF THE FINAL PAYMENT CONSTITUTES RELEASE

The acceptance of the Final Payment by the Contractor shall be and shall operate as a release to the Owner for all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act or neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate as a release of the Contractor or his Surety from any obligations under this Contract or the performance and payment bond.

Attachment 4

BID FORM

.

BASE BID

The base bid will be as shown and described in the CONSTRUCTION DRAWINGS. Each line item includes fabrication, supply, and installation of that item and all appurtenances, attachments, connections, testing allowance, etc., as described in the CONSTRUCTION DRAWINGS. Bidders shall fill in applicable values where blank.

Fire Maintenance Facility Lump Sum Price of:

_____ **$**_____

(Written) **(Figures)**

A. The above prices shall include all labor, materials, debris and trash removal, overhead, profit, insurance, bonds, permit fees if required, etc., to cover the finished work called for.

B. The OWNER requires that the CONTRACTOR provide a Performance Bond and Materials and Payment Bond of a surety company qualified to do business under the General Laws of the State of Rhode Island and satisfactory to the OWNER, and in the amount of 100 percent of the Bid Amount.

C. The undersigned agrees that, if he is selected as CONTRACTOR, he will within ten days, Saturdays, Sundays, and legal holidays excluded, after Notice of Award thereof by the OWNER, execute the agreement document, Contract for Construction between OWNER and CONTRACTOR, in accordance with the terms of the Bid.

D. If awarded the Contract, the undersigned hereby certifies to expedite completion of all Work in conjunction with plans presented by the OWNER as herein further described, and further certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed on the Work.

E. The undersigned Bidder further declares that he has examined the site of the work and has informed himself fully in regard to all conditions pertaining to the place where the work is to be done; and has examined the Bid Drawings and Technical Specifications for the work and the Bid Documents relative thereto; and has read and become familiar with the Bid Documents furnished prior to opening of bids, that he has satisfied himself relative to the work to be performed.

F. This Bid includes Addenda listed below and they are hereby acknowledged:

Addendum No. _____Dated

Addendum No. _____Dated

Addendum No. _____Dated

G. Commencement and Completion of Work:

a. The undersigned agrees to commence work on the Contract within ten (10) calendar days from the date established in the Notice to Proceed issued by the OWNER, and to thereafter diligently and continuously carry on the work.

H. Liquidated Damages – $100/ day.

I. Bidder understands that the OWNER reserves the right to reject any and all bids, and to waive any irregularities in the bidding and accept the bid, with or without alternates, as deemed to be in the best interest of the OWNER.

J. Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving bids.

BID FORM NOTES:

1. Bidder shall submit a detailed Work Plan and schedule with the Bid. The Work Plan must include all anticipated project milestones, including (at a minimum) dates of commencement, Substantial Completion, and Final Completion.

2. All supporting documentation and drawings shall be included as attachments to the Bid Forms, including:

- Qualifications and experience documentation which shall include:
  - Experience List
  - Reference List
  - Subcontractor List
  - Business License
  - Contractor's License
- Bid Security; 5% of Total Bid

Bidder's license number for work in Rhode Island _____

Corporation is registered in _____

(Seal) By: _____

(Title)

_____

_____

_____

(Address)

END OF BID FORM

Attachment 5: Vendor Signature Form

PROPOSED SUBCONTRACTORS
THE BIDDER SHALL STATE THE NAMES OF ALL THE SUBCONTRACTORS THAT HE/SHE PROPOSES TO USE:

The Contractor shall require insurance in the same minimum amounts to be taken out and maintained by each Subcontractor.

NONE, WRITE "NONE"_____

--*-

ATTACHMENT 6

E X P E R I E N C E S H E E T

The following experience sheet shall be completed by each bidder. Any bid submitted without a fully completed experience sheet may be rejected by the Owner.

1. Have you ever failed to complete any work awarded to you? If so, please state where and why.

_____

_____

2. What projects similar to this one has your organization completed within the last 5 years?

(Separate sheets may be submitted for this information)

Class of Work	Contract Amount	When Completed	Name, address and telephone number of Contact person

ATTACHMENT 7

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that
of

as Principal, hereinafter call Contractor, and,
as Surety, hereinafter called Surety, are held firmly bound unto

TOWN OF NORTH KINGSTOWN, RHODE ISLAND

as obligee, hereinafter called Owner, in the amount of
in lawful money of the United States
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Contractor entered into a certain contract with the Owner, dated the *day of*
a copy of which is hereto attached and made a part hereof for the construction of:

for the **TOWN OF NORTH KINGSTOWN, RHODE ISLAND**, in accordance with the Contract and the Contract Documents.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. The Surety, for valued received, hereby stipulates and agrees that no change, extension of time, alteration, or condition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

2. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

3. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

4. No suit or action shall be commenced hereunder by any claimant;
   (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
   (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, or one (1) year from the date on which final payment under the contract falls due, whichever is later, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
   (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this day of

_____
(Principal) **(Seal)**

_____
(Witness)

By: _____
(Title)

_____
(Surety) **(Seal)**

_____
(Witness)

By: _____

ATTACHMENT 7

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

as Principal, hereinafter call Contractor and,

as Surety, hereinafter called Surety, are held firmly bound unto
TOWN OF NORTH KINGSTOWN, RHODE ISLAND

as obligee, hereinafter called Owner, in the amount of
in lawful money of the United States

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Contractor entered into a certain contract with the Owner, dated the *day of.*
a copy of which is hereto attached and made a part hereof for the construction of:

for the TOWN OF NORTH KINGSTOWN, RHODE ISLAND, in accordance with the Contractor and the Contract Documents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or condition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

WHENEVER Contractor shall be and declared by Owner to be in default under the Contract, the Owner having performed Owner's Obligations

thereunder, the Surety shall promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids from qualified contractors acceptable to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and Surety shall arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this day of

_____
WITNESS

BY: _____

_____
WITNESS

BY: _____

IMPORTANT: Surety Companies executing BONDS Must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

ATTACHMENT 8

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER

X

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

X

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: X	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X	X	X	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $ $ $1,000,000 $1,000,000 $1,000,000
		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	X	X	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	X X	X X	X X	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$100,000 $100,000 $500,000
		OTHER					

SAMPLE ONLY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Town of North Kingstown is an Additional Named Insured

Waiver of Subrogation applies to Worker's Compensation

CERTIFICATE HOLDER

Town of North Kingstown
80 Boston Neck Road
North Kingstown RI 02852-5762

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

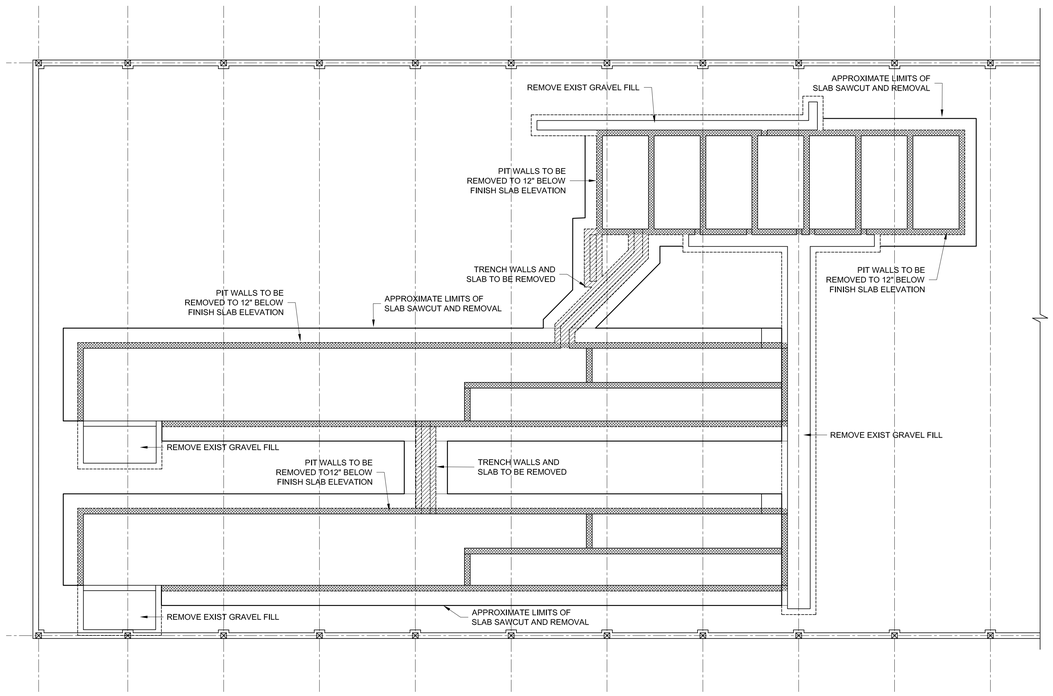
AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

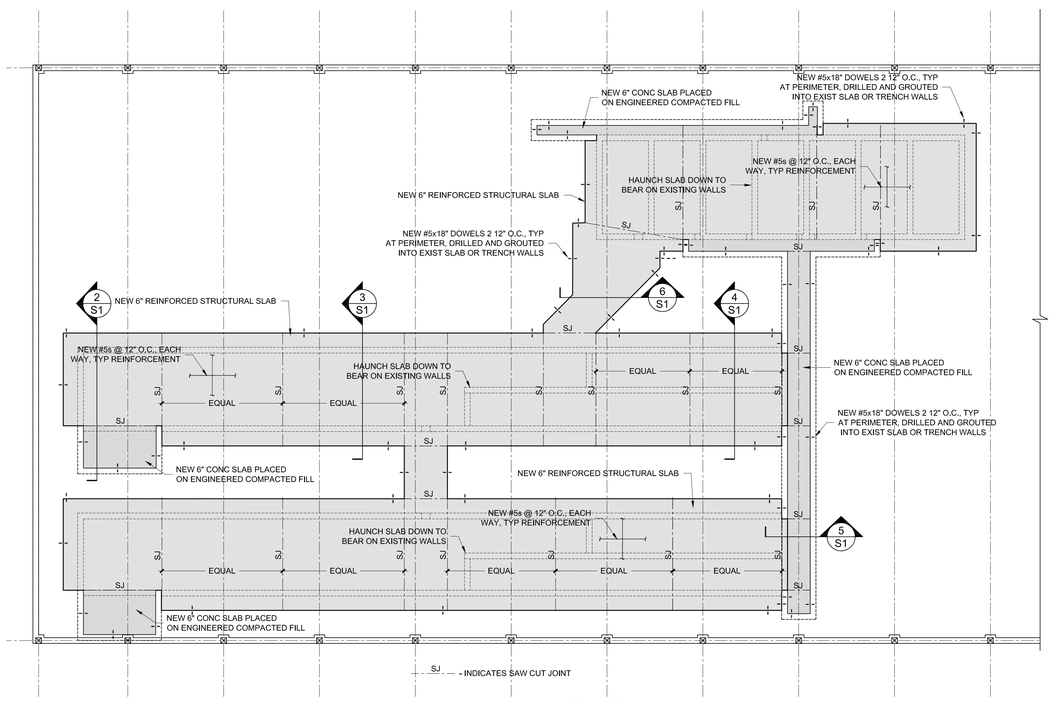
© ACORD CORPORATION 1988

ATTACHMENT 9

DRAWINGS and PHOTOS

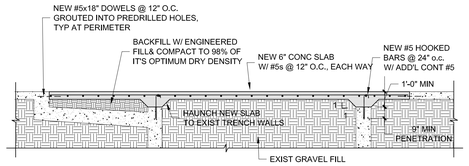


EXISTING CONDITIONS

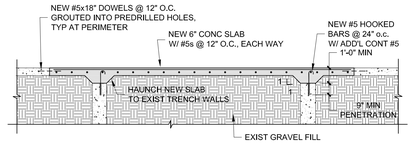


NEW WORK

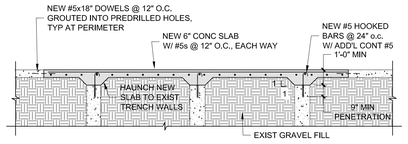
1 SECTION
3/32"=1'-0"



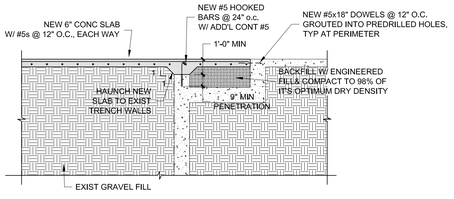
2 SECTION
1/4"=1'-0"



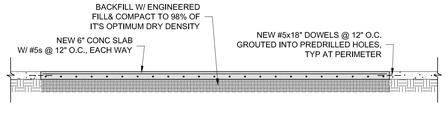
3 SECTION
1/4"=1'-0"



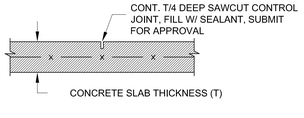
4 SECTION
1/4"=1'-0"



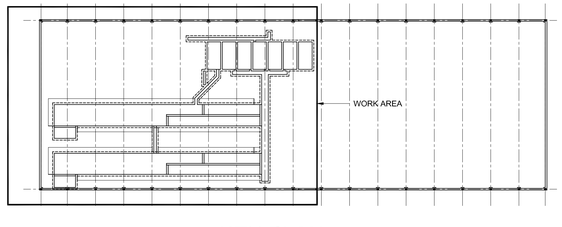
5 SECTION
1/4"=1'-0"



6 SECTION
1/4"=1'-0"



7 TYPICAL SAWCUT JOINT DETAIL
1"=1'-0"



8 KEY PLAN
NO SCALE

I. GENERAL

1. ALL WORK SHALL CONFORM TO THE RHODE ISLAND STATE BUILDING CODE, SBC-1 10th EDITION (IBC 2009 WITH AMENDMENTS) AND ITS APPLICABLE REFERENCED STANDARDS.
2. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AS THEY RELATE TO NEW CONSTRUCTION. REPORT TO THE ENGINEER ALL OBSERVATIONS AND ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK.
3. IF THE CONTRACTOR DEEMS IT NECESSARY TO MODIFY OR REMOVE ANY PORTION OF THE EXISTING STRUCTURE IN ORDER TO PERFORM THE WORK DESCRIBED WITHIN THE CONTRACT DOCUMENTS, THEN SUCH PORTIONS OF THE STRUCTURE SHALL BE REPAIRED OR REPLACED WITH EQUAL MATERIALS AND DETAILS TO MATCH THE EXISTING CONDITIONS AT NO ADDITIONAL COST TO THE OWNER; THIS WORK SHALL BE INCLUDED IN THE BASE PRICE OF THE CONTRACT.
4. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO PROVIDE FOR A SAFE AND EFFICIENT METHOD OF SHORING AND/OR BRACING THE STRUCTURE DURING ALL CONSTRUCTION PHASES. SUBMIT AN OUTLINE OF PROPOSED PROCEDURE TO THE ARCHITECT/ENGINEER BEFORE CONSTRUCTION COMMENCES.
5. ALL SOIL & CONCRETE WORK SHALL BE CONTINUOUSLY MONITORED AND INSPECTED BY AN INDEPENDENT TESTING AGENCY. SUBMIT ALL TEST AND INSPECTION REPORTS TO ENGINEER FOR REVIEW.
6. STRUCTURAL MEMBERS SHALL NOT BE MODIFIED IN THE FIELD WITHOUT WRITTEN APPROVAL FROM THE STRUCTURAL ENGINEER. IN THE EVENT OF A CONSTRUCTION OR FABRICATION ERROR, THE CONTRACTOR SHALL PREPARE A SKETCH WITH A PROPOSED REPAIR, AND SUBMIT IT TO THE A/E FOR APPROVAL PRIOR TO PERFORMING ANY CORRECTIVE WORK.
7. ANY ANTICIPATED MODIFICATIONS TO THE CONSTRUCTION DOCUMENTS MUST BE SUBMITTED TO THE ARCHITECT/ENGINEER FOR REVIEW AND COMMENTS. THIS OFFICE CANNOT CERTIFY ANY UNAUTHORIZED DEVIATIONS TO THE CONSTRUCTION DOCUMENTS. THIS OFFICE RESERVES THE RIGHT TO REQUEST THE CONTRACTOR TO OBTAIN THE SERVICES OF AN INDEPENDENT STRUCTURAL ENGINEER REGISTERED IN THE STATE OF RHODE ISLAND TO VISIT THE PROJECT SITE AND TO DESIGN ANY REQUIRED REPAIRS OR TO JUSTIFY THE INSTALLED MODIFICATION. ALL ENGINEERING CALCULATIONS AND SKETCHES MUST BE SUBMITTED TO THE DESIGN TEAM FOR REVIEW AND APPROVAL.
8. PRIOR TO A GENERAL CONTRACTOR/CONSTRUCTION MANAGER REQUEST FOR AN INSPECTION BY ODEH ENGINEERS FOR A COMPLETED STAGE OF CONSTRUCTION, THE GENERAL CONTRACTOR/ CONSTRUCTION MANAGER SHALL SUBMIT A STATEMENT STATING THAT "ALL WORK HAS BEEN COMPLETED IN CONFORMANCE WITH THE STRUCTURAL CONTRACT DRAWINGS AND SHOP DRAWINGS WITHOUT EXCEPTION OR HAS BEEN PERFORMED WITH FORMAL WRITTEN EXCEPTIONS ORIGINATING FROM OR AUTHORIZED BY ODEH ENGINEERS, INC.".
9. PRIOR TO RELEASE OF THE FINAL PROJECT CERTIFICATION TO THE BUILDING OFFICIAL, ODEH ENGINEERS REQUIRES A LETTER FROM THE PRINCIPAL OF THE GENERAL CONTRACTOR/CONSTRUCTION MANAGER STATING THAT "ALL WORK INDICATED ON THE STRUCTURAL DRAWINGS HAS BEEN PERFORMED WITHOUT EXCEPTION OR WAS PERFORMED WITH FORMAL WRITTEN EXCEPTIONS ORIGINATING FROM OR AUTHORIZED BY ODEH ENGINEERS, INC.".
10. THE TRADE CONTRACTORS SHALL SUBMIT SHOP AND ERECTION DRAWINGS (COLLECTIVELY KNOW HEREIN AS "SHOP DRAWINGS") FOR REVIEW PRIOR TO PROCEEDING WITH FABRICATION AND/OR CONSTRUCTION.
    a. THE SHOP DRAWINGS SHALL BE PREPARED IN ACCORDANCE WITH THE LATEST EDITION OF THE RESPECTIVE TRADES' CODES OF STANDARD PRACTICE. ALL SHOP DRAWINGS SHALL BE FULLY DEVELOPED BY THE TRADE CONTRACTORS OR BY AGENTS OF THE CONTRACTORS. CADD FILES, PHOTOCOPIES, OR OTHER REPRODUCTIONS OF THE CONTRACT DRAWINGS IN WHOLE OR IN PART SHALL NOT BE USED BY THE TRADE CONTRACTORS OR THEIR AGENTS FOR THE PREPARATION AND DEVELOPMENT OF SHOP DRAWINGS WITHOUT THE EXPRESSED WRITTEN CONSENT OF ODEH ENGINEERS, INC.
    b. ELECTRONIC SUBMISSIONS OF SHOP DRAWINGS WILL NOT BE ALLOWED. PRINTED (HARD) COPIES OF SHOP DRAWINGS SHALL BE SUBMITTED FOR REVIEW.

II. CONCRETE

1. ALL CONCRETE WORK SHALL CONFORM TO ACI 318 AND 301 REQUIREMENTS. THIS SHALL INCLUDE PROPORTIONING OF CONCRETE MIX, CONCRETE TESTING, PLACEMENT OF CONCRETE, AND CURING PROCEDURES.
2. CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4000 PSI
3. PROVIDE TOTAL AIR ENTRAINMENT OF 6% (±) FOR ALL CONCRETE EXPOSED TO WEATHER.
4. MAXIMUM WATER/CEMENT RATIO FOR 4000 PSI CONCRETE - W/C = 0.45. PROVIDE A HIGH-RANGE WATER REDUCING ADMIXTURE IF REQUIRED TO INCREASE WORKABILITY OF THE CONCRETE.
5. ALL REINFORCING STEEL SHALL BE IN ACCORDANCE WITH ASTM A615 AND HAVE A MINIMUM YIELD STRENGTH OF 60 KSI
6. WELDED WIRE FABRIC SHALL BE IN ACCORDANCE WITH ASTM A185.
7. UNLESS NOTED OTHERWISE, PROVIDE A MINIMUM REINFORCING COVER OF 3".
8. PLACE ALL SLABS PER ACI 301 AND ACI 302.1r96 SPECIFICATIONS. UNLESS NOTED OTHERWISE, PROVIDE A MINIMUM FLOOR FLATNESS FF=25, AND, AT SLABS ON GRADE, A MINIMUM FLOOR LEVELNESS FF=25.
9. PROVIDE SAWCUT JOINTS IN ALL SLABS USING AN EARLY-ENTRY SAW WITHIN 4 HOURS OF PLACEMENT. PROVIDE SAWCUTS @ 10'-0" O.C. MAX., UNLESS NOTED OTHERWISE.
10. SUBMIT SHOP DRAWINGS FOR REVIEW (SEE SECTION "I. GENERAL").

III. STRUCTURAL STEEL

1. ALL WORK SHALL CONFORM TO THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATIONS AND ITS CODE OF STANDARD PRACTICE.
2. MATERIAL SPECIFICATIONS:
   - SQUARE & RECTANGULAR HSS ..... ASTM A500, GRADE C (50 KSI)
   - L SHAPES, MISC. PLATES & BARS..... ASTM A36
   - THREADED RODS, THREADED FASTENERS ..... ASTM A36
   - BOLTS ..... ASTM A325 OR A490
   - ANCHOR RODS ..... ASTM F1554, GRADE 36
3. ALL WELDING OPERATIONS SHALL BE PERFORMED BY AWS CERTIFIED WELDERS IN CONFORMANCE WITH ALL APPLICABLE REQUIREMENTS. USE E-70XX WELDING ELECTRODES.
4. STRUCTURAL STEEL CONNECTIONS SHALL DEVELOP (½) OF MEMBERS' TOTAL UNIFORM LOAD CAPACITY AS DETERMINED FROM THE AISC MANUAL OF STEEL CONSTRUCTION, 13th EDITION (ASD LRFD). SEE NOTES ON THESE PLANS FOR COMPOSITE BEAM REQUIREMENTS.
5. ALL BOLTED CONNECTIONS SHALL USE ¾"Ø, ASTM A325 BOLTS OR A490 BOLTS, UNLESS NOTED OTHERWISE. BOLTED CONNECTIONS SHALL BE DESIGNED PER THE AISC MANUAL OF STEEL CONSTRUCTION, 13th EDITION (ASD LRFD) AND THE RCSC SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS (ASD LRFD).
6. ALL NEW STRUCTURAL STEEL SHALL BE GIVEN ONE COAT OF AN APPROVED SHOP PRIMER APPLIED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS, UNLESS NOTED OTHERWISE. SURFACE PREPARATION OF STEEL PRIOR TO SHOP PAINTING SHALL CONFORM TO SSPC SP6.
7. AFTER ERECTION IS COMPLETE, TOUCH-UP ALL SHOP PRIMED COATS DAMAGED DURING TRANSPORTATION AND ERECTION, AND PRIME ALL FIELD WELDS USING THE SAME PAINT USED FOR SHOP PRIMING.
8. SUBMIT ALL REQUIRED SHOP DRAWINGS FOR REVIEW (SEE ALSO SECTION I "GENERAL").

IV. STRUCTURAL LUMBER

1. ALL WORK SHALL BE IN CONFORMANCE WITH THE STANDARDS, SPECIFICATIONS, & REQUIREMENTS OF THE AMERICAN FOREST & PAPER ASSOCIATION (AF&PA) AND APA-THE ENGINEERED WOOD ASSOCIATION (APA).
2. ALL LUMBER USED IN A STRUCTURAL CAPACITY SHALL BE S-P-F No.1/No.2 OR BETTER FOR ALL APPLICATIONS.
3. ANY WOOD IN DIRECT CONTACT WITH CONCRETE OR MASONRY, EXPOSED TO UNHEATED BASEMENT AND CRAWL SPACES, OR EXPOSED TO THE EXTERIOR SHALL BE PRESERVATIVE-TREATED.
4. THE QUANTITY, SIZE, & PATTERN OF ALL FASTENERS USED FOR FASTENING STRUCTURAL FRAMING (INCLUDING SHEATHING) SHALL CONFORM TO THE REQUIREMENTS OF THE APPLICABLE STATE BUILDING CODE, AT A MINIMUM. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL FASTENING REQUIREMENTS.
5. ALL CONNECTORS AND FASTENERS EXPOSED TO THE WEATHER AND/OR IN DIRECT CONTACT WITH PRESERVATIVE-TREATED LUMBER SHALL BE STAINLESS STEEL, UNLESS AN ALTERNATE PROTECTIVE COATING IS RECOMMENDED BY THE CONNECTOR/FASTENER MANUFACTURER BASED UPON THE SPECIFIC TYPE OF PRESERVATIVE TREATMENT & WEATHER EXPOSURE CONDITIONS FOR THE PROJECT. SUBMIT PRODUCT DATA FOR REVIEW & APPROVAL.

odeh engineers
1223 Mineral Spring Avenue
North Providence, RI 02904
Phone: 401.724.1771
Fax: 401.724.1981
www.odehengineers.com

PROJECT TITLE
545 CALLAHAN RD RENOVATIONS
NORTH KINGSTON, RI

SHEET CONTENTS
EXISTING AND NEW PARTIAL SLAB PLAN
SECTIONS

SCALE	AS SHOWN
DRAWN BY	BWV
DATE	2-24-2014
PROJECT NO.	2013-00225
DRAWING NO.	S-1

Photo 1 July 9-2013. Pits have since been filled.

Photo 3 taken July 9 2013. Pits have been filled.

Photo 4 July 9 2013. Pits have been filled.

Photo 9 July 9 2013. Pits have been filled.

Attachment 10

Owner and Contractor

where the basis of payment is a
STIPULATED SUM

AGREEMENT

made as of the day of in the year Two Thousand and Fourteen

BETWEEN the Owner: Town of North Kingstown
(Name and address) 80 Boston Neck Road
North Kingstown RI 02852-5762

and the Contractor:
(Name and address)

The Project is: Fire Maintenance Building Concrete Slab Construction
545 Callahan Road
North Kingstown RI 02852

The Owner and Contractor agree as set forth below:

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; these 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, and includes the bid specifications and all documentation incorporated into the request for bids for the Fire Maintenance Building Improvements and Cranston Meeting House Foundation within the Town of North Kingstown.

ARTICLE 2

THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

DATE SHALL BE SET IN THE NOTICE TO PROCEED.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than Ninety (90) CALENDAR DAYS from Notice to Proceed.

,subject to adjustments of this Contract Time as provided in the Contract Documents.

ARTICLE 4
CONTRACT SUM

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

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

4.3 Unit prices, if any, are as follows:

ARTICLE 5

PROGRESS PAYMENTS

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

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

5.3 OMITTED.

5.4 Each Application for Payment shall be based upon the 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 and be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This Schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

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

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of five percent (5%).

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%).

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Owner has withheld or nullified an Application for Payment.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-eight percent (98%) of the Contract Sum, less such amounts as the Engineer shall determine for incomplete Work and unsettled claims.

ARTICLE 6

FINAL PAYMENT

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

6.1.1 The Contract has been fully performed by the Contractor; and

6.1.2 A final Application for Payment has been issued by the Contractor and approved by the Town.

6.2 Such final payment shall be made by the Owner not more than 45 days after the issuance of the Final Application for

Payment, or as follows:

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Other provisions:
All payment applications must include certified payrolls for the time period being billed.

7.2 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.3 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 8

TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Articles 13, 54 & 55 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 60 of the General Conditions.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor and the remainder to the Owner.

OWNER **CONTRACTOR**

_____ _____

(Signature) **(Signature)**

Michael Embury, Town Manager _____
(Printed name and title) (Printed name and title)

General Terms

RELEASE OF LIENS

Whereas, the undersigned, have furnished labor or materials or both for the execution of work described in a contract named: "
, dated , owned by the Town of North Kingstown, hereinafter called "Owner." Now, therefore, the undersigned, for and in consideration of the property and of other valuable consideration to each of them paid, the receipt whereof is hereby acknowledged, do hereby release and discharge any and all manner of liens, claims and demands whatsoever which the undersigned on any of them now have or might or could have on or against said property of the Owner thereof for work done or materials furnished as aforesaid, or in any other manner, from the commencement of work on said property to the date hereof.

The Contractor also certifies that all of his sub-Contractors and suppliers which have furnished any labor or materials for an amount of $500.00 or more, for said job, have signed this Release of Liens.

The Contractor assumes full responsibility to hold the Town of North Kingstown safe and harmless from any lien for materials and/or labor which might occur from aforesaid work.

IN WITNESS WHEREOF, the undersigned have caused this Release of Liens to be duly executed on the respective dates indicated.

_____ by _____ Date _____
Contractor Authorized Signature

Trade (Supplier) / Company Name / Authorized Signature / Date

_____

_____

_____

_____

Contractor may sign if materials and/or Subcontractors charges are $500.00 or less.

R. I. G. L. 44-1-6 ADDITIONAL COLLECTION POWERS- Nonresident Contractors. – (a) Any person doing business with a nonresident Contractor shall withhold payment of an amount of three percent (3%) of the contract price until thirty (30) days after the Contractor has completed the contract and has requested the tax administrator, in writing, to audit the records for the particular project, a receipted copy of the request to be furnished to the person holding the funds. The tax administrator shall, within thirty (30) days after receipt of the request, furnish to the nonresident Contractor and to the person holding the funds either a certificate of no tax due or a certificate of sales and use tax or income tax withheld, or both, due from the nonresident Contractor.

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

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

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

For further information, please contact the Rhode Island State Tax Administrator at (401) 222-6269; or Al Pugliese – (401) 222-3053.