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# Burrillville School Department

Office of Finance Director  
2300 Broncos Highway  
Harrisville, RI 02830



Tel: 401-568-1301  
Fax: 401-568-1337  
TTY: 800-745-5555  
Voice: 800-745-6575

## REQUEST FOR PROPOSALS OFFICE OF THE BUSINESS MANAGER William L. Callahan School Window Replacements BURRILLVILLE SCHOOL DEPARTMENT

February 12, 2026

THE BURRILLVILLE SCHOOL DEPARTMENT is accepting proposals for window replacements at the William L. Callahan School per the scope of work for the Burrillville School Department.

Request for Proposals forms and Instructions to Proposers are available on the Public Purchase website.

*A Mandatory Pre-Bid is scheduled for February 19, 2026 @ 10:00am at the William L. Callahan School, 75 Callahan School Street, Harrisville, RI 02830*

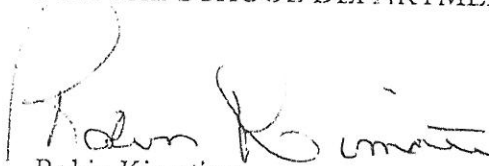
The deadline for submission of and bid opening will be *Thursday, March 12, 2026 at 1:00pm.*

All proposals must be either received by the School Department at the Administration Office, 2300 Bronco Highway, Harrisville, RI 02830, no later than 1:00 pm on Thursday, March 12, 2026, in sealed envelopes, plainly marked with the name of the company submitting the bid and the phrase "*Window Replacement*" or submitted through the public purchase website. Instructions to register on the Public Purchase website can be located on the School Department's website [bsd-ri.net](http://bsd-ri.net).

Failure to submit copies of these forms by the proposal opening time and date will result in forfeiture of rights to bid on this project.

Proposals will be publicly opened and read at *1:00pm on Thursday, March 12, 2026*, at the Administration Office.

FOR THE SCHOOL DEPARTMENT

  
Robin Kimatian  
Business Manager

The Burrillville School Department does not discriminate on the basis of age, sex, sexual orientation, marital status, race, religion, national origin, color, creed, political affiliation or disability in any of its educational programs and activities and in employment and application for employment, as required by Title IX of the Education Amendments of 1972, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI and VII of the Civil Rights Act of 1965, the Age Discrimination Act of 1975, and other federal and state laws that prohibit discrimination. Inquiries regarding non-discrimination policies will be handled by: Director of Pupil Personnel Services (DPPS), 2300 Bronco Highway, Harrisville, RI 02830. Telephone: (401) 568-1301. Email: [non-discriminationinquiries@bsd-ri.net](mailto:non-discriminationinquiries@bsd-ri.net). Inquiries may also be made directly to: Office for Civil Rights (Boston Office), U.S. Department of Education, 500 U.S. Capitol Building, Suite 505, Washington, D.C. 20540. Telephone: (847) 282-4114. Fax: (617) 289-0150. Email: [OCR.Boston@ed.gov](mailto:OCR.Boston@ed.gov). If you require an accommodation to attend a meeting or program at a school, call the DPPS at least two business days in advance of the meeting or program.

**BURRILLVILLE SCHOOL DEPARTMENT**  
**REQUIRED TERMS AND CONDITIONS FOR BIDDERS**

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All proposals must be submitted in sealed envelopes, plainly marked in the lower left-hand corner, with the date and time of opening, the title of work, service, material or equipment to which they relate endorsed thereon. The envelope will be addressed to: **Office of the Business Manager, 2300 Bronco Highway, Harrisville, RI 02830** and will be received by said Office at the proposal opening to be held on **March 12, 2026 at 1:00pm** and at that time publicly opened in the Office of the Business Administrator.

PROPOSALS MUST BE RECEIVED EITHER THROUGH THE PUBLIC PURCHASE WEBSITE OR IN THE BUSINESS OFFICE NO LATER THAN 1:00PM ON THE DAY OF PROPOSAL OPENING. PROPOSALS RECEIVED AFTER 1:00PM WILL NOT BE CONSIDERED.

**IF MAILING YOUR PROPOSAL IN ENVELOPES PROVIDED BY UPS, FEDERAL EXPRESS, ETC., YOUR SEALED AND PROPERLY MARKED PROPOSAL MUST BE CONTAINED IN THE MAILER.**

Proposals must be prepared in conformity with, and shall be based upon and submitted to all requirements of the specifications together with all addenda thereto. Failure to comply with these requisites may result in the proposal being misdirected, opened in error prior to official opening, and possible rejection of the proposal.

The person, firm or corporation making such proposal shall submit the bid in a sealed envelope to the Director of Administration or his/her duly designated representative at the place herein mentioned on or before the hour and day stated on page one hercof, and the envelope shall be endorsed on its face with the name of the person, firm or corporation making such proposal, the date of its presentation and the title of the service, materials, equipment or supplies for which such proposal is made.

The bidder shall insert the price per stated unit and extension against each item in the schedule hereto annexed which he/she proposes to furnish and deliver. In the event of a discrepancy between the unit price and the extension, the unit price will govern. The price inserted must be net and must include delivery charges. Computation must be made of the total amount of the bid for all items bid upon and the total shall be stated in the space provided at the end of the schedule.

Proposals may be withdrawn only on written request received prior to the hour fixed for the opening of proposals. No proposal may be withdrawn during a sixty (60) day period following the opening. Negligence on the part of the bidder in preparing the proposal confers no rights for withdrawal of the proposal after it has been opened.

When a bidder proposes to furnish the equivalent or equal of any article described in the specifications, he/she must submit a letter or memorandum giving full details and the name of the manufacturer of the article that is to be furnished 10 days prior to the bid opening. The contractor may later be required to submit samples before the contract award. If no such information or memorandum is submitted, it shall be taken for granted that the bidder will furnish the article specified and will not submit an equivalent or equal after the bid is opened and recorded.

Time of delivery and/or installation will be considered as a factor in bids.

No charge will be allowed for cases, boxes, carboys, bottles, etc. nor for freight expenses, expressage or cartage. No empty packages, cases, boxes, carboys, bottles, etc. will be returned to the bidder or contractors and none will be paid for by the Burrillville School Department. Such empty cases, boxes, etc. may be removed by the bidder or contractor at their expense.

Deliveries shall be made between the hours of 7:00 a.m. and 2:00 p.m. on weekdays other than Saturdays and holidays, unless otherwise specified. All materials and supplies must be securely packed in uniform containers, adequately marked as to contents, and delivered without damage or breakage in such units as are specified in the schedule.

Each bidder is requested to read carefully the General Requirements to Bidders and the Specifications, since in fairness to those who submit bids properly, bidders will be held to strict compliance with such General Requirements to Bidders and Specifications. The information contained in the specifications is believed to be reasonably correct, but is not to be considered in any way, as a warranty.

All bids received after the designated time as stated in the Notice to Bidders, will not be considered by the Burrillville School District and returned to the bidder unopened. The bidder assumes the risk of any delay in the mail or in the handling of bids by employees of the Burrillville School District whether sent by mail or by means of personal delivery; the bidder assumes the responsibility for having his/her bid deposited at the Business Office of the Burrillville School District.

No bid will be considered from any person whose performance on any previous contract with the Burrillville School District has been unsatisfactory in the opinion of the Burrillville School District.

#### **REJECTION OF PROPOSALS:**

The Burrillville School Department reserves the right to reject the proposal of any bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or who is not in a position to perform the contract, or who has habitually and without just cause, neglected the payment of bills or disregarded its obligations to sub-contractors, material, or employees.

The Burrillville School Department further reserves the right to make an award on an item-by-item basis, or aggregately, OR to reject any and all proposals if it is deemed in the best interest of the School Department. The Burrillville School Department, at its discretion, can waive any technicality, irregularity or informality in proposals whenever such rejection or waiver is in the best interest of the School Department.

Bidders submitting proposals must be prepared to show without a reasonable doubt that they have a suitable financial status to meet all obligations incident to the work, have adequate equipment to properly and expeditiously perform the contract, and that they have appropriated technical experience, and maintain a permanent, regular place of business. It is the responsibility of each bidder to familiarize themselves with the conditions listed herein and all additional requirements and specifications.

All proposals shall be rejected and/or disqualified from consideration for award if there is reason for believing that collusion exists among those submitting proposals. Bidders are hereby notified that the Burrillville School Department reserves the right to reject any proposal submitted for failure to comply with any provisions listed.



Arrangements for viewing opened proposals may be made by calling the Burrillville School Department no sooner than two (2) days after the proposal opening.

It is not the intent of these specifications to limit the bidding to any one manufacturer but it is the intent to define the essential minimum requirements as to quality of materials, construction, finish and overall workmanship. Minor variations from the specified methods and details of construction will be considered by the Owner for acceptability; providing quality, workmanship, economy of operation, maintenance, service and suitability for the purpose for which the equipment is intended, is not impaired. No substitutions for materials specified will be accepted.

The successful bidder must take into consideration that school sessions may be in operation and must be continued as usual during the progress of the work.

The safety of the pupils and teachers requires that nothing shall be done, in any way, to block the passageways in or about the exits themselves. Neither shall there be any unauthorized interference with the free and unobstructed use of hallways, stairways, toilets and rooms. When necessary for mechanics to work in any portion of the premises normally occupied by the school, application must be made, before entering, to the Owner, who will perfect a working agreement with the principal of the school so that work may be carried forward in a manner to interfere as little as possible with the school session. PERMISSION FOR WORKING OVERTIME: No work shall be done on the job before 6:00 a.m. nor after 3:00 p.m.; nor shall any work be done on Saturdays, Sundays or legal holidays unless the successful bidder shall have given the Owner at least 48 hours advance notice in writing.

**REQUIREMENT FOR BIDDERS:** When stated in the specifications:

The bidder must submit the bid proposal on Bid Forms accompanying the specification and must itemize the bid according to the list of items and totals as applicable on separate sheets attached to the Bid Form.

Before submitting a proposal, bidders shall carefully examine the drawings and specifications and further inform themselves as to all existing conditions concerning the solicitation. Should a bidder find any discrepancies in or omissions from the specifications or drawings or have any doubt as to their meaning, the bidder shall notify the Owner who will make clarifications. The bidder shall be responsible for all work on plans as well as in "Equipment Schedule".

Bidder must submit the following data with the proposal.

The successful bidder must, upon request, furnish evidence of financial responsibility.

A list of other installations of similar equipment specified herein, a minimum of 10 which the Owner may easily visit for inspection.

A plan, with elevations, showing any variations in design, arrangement, sizes and the like which bidder proposes to furnish as different from those called for in the specifications.

Cuts of each item proposed as alternate equipment to that specified, with a list of any variation from specified methods and details of construction and from specified designs. The bidder shall state in the proposal the number of days required to complete installation of this equipment from the date of authorization to proceed with the work.

The Burrillville School District may, subject to the following provisions, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

If the contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extensions thereof; or if the contractor fails to perform any of the other provisions of this contract, or fails to make progress such as to endanger performance of this contract in accordance with its terms and in either of these two circumstances does not remedy such failure within a period of 10 days after receipt of notice from the Director of Administration specifying such failure.

In the event the Burrillville School District terminates this contract in whole or in part, the Burrillville School District may procure, upon such terms and in such manner as the School Committee may deem appropriate, supplies or services similar to those so terminated and the contractor shall be liable to the Burrillville School District for any excess costs for such similar supplies or services: Provided, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

The Burrillville School District and all of its facilities are smoke-free. As required by law your employees are not allowed to smoke any where on our facilities. We reserve the right to deduct the cost of clean up of smoking residue caused by contractor employees smoking on campus.

#### **CONDITIONS**

All bids must be in writing and in sealed envelopes delivered to the Office of the Director of Administration, Burrillville School District. No quotes, changes, or amendments to any quotes submitted after that hour and date will be considered. It shall be the sole responsibility of the bidder to deliver his/her quote to the Office of the Director of Administration on or before the closing hour and date.

The bidder is not to separate the instructions, conditions, specifications and bid contract form from the proposal form and must return the same complete.

The bidder will complete the bid contract form.

The bidder agrees to all stipulations noted in the instructions to bidders.

The bidder will supply a complete description of each item bid upon.

**REFERENCES:** The names of at least three (3) client references – preferably school departments in Rhode Island – who have been served by the proposer within the past five (5) years must be submitted with proposal.

**AGENTS:** Proposals signed by an Agent must be accompanied by evidence of his authority.

**TELEGRAPHS/FAX:** Telegraph or Facsimile proposals will NOT be considered.

**SAMPLES:** Samples of items, when required, must be submitted within the time specified and at no expense to the School Department. If not destroyed by testing, they will be returned at bidder's request and expense, unless otherwise specified in the proposal.

**MAILING OF PROPOSAL DOCUMENTS:** Proposal specifications/plans will only be mailed if vendor supplies their carrier's account number. The Burrillville School Department cannot mail proposal documents at the expense of the School Department.

**GENERAL REQUIREMENTS**  
**WLC Window Replacements**  
**BURRILLVILLE SCHOOL DEPARTMENT**

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**PROPOSAL SECURITY:**

(a) Each proposal must be accompanied by a certified check or a proposal bond duly executed by the proposer as Principal and having as surety thereon an approved surety, in the amount of ten percent (10%) of the total amount of the Total Base Proposal as a guarantee that in case a contract is awarded to him/her they will execute such contract. The successful proposer, upon his/her failure or refusal to execute and deliver the contract and bonds required within five (5) days after he/her has received "Notice of Award" indicating the acceptance of his/her proposal, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her proposal.

(b) The surety on the proposal bond must be a corporate surety licensed to sign surety bonds in the State of Rhode Island and also listed by the United States Treasury Department in its latest lists as a qualified surety acceptable to the United States Government. No proposal bonds will be accepted if the amount of the bond is less than ten percent (10%) of the TOTAL BASE PROPOSAL for the contract or if the amount of the bond exceeds the limit for which the United States Treasury Department has qualified the surety any one bond. Deposits accompanying proposals shall be sealed in the proposal envelope.

**REQUIREMENTS OF PERFORMANCE BOND:**

(a) Upon the execution of the contract, the Contractor shall furnish a Performance Bond and a Labor and Material Bond, each in the amount of at least equal to 100 percent of the proposal price as security for faithful performance of the contract and for the payment of all persons performing labor on the project under the contract and furnishing materials in connection with the contract. The surety on the bonds must be a corporate surety and must meet the requirements stated under Proposal Security hereof except that the amount of the bonds may exceed the limit for which the United States Treasury Department has qualified the Surety if the excess is reinsured with surety companies that are qualified on the United States Treasury Department list for an amount equal to the amount of the reinsurance. Written evidence of how any excess suretyship has been placed by the Surety signing the bond must accompany the bond.

(b) If the Contractor is a partnership, the bonds should be signed by each of the individuals who are partners; if a corporation, the bonds should be signed in the correct corporation name by a duly authorized officer, agent or attorney-in-fact. There should be executed an appropriate number of counterparts of the bonds corresponding to the number of counterparts of the contract. Each executed bond should be accompanied by (1) appropriate acknowledgments of the respective parties; (2) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Contractor or Surety; (3) a duly certified extract from by-laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued.

**POWER OF ATTORNEY:**

Attorneys-in-fact who sign proposal bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

### **INSURANCE REQUIREMENTS:**

The contractor shall not commence work under this contract until he has obtained all insurance required under this section and such insurance has been approved by the Owner, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the sub-contractor has been so obtained and approved. Every policy of insurance shall contain a provision that the insurer will give the insured at least five (5) days notice of cancellation from date of receipt of said notice or ten (10) days from the date of mailing.

### **COMPENSATION INSURANCE:**

The Contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his employees employed at the site of the project; and in case any work is sub-let, the Contractor shall require the sub-contractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation statute, the Contractor shall provide and shall cause each sub-contractor to provide for the protection of his employees not otherwise protected.

### **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:**

The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract from claims and damages for personal injury, including accidental death; as well as from claims for property damages which may arise from operations under this contract, whether such operations be by himself or by any subcontractor, or by any one directly or indirectly employed by either of them; and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than \$3,000,000 (three million) for injuries, including accidental death, any one person, and, subject to the same limit for each person, in an amount not less than \$5,000,000 on account of one accident; and an aggregate of \$3,000,000 on account of all accidents. The Contractor shall require similar insurance in such amounts to be taken out and maintained by each sub-contractor.

### **PROOF OF CARRIAGE OF INSURANCE:**

The Contractor shall furnish the Burrillville School Department with satisfactory proof of the insurance required. This proof shall consist of three certificates of each insurer insuring the Contractor or any sub-contractor employed on the project under this contract, which certificates shall contain the following information, except that in the case of Workmen's Compensation Insurance items the following will be sufficient:

- (a) The name and address of the insured.
- (b) The number of the policy and the type or types of insurance in force thereunder on the date borne by such certificate.
- (c) The expiration date of the policy and the limit or limits of liability thereunder on the date borne by such certificate.



- (d) A statement that the insurance of the type afforded by the policy applies to all the operations on and at the site of the project which are undertaken by the insured during the performance of his contract or sub-contract.
- (e) A statement as to the exclusions of the policy, if any.
- (f) A statement showing the method of cancellation provided for by the policy. If cancellation may be affected by the giving of notice to the insured by the insurer, the policy shall provide for the lapse of such a number of days following the giving of such notice that in the ordinary course of transmission the insured will have actually received such notice at least five (5) days before the cancellation becomes effective.

#### TIME OF COMPLETION:

- (a) It is hereby understood and mutually agreed by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder 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 ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for completion of the same, 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 within any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay as liquidated damages to the Owner the amount specified in the contract, as herein before 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 Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained by the Owner from current periodical payments.
- (e) It is further agreed that time is of the essence for each and every portion of this contract and of the specifications wherein 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 essence of this contract. Provided, that the Contractor shall not be charged with the liquidated damages or any excess cost when the delay in completion of the work is due:
  - (1) To any preference, priority or allocation order duly issued by the Government, subsequent to date of contract.

- (2) To unforeseeable cause 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, acts of the Owner, acts of another Contractor in the performance of a contract with Owner, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather.
- (3) To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (1) and (2) of this article.

PROVIDED FURTHER, that the Contractor shall, within ten (10) days from the beginning of such 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, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

**NOTICE OF WARNING:**

If the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or refuse or fail to supply enough properly skilled workmen or proper materials, or refuse or fail to prosecute the work or any part thereof in accordance with the Contract Documents or with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or fail to complete the work within said period or fail or refuse to regard laws, ordinance, codes, instructions of the Owner, then the Owner shall forward by registered mail to the Contractor at the address given in the contract, a Notice of Warning and in the event the Contractor fails to comply with said Notice of Warning within five (5) days from receipt thereof, the Owner shall have the right to terminate the contract.

**TERMINATION OF CONTRACT:** If,

- (a) The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors, or
- (b) A receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within twenty (20) days after such appointment, or the proceedings in connections therewith shall not be stayed on appeal within the said twenty (20) days, or
- (c) The Contractor shall abandon the work, or
- (d) The Contractor shall fail to make prompt payment to persons supplying labor or materials for the work after Notice of Warning from the Engineer, or Facilities Manager, or
- (e) The Contractor shall refuse or fail, after Notice of Warning from the Engineer to supply enough properly skilled workmen or proper materials or proper workmanship, or shall unnecessarily or unreasonably delay the work, or
- (f) The Contractor shall refuse or fail after Notice of Warning from the Engineer to prosecute the work or any part thereof in accordance with the Contract Document, or
- (g) The Contractor shall refuse or fail after Notice of Warning from the Engineer to prosecute the work or any part thereof with such diligence as will insure its completion within the period



herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or

- (h) The Contractor shall fail or refuse after Notice of Warning from the Engineer to regard laws, ordinances or the instructions of the Owner or Engineer or otherwise be guilty of a substantial violation of any provision of the contract then and in such event, the Owner without prejudice to any other rights or remedy, may with seven (7) days Notice to the Contractor terminate the employment of the Contractor and his right to proceed either as to the entire work, or at the option of the Owner as to any portion thereof as to which delay shall have occurred, and may take possession of the work and such materials and supplies as may be on the site of the work and may complete the work by contract or otherwise, as the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative, engineering and inspection services and any damages for delay) such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his Sureties shall be liable to the Owner for such excess.

#### WAGE RATES:

- (a) All Proposers must comply with the State of Rhode Island requirements as to conditions of employment to be observed and prevailing wage rates to be paid under the contract as on file in the Rhode Island Department of Labor, Office of the Director, ALL terms, conditions and provisions of Chapters 12 and 13 of Title 37, General Laws of Rhode Island, 1956, as amended, shall apply to all proposers, and the provisions of said Chapters 12 and 13 of Title 37, General Laws of Rhode Island, 1956, as amended, are incorporated herein by reference thereto.
- (b) If, after the award of the contract, it becomes necessary to employ any person in a trade or occupation not classified in the above list, such person shall be paid at not less than a rate to be determined by the same authority which established the other wage rates for this contract. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. The Contractor shall notify the Owner of his intention to employ persons in trades or occupations not classified in sufficient time for the Owner to obtain approved rates for such trades or occupations.
- (c) The foregoing specified wage rates are minimum rates only, and the Owner will not consider any claims for additional compensation made by the Contractor because of payment by the Contractor of any wage rate in excess of the applicable rate contained in this contract. All disputes in regard to the payment of wages in excess of those specified in this contract shall be adjusted by the Contractor.
- (d) Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the project under this Contract shall be decided by the Owner's governing body or other duly designated official.

#### TAXES:

The Proposer's attention is called to the fact that certain taxes, including Federal, excise and/or Rhode Island Use Taxes are not applicable to the Burrillville School Department.

**LAWS AND ORDINANCES:**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, County, Municipal, or otherwise).

In accordance with RI Gen. Law §37-14.1-1, it is the policy of the State of Rhode Island to support the fullest possible participation of firms owned and controlled by minorities (MBEs). Pursuant to §§37-14.1-2 and 37-14.1-6, MBE's and WBEs shall be included in all state purchasing, including, but not limited to, the procurement of goods, services, construction projects, or contracts funded in whole or in part with state funds, or funds which, in accordance with a federal grant or otherwise, the state expends or administers. MBEs and WBEs shall be awarded a minimum of ten percent (10%) of the dollar value of the entire procurement or project. MBE participation credit shall only be granted for firms duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity, MBE Compliance Office (MBECO). The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php> or by contacting MBECO at (401) 574-8670.

**INSPECTION OF THE JOB SITE:**

The Contractor shall visit the job site, measure, and verify all dimensions prior to ordering or fabricating any items required. The Contractor shall be totally familiar with the space where work is to take place and use this information when ordering or fabricating the items required.

The Contractor shall include everything obtained from the site visit in his proposal, and the proposal shall reflect a functional product as described within these specifications and on any attached drawings.

The Contractor is to verify the condition, make or type of all existing material prior to procuring materials for installation.

**(SITE VISIT PRIOR TO PROPOSAL SUBMITTAL IS HIGHLY RECOMMENDED)**

**CONDITIONS AFFECTING THE WORK:**

It will be the responsibility of the Contractor and Subcontractors to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and familiarize themselves with conditions, including other work, if any, being performed. Failure to do so will in no way relieve the successful Contractor from the necessity of furnishing any materials or performing any work that may be required to carry out the contract in accordance with the true intent and meaning of the specifications without additional cost to the Burrillville School Department.

**SHOP DRAWINGS:**

(a) Upon contract award, the Contractor shall submit promptly to the Owner three (3) copies of each shop or setting drawing. After examination of such drawings by the Owner and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the

Owner with three 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 notified the Owner in writing of any deviations at the time he furnishes such drawings.

No separate payment will be made for any of the work items described in this section of the specification. Compensation for such work shall be considered to be included in the prices proposal for other items of the proposal.

**OPERATING AND MAINTENANCE BROCHURES:**

The successful bidder shall furnish the Owner with all applicable operating and maintenance brochures for all equipment and accessories purchased by the Burrillville School District.

**PERMITS:**

The Contractor's attention is directed to any phase of the work wherein the authority for permits is vested in private companies, corporations or in Federal, State, County or municipal agencies. He shall familiarize himself with the procedure in securing such permits and approval as are necessary and accept full responsibility for obtaining the same and pay the cost and expense thereof.

**ALL WORK SUBJECT TO CONTROL OF ENGINEER:**

In the performance of the work, the Contractor shall abide by all orders, directions, and requirements, and shall perform all work to the satisfaction of the Facilities Manager of the Burrillville School Department or his duly authorized representative, and at such time and places, by such methods, and in such manner and sequence as he may require. The Manager shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret any plans, specifications, contract documents and any extra work orders, and shall decide all other questions in connection with the work.

**SUPERINTENDENT BY CONTRACTOR:**

The Contractor will employ at the site of the work, during the entire performance thereof a competent superintendent and any necessary assistants who shall be satisfactory to the Manager and who shall not be changed except with the consent of the Manager, unless he shall cease to be in the employ of the Contractor. Such superintendent shall represent and have full authority to act for the Contractor in his absence, and all directions given such superintendents shall be as binding as if given to the Contractor.

IMPORTANT DIRECTIONS shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Contractor shall give efficient supervision to the work, using his best skill and attention. He shall carefully study the specifications and other instructions and shall at once report to the Manager any error, inconsistency or omission which he may discover.

**ACCIDENT PREVENTION:**

Precaution shall be exercised at all times for the protection of persons, including employees and property. The safety provisions of applicable laws, building and construction codes shall be observed.

Machinery equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the manual "Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

**GUARANTEE OF WORK:**

The Contractor shall guarantee his work for one year after the contract work is completed. The guarantee shall be considered as a part of the contract. No extra compensation shall be paid for defective work that is to be corrected. All guarantees and warranties given by manufacturers for materials used shall be turned over to the Manager at the time of final inspection.

**INSPECTION/ACCEPTANCE:**

All materials, workmanship and equipment shall be subject to the inspection and approval of the Manager. All work unsatisfactorily performed shall be promptly corrected and made acceptable to the Burrillville School Department.

Acceptance of all work will be effective only upon completion of a successful joint inspection by the Contractor and the Manager. It shall be the Contractor's responsibility to contact the Manager to schedule a mutually agreeable time for this final inspection.

**SUMMARY:**

It is the intent of the Burrillville School Department that the awarded contractor will coordinate all phases of the project. The General Contractor/Project Manager will be the contact person with the Facilities Manager. All subcontractors will work through the General Contractor/Project Manager, not directly with the Facilities Manager.

## BID FORM

**PROJECT:** Burrillville School Department

William L. Callahan School  
75 Callahan School Street  
Harrisville RI 02830

**DATE:** March 12, 2026

**TO:** Administration - Burrillville School Department  
2300 Bronco Hwy, Harrisville RI 02830

Pursuant to and in compliance with the "Request for Proposals" dated February 12, 2026 the undersigned,

(Name of Firm) \_\_\_\_\_

having visited the site, familiarized him/ herself with the conditions present and carefully examined all Contract Documents (Invitation to Bid, Request for Proposal, Bid Package Scope of Work, Supplemental Instructions, complete Specifications and Drawings together with all Addenda) issued and received prior to closing time for receipt of bids as prepared by Burrillville School District, Torraro Architects and their consultants and Downes Construction Company, LLC hereby offers and agrees as follows:

To provide all labor, materials, equipment, tools, transportation, supervision, appurtenances and services required to diligently perform all work in connection with the above referenced project to the satisfaction of the Architect, Engineer Consultants, Owners Project Manager and Owner, specifically including the following Bid Package for the lump sum price as follows:

|                                                                                                     |                                   |
|-----------------------------------------------------------------------------------------------------|-----------------------------------|
| <b>BID PACKAGE # AND DESCRIPTION:</b>                                                               | Bid Package #2 Window Replacement |
| <b>The undersigned hereby states that all work will be completed for the lump sum of</b>            |                                   |
| <b>Words:</b>                                                                                       |                                   |
| <b>\$</b>                                                                                           |                                   |
| (Show amount in both words and figures. In case of discrepancy, amount shown in words will govern.) |                                   |
| Breakout cost of 100% Performance and Payment bonds<br>Included in Lump Sum:                        | <b>\$</b>                         |

We further agree that this price is all-inclusive and that all contract documents have been reviewed and that every question, conflict or issue has been addressed to our satisfaction. Therefore, no change orders will be issued unless unforeseen conditions are encountered or the owner or owner's representatives revise the scope of the work.



## BID FORM

A. The bid includes the Addenda listed below:

| Addendum # | Dated | Addendum # | Dated |
|------------|-------|------------|-------|
|            |       |            |       |
|            |       |            |       |
|            |       |            |       |

B. Alternate pricing is proposed as follows: Indicate N/A in any blank spaces. (See Specifications for full descriptions of alternates)

| Alt. # | Description | Trades Affected | Amount |
|--------|-------------|-----------------|--------|
| 1      |             |                 |        |

C. Allowances are included in the base bid as follows as requested in the Bid Package Scope of Work. The undersigned bidder acknowledges that OH&P for these allowances are NOT included in the allowance but rather in the base bid separately. Unit Prices that may be used to arrive at allowances shall be valid for the life of the project. Un-used portions of allowances will be credited by deduct change order a project conclusion. (Refer to individual Bid Package Scopes of Work for allowances to be included in the lump sum bid)

| Allowance | Description | Quantity | Unit Price | Amount |
|-----------|-------------|----------|------------|--------|
| NA        |             |          |            |        |

D. Unit pricing is proposed as follows: Unit Prices shall remain valid for the life of project. Include all costs for a complete installation and/or removal. All unit prices will be used for Adds or Deducts from the contract price and are to include all overhead, profit, insurance, bonds, etc. Indicate N/A in any blank spaces. (Refer to Bid Package Scope of Work for additional information)

| Unit Price# | Description | Price |
|-------------|-------------|-------|
| NA          |             |       |
|             |             |       |

## BID FORM

E. Labor rates are proposed as follows: Indicate N/A in any blank spaces. (Rates shall be valid for the life of the project and be inclusive of insurance, fringes, taxes & OH&P etc) (Attach Separate Breakdown Sheet). All rates are subject to approval by the Owner.

| Labor Classification / Trade           | Straight Time | Time & one half | Double Time |
|----------------------------------------|---------------|-----------------|-------------|
| <b>**PROVIDE SEPARATE ATTACHMENT**</b> |               |                 |             |

F. Equipment rates are proposed as follows: Indicate N/A in any blank spaces. (Rates shall be valid for the life of the project and be inclusive of insurance, fringes, taxes & OH&P etc)

| Equipment Rates                        | Straight Time | Time & one half | Double Time |
|----------------------------------------|---------------|-----------------|-------------|
| <b>**PROVIDE SEPARATE ATTACHMENT**</b> |               |                 |             |

H. TIME OF COMPLETION: We agree that the Work of the Contract shall begin within ten (10) calendar days after receipt of Notice of Intent to Award. Scheduling and allocation of manpower to accomplish the work shall be in conformance with the Phasing Diagrams, Site Logistics and the Contract Documents.

I. BID ACCEPTANCE: We agree that this proposal shall not be withdrawn for a period of 90 calendar days after the date of submittal. We understand that the owner reserves the right to accept or reject any or all bids and to waive any informality on the bidding process.

J. CONTRACT EXECUTION: Upon notification of acceptance of this proposal, we shall execute a formal contract (AIA) within ten (10) calendar days of the receipt of the agreement.

We shall furnish a Performance Bond and Labor and Material Payment Bond in the full amount of the Contract with ten (10) days of receiving a notice to proceed/letter of intent.

K. OTHER REQUIREMENTS: It is understood that the Owner reserves the right to accept or reject any and all bids that the Owner deems to be in his best interest.

By submission of this proposal, the undersigned acknowledges that they have read the job narrative and schedule requirements and agrees to provide sufficient staff and organization and to select subcontractors and suppliers to comply with the requirements for submittals, delivery dates, work periods and completion dates as specified.

### TRADE CONTRACTOR UPDATE STATEMENT

1. The undersigned company has been in business under its present name for \_\_\_\_\_ years.
2. The undersigned company has had \_\_\_\_\_ years' experience in construction work similar to that described in the bid documents for this project.

## BID FORM

3. List below the construction projects the undersigned company currently has under contract as of this date:

| Contract Sum | Class of Work | Percent Complete | Name & Address of Owner |
|--------------|---------------|------------------|-------------------------|
|              |               |                  |                         |
|              |               |                  |                         |
|              |               |                  |                         |
|              |               |                  |                         |

4. List below a minimum of three (3) projects the undersigned company has performed in the past five (5) years which are representative of this project (similar size and nature) and would qualify you for this work, Failure to comply shall result in bid rejection:

| Contract Sum | Class of Work | Percent Complete | Name & Address of Owner |
|--------------|---------------|------------------|-------------------------|
|              |               |                  |                         |
|              |               |                  |                         |
|              |               |                  |                         |
|              |               |                  |                         |

5. Provide the names of the Project Manager and Field Superintendent/Foreman the Contractor will use on this Project. On a separate sheet briefly summarize their experience.

Project Manager: \_\_\_\_\_

Field Superintendent/Foreman: \_\_\_\_\_

6. State the name of your insurance carrier and the A.M. Best & Company rating of your insurance carrier.

Insurance Carrier: \_\_\_\_\_

Rating: \_\_\_\_\_

7. State the general liability rate of your firm in the interstate and intrastate workers' compensation experience modification rate for your firm for the three (3) years.

General liability rate: \_\_\_\_\_

Workers' Compensation Experience Modification Rate: \_\_\_\_\_

---

## BID FORM

### L. ENCLOSURES:

Included with this proposal are the following:

1. Non-Collusion Affidavit;
2. Proof of Insurance in accordance with Contract Requirements;
3. Acknowledgement of surety regarding ability to provide bonds;
4. Workman's Compensation Experience Modification Factor (EMR) form from insurer;

The undersigned hereby certifies that he/she is able to furnish all labor, material and equipment necessary to complete the work as directed and/or described in the Contract Documents and to work in harmony with all other elements of labor employed or to be employed on the work.

\_\_\_\_\_  
Bidders Company Name

\_\_\_\_\_  
Individual

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The Bidder is a/an (individual)(partnership)(corporation). Names and titles of other officers or partners are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(for corporation, give the State of Incorporation and affix the corporate seal)

**Burrville School District**  
**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

Being fully sworn deposes and says:

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

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
BY

\_\_\_\_\_  
Signature of Bidder if the Bidder is an individual

\_\_\_\_\_  
Signature of Bidder if the Bidder is a partnership

\_\_\_\_\_  
Signature of Bidder if the Bidder is a corporation

Subscribed & Sworn before me this

\_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.

My commissions expires

\_\_\_\_\_.



SECTION 00 04 50 LETTER OF INTENT

Burrillville School District

SECTION 000450 - LETTER OF INTENT

TO: Administration – Burrillville School Department  
2300 Bronco Highway  
Harrisville, RI 02830

FOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Gentlemen:

This is to advise you that the \_\_\_\_\_  
(Legal Name of Surety)

who is authorized to do business in the State of Rhode Island, is prepared to execute a Performance Bond and Labor and Material Payment Bond, AIA Document A312, each in the amount of 100 percent of the Contract, for the \_\_\_\_\_  
(Legal Name of General Bidder)

should they be awarded a contract for the construction of the \_\_\_\_\_.

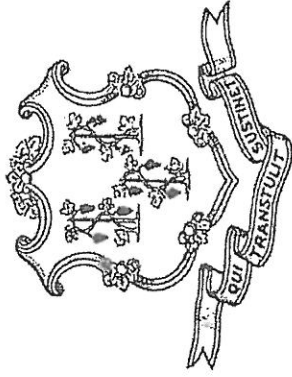
\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_  
(Authorized Representative)

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

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

END OF SECTION 000450



Opportunity \* Guidance \* Support



# THIS IS A PUBLIC WORKS PROJECT

Covered by the

## PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages  
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

STATUTE 31-55a

- SPECIAL NOTICE -

To: All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

*Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an 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, 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, effective each July first.*

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us). For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

**Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions.** (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

## Informational Bulletin

### THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is [http://www.osha.gov/fso/ote/training/edcenters/fact\\_sheet.html](http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html);
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;



- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

November 29, 2006

## Notice

### **To All Mason Contractors and Interested Parties Regarding Construction Pursuant to Section 31-53 of the Connecticut General Statutes (Prevailing Wage)**

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

#### **Forklift Operator:**

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.

- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

*Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.*

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

STATUTE 31-55a

- SPECIAL NOTICE -

To: All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

*Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an 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, 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, effective each July first.*

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us). For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM  
Construction Manager at Risk/General Contractor/Prime Contractor

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the \_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Street  
\_\_\_\_\_  
City

and all of its subcontractors will pay all workers on the

\_\_\_\_\_  
Project Name and Number  
\_\_\_\_\_  
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

\_\_\_\_\_  
Signed

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Return to:

Connecticut Department of Labor  
Wage & Workplace Standards Division  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

Rate Schedule Issued (Date): \_\_\_\_\_

**Minimum Rates and Classifications for  
Building Construction**

ID#: 21-29909

**Connecticut Department of Labor  
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: Newtown

Project Town: Newtown

State#: Newtown

FAP#: Newtown

Project: Hawley Elementary School Air Quality Improvements (Newtown)

| CLASSIFICATION                                                                                                                                                                                                   | Hourly Rate | Benefits  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------|
| 1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7** |             |           |
| 1c) Asbestos Worker/Heat and Frost Insulator                                                                                                                                                                     | 43.72       | 30.99     |
| 2) Boilermaker                                                                                                                                                                                                   | 38.34       | 26.01     |
| 3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons                                                                                                                               | 36.18       | 34.59 + a |
| 3b) Tile Setter                                                                                                                                                                                                  | 34.9        | 25.87     |
| 3c) Terrazzo Mechanics and Marble Setters                                                                                                                                                                        | 31.69       | 22.35     |
| 3d) Tile, Marble & Terrazzo Finishers                                                                                                                                                                            | 26.7        | 21.75     |
| 3e) Plasterer                                                                                                                                                                                                    | 33.48       | 32.06     |
| -----LABORERS-----                                                                                                                                                                                               |             |           |
| 4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.                                                                                             | 31.5        | 23.25     |
| 4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).                                                   | 31.75       | 23.25     |

Project: Hawley Elementary School Air Quality Improvements (Newtown)

|                                                                                                                                                                                                                                                                                                                   |       |                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------------------|
| 4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).                                                                                                                                                    | 32.0  | 23.25                  |
| 4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80. | 32.5  | 23.25                  |
| 4d) Group 5: Air track operator, sand blaster and hydraulic drills.                                                                                                                                                                                                                                               | 32.25 | 23.25                  |
| 4e) Group 6: Blasters, nuclear and toxic waste removal.                                                                                                                                                                                                                                                           | 34.5  | 23.25                  |
| 4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).                                                                                                                                                                                  | 32.5  | 23.25                  |
| 4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.                                                                                                                                                                                                                                    | 29.78 | 23.25                  |
| 4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.                                                                                                                                                                                                                                       | 29.24 | 23.25                  |
| 4i) Group 10: Traffic Control Signalman                                                                                                                                                                                                                                                                           | 18.0  | 23.25                  |
| 5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.                                                                           | 35.57 | 25.65                  |
| 5a) Millwrights                                                                                                                                                                                                                                                                                                   | 35.64 | 26.49                  |
| 6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)                                                                                                                                                                                            | 40.4  | 30.07+3% of gross wage |
| 7a) Elevator Mechanic (Trade License required: R-1,2,5,6)                                                                                                                                                                                                                                                         | 56.96 | 35.825+a+b             |
| -----LINE CONSTRUCTION-----                                                                                                                                                                                                                                                                                       |       |                        |
| Groundman                                                                                                                                                                                                                                                                                                         | 26.5  | 6.5% + 9.00            |
| Linemen/Cable Splicer                                                                                                                                                                                                                                                                                             | 48.19 | 6.5% + 22.00           |
| 8) Glazier (Trade License required: FG-1,2)                                                                                                                                                                                                                                                                       | 39.98 | 22.90 + a              |

As of: December 21, 2021



|                                                                                   |       |           |
|-----------------------------------------------------------------------------------|-------|-----------|
| 9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection | 38.17 | 38.02 + a |
|-----------------------------------------------------------------------------------|-------|-----------|

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 ----OPERATORS----
 

---

|                                                                                                                                                                                                                                                                                                                                                                                                                                      |       |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|
| Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)                                                                                                                                                                                                           | 43.88 | 25.80 + a |
| Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)                                                                                                                                                                                                                                             | 43.53 | 25.80 + a |
| Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required) | 42.72 | 25.80 + a |
| Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).                                                                                                                                                                                                                                                                                                         | 42.3  | 25.80 + a |
| Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24                                                                                                                                                                                      | 41.65 | 25.80 + a |
| Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.                                                                                                                                                                                                                                                                                                                                 | 41.65 | 25.80 + a |
| Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).                                                                                                                                                                                                                                                                                                                                                    | 41.31 | 25.80 + a |
| Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24                                                                                                                                                                                                                                                                           | 40.94 | 25.80 + a |
| Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.                                                                                                                                                                                                                                                                                      | 40.51 | 25.80 + a |
| Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).                                                                                                                                                                                                                                             | 40.04 | 25.80 + a |
| Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.                                                                                                                                                                                                                                                                                                                                                                | 37.81 | 25.80 + a |
| Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.                                                                                                                                                                                                                                                                                                                                   | 37.81 | 25.80 + a |

|                                                                                                                              |       |           |
|------------------------------------------------------------------------------------------------------------------------------|-------|-----------|
| Group 12: Wellpoint operator.                                                                                                | 37.74 | 25.80 + a |
| Group 13: Compressor battery operator.                                                                                       | 37.11 | 25.80 + a |
| Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).                                               | 35.87 | 25.80 + a |
| Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.                 | 35.43 | 25.80 + a |
| Group 16: Maintenance Engineer/Oiler.                                                                                        | 34.72 | 25.80 + a |
| Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.                | 39.42 | 25.80 + a |
| Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).                | 36.77 | 25.80 + a |
| -----PAINTERS (Including Drywall Finishing)-----                                                                             |       |           |
| 10a) Brush and Roller                                                                                                        | 36.42 | 22.90     |
| 10b) Taping Only/Drywall Finishing                                                                                           | 37.17 | 22.90     |
| 10c) Paperhanger and Red Label                                                                                               | 36.92 | 22.90     |
| 10e) Blast and Spray                                                                                                         | 39.42 | 22.90     |
| 11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)                      | 45.83 | 33.50     |
| 12) Well Digger, Pile Testing Machine                                                                                        | 37.26 | 24.05 + a |
| Roofer: Cole Tar Pitch                                                                                                       | 43.0  | 20.05 + a |
| Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing                                                | 41.5  | 20.05 + a |
| 15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)                          | 47.52 | 44.20     |
| 16) Pipefitter (Including HVAC work)<br>(Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9) | 45.83 | 33.50     |

-----TRUCK DRIVERS-----

|                                                                                                                                |       |           |
|--------------------------------------------------------------------------------------------------------------------------------|-------|-----------|
| 17a) 2 Axle                                                                                                                    | 30.16 | 27.16 + a |
| 17b) 3 Axle, 2 Axle Ready Mix                                                                                                  | 30.27 | 27.16 + a |
| 17c) 3 Axle Ready Mix                                                                                                          | 30.33 | 27.16 + a |
| 17d) 4 Axle, Heavy Duty Trailer up to 40 tons                                                                                  | 30.39 | 27.16 + a |
| 17e) 4 Axle Ready Mix                                                                                                          | 30.44 | 27.16 + a |
| 17f) Heavy Duty Trailer (40 Tons and Over)                                                                                     | 30.66 | 27.16 + a |
| 17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids) | 30.44 | 27.16 + a |
| 18) Sprinkler Fitter (Trade License required: F-1,2,3,4)                                                                       | 47.55 | 26.60 + a |
| 19) Theatrical Stage Journeyman                                                                                                | 25.76 | 7.34      |

*Welders: Rate for craft to which welding is incidental.*

*\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

*\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate*

**ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:**

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)**
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson**
- 3) Cranes (under 100 ton rated capacity)**

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

*The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.*

*Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.*

*It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.*

*The annual adjustments will be posted on the Department of Labor's Web page: [www.ct.gov/dol](http://www.ct.gov/dol). For those without internet access, please contact the division listed below.*

*The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.*

*All subsequent annual adjustments will be posted on our Web Site for contractor access.*

*Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.*

**Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage**

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

Project: Hawley Elementary School Air Quality Improvements (Newtown)

--Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

**Important Information:**

For use with Building, Heavy/Highway, and Residential

Welders: Rate for craft to which welding is incidental.

\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.

\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate.

**ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:**

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson
- 3) Cranes (under 100 ton rated capacity)

**Crane with boom including jib, 150 feet - \$1.50 extra.**

**Crane with boom including jib, 200 feet - \$2.50 extra.**

**Crane with boom including jib, 250 feet - \$5.00 extra.**

**Crane with boom including jib, 300 feet - \$7.00 extra.**

**Crane with boom including jib, 400 feet - \$10.00 extra.**

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

- Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of one apprentice in a specific trade.

**Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work**

- The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.
- Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.
- The annual adjustments will be posted on the Department of Labor's Web page: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us).
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.
- All subsequent annual adjustments will be posted on our Web Site for contractor access.



**Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage.**

- All Persons who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.
- All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)
- Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

***Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.***

# I AIA Document A104™ - 2017

## ***Standard Abbreviated Form of Agreement Between Owner and Contractor***

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

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

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

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

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

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:42:54 ET on 12/07/2018 under Order

## TABLE OF ARTICLES

|    |                                                  |
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## EXHIBIT A DETERMINATION OF THE COST OF THE WORK

### ARTICLE 1 THE WORK OF THIS CONTRACT

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

### ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:  
(Check one of the/allowing boxes.)

☐ The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

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

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

### **§2.3 Substantial Completion**

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

*(Check the appropriate box and complete the necessary information.)*

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

By the following date:

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

**Portion of Work**

**Substantial Completion Date**

**§2.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

## **ARTICLE 3 CONTRACT SUM**

**§3.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

*(Check the appropriate box.)*

Stipulated Sum, in accordance with Section 3.2 below

Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

*(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)*

**§3.2** The Stipulated Sum shall be (\$ ), subject to additions and deductions as provided in the Contract Documents.

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

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

**§3.2.2** Unit prices, if any:

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

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

§ 3.2.3 Allowances, if any, included in the stipulated sum:  
(identify each allowance.)

| Item | Price |
|------|-------|
|------|-------|

### § 3.3 Cost of the Work Plus Contractor's Fee

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision/or determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

### § 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision/or determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

### § 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$ ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.  
(Insert specific provisions if the Contractor is to participate in any savings.)

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4.3.3 Unit Prices, if any:

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

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

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:

(identify each allowance.)



Item

Price

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:

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

#### ARTICLE 4 PAYMENT

##### §4.1 Progress Payments

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

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

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

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:  
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)*

§ 4.1.5 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.)*

%

##### §4.2 Final Payment

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

Init.

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

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

## ARTICLE 5 DISPUTE RESOLUTION

### § 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Section 21.6 of this Agreement

Litigation in a court of competent jurisdiction

Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

## ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104TI-L2Q17, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203<sup>1</sup> 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

§ 6.1.3 The Supplementary and other Conditions of the Contract:

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

§ 6.1.4 The Specifications:

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

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

§ 6.1.5 The Drawings:

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

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

§ 6.1.6 The Addenda, if any:

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

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

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

.1 Other Exhibits:

(Check all boxes that apply.)

Exhibit A, Determination of the Cost of the Work.

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

☐ The Sustainability Plan:

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

☐ Supplementary and other Conditions of the Contract:

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

.2 Other documents, if any, listed below:

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

## ARTICLE 7 GENERAL PROVISIONS

### § 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

### § 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be

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construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

### **§ 7.3 The Work**

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

### **§ 7.4 Instruments of Service**

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

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

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

**§ 7.5.2** The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### **§ 7.6 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### **§ 7.7 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

### **§ 7.8 Severability**

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

### **§ 7.9 Notice**

**§ 7.9.1** Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(if other than in accordance with AIA Document A104-2017, insert requirements for delivering Notice in electronic form such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

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

#### **§ 7.10 Relationship of the Parties**

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

### **ARTICLE 8 OWNER**

#### **§ 8.1 Information and Services Required of the Owner**

**§ 8.1.1** Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

**§ 8.1.2** The Owner shall furnish all necessary surveys and a legal description of the site.

**§ 8.1.3** The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 8.1.4** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

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

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

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

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.



## ARTICLE 9 CONTRACTOR

### § 9.1 Review of Contract Documents and Field Conditions by Contractor

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

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

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

### § 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

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

### § 9.3 Labor and Materials

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

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

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

### § 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

### § 9.5 Taxes

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

### § 9.6 Permits, Fees, Notices, and Compliance with Laws

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

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### § 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

### § 9.8 Contractor's Construction Schedules

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

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

### § 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract



Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

#### **§9.10 Use of Site**

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

#### **§ 9.11 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

#### **§ 9.12 Cleaning Up**

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

#### **§ 9.13 Access to Work**

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

#### **§ 9.14 Royalties, Patents and Copyrights**

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

#### **§ 9.15 Indemnification**

**§ 9.15.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

**§ 9.15.2** In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

### **ARTICLE 10 ARCHITECT**

**§ 10.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

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

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

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

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

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

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

## ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

## **ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

## **ARTICLE 13 CHANGES IN THE WORK**

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

## **ARTICLE 14 TIME**

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

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

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

§14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

## ARTICLE 15 PAYMENTS AND COMPLETION

### §15.1 Schedule of Values

§15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

### §15.2 Control Estimate

§15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§15.2.2 The Control Estimate shall include:

1. the documents enumerated in Article 6, including all Modifications thereto;
2. a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
3. a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
4. a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
5. a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.



### **§15.3 Applications for Payment**

**§15.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§15.3.2** With each Application for Payment where the Contract Sum is based upon the Cost of the Work or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

**§15.3.3** Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

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

### **§15.4 Certificates for Payment**

**§15.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

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

**§15.4.3** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

.1 defective Work not remedied;

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

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

## § 15.5 Progress Payments

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

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

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

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

## § 15.6 Substantial Completion

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

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

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

### **§15.7 Final Completion and Final Payment**

**§15.7.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 15.7.2** Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

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

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

## **ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY**

### **§16.1 Safety Precautions and Programs**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

### **§ 16.2 Hazardous Materials and Substances**

**§ 16.2.1** The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and



Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 16.2.2** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

## **ARTICLE 17 INSURANCE AND BONDS**

### **§ 17.1 Contractor's Insurance**

**§ 17.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

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

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

**§ 17.1.3** Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than (\$ ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ 17.1.4** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 17.1.5** Workers' Compensation at statutory limits.

**§ 17.1.6** Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

**§ 17.1.14 Other Insurance Provided by the Contractor**

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

**Coverage**

**Limits**

**§ 17.2 Owner's Insurance**

**§ 17.2.1 Owner's Liability Insurance**

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

**§ 17.2.2 Property Insurance**

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section

17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

#### § 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any

applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

#### § 17.2.3 Other Insurance Provided by the Owner

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

#### Coverage

#### Limits

#### § 17.3 Performance Bond and Payment Bond

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

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

#### ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

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

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

#### ARTICLE 19 MISCELLANEOUS PROVISIONS

##### § 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

##### § 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

### § 19.3 Tests and Inspections

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

### § 19.4 The Owner's representative:

*(Name, address, email address and other information)*

### § 19.5 The Contractor's representative:

*(Name, address, email address and other information)*

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

## ARTICLE 20 TERMINATION OF THE CONTRACT

### § 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

### § 20.2 Termination by the Owner for Cause

#### § 20.2.1 The Owner may terminate the Contract if the Contractor

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

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may



finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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

#### § 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

*(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)*

### ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.1.1 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

#### § 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

#### § 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

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



stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§21.6** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

**§ 21.8** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

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

**§ 21.10 Continuing Contract Performance**

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§21.11 Waiver of Claims for Consequential Damages**

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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

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

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

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

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

"General Decision Number: RI20250001 12/12/2025

Superseded General Decision Number: RI20240001

State: Rhode Island

Construction Types: Building, Heavy (Heavy and Marine) and Highway

Counties: Rhode Island Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) HEAVY, HIGHWAY AND MARINE CONSTRUCTION PROJECTS

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/03/2025       |
| 1                   | 03/07/2025       |
| 2                   | 03/14/2025       |
| 3                   | 05/16/2025       |
| 4                   | 06/13/2025       |
| 5                   | 07/04/2025       |
| 6                   | 07/25/2025       |
| 7                   | 08/08/2025       |
| 8                   | 08/22/2025       |
| 9                   | 09/05/2025       |
| 10                  | 10/03/2025       |
| 11                  | 11/21/2025       |
| 12                  | 12/12/2025       |

ASBE0006-006 09/01/2024

|                                                                                                                                                                                                                                               | Rates    | Fringes |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| HAZARDOUS MATERIAL HANDLER<br>(Includes preparation,<br>wetting, stripping, removal<br>scrapping, vacuuming, bagging<br>& disposing of all insulation<br>materials, whether they<br>contain asbestos or not, from<br>mechanical systems)..... | \$ 49.91 | 36.63   |

ASBE0006-008 09/01/2024

|                                                                                                                                                                            | Rates | Fringes |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|---------|
| Asbestos Worker/Insulator<br>Includes application of<br>all insulating materials,<br>protective coverings,<br>coatings & finishes to all<br>types of mechanical systems.\$ | 49.91 | 36.63   |

BOIL0029-001 01/01/2025

|                  | Rates    | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 50.62 | 28.82   |

BRRI0003-001 06/01/2022

|                                                            | Rates    | Fringes |
|------------------------------------------------------------|----------|---------|
| Bricklayer, Stonemason,<br>Pointer, Caulker & Cleaner..... | \$ 46.86 | 29.14   |

BRRI0003-002 09/01/2022

|                                                      | Rates    | Fringes |
|------------------------------------------------------|----------|---------|
| Marble Setter, Terrazzo<br>Worker & Tile Setter..... | \$ 46.54 | 30.34   |

BRRI0003-003 09/01/2022

|                                          | Rates    | Fringes |
|------------------------------------------|----------|---------|
| Marble, Tile & Terrazzo<br>Finisher..... | \$ 38.78 | 29.61   |

CARP0330-001 06/02/2025

|                                               | Rates    | Fringes |
|-----------------------------------------------|----------|---------|
| CARPENTER (Includes Soft<br>Floor Layer)..... | \$ 47.88 | 30.50   |
| Diver Tender.....                             | \$ 48.68 | 30.50   |
| DIVER.....                                    | \$ 60.83 | 30.50   |
| Piledriver.....                               | \$ 41.53 | 29.35   |
| WELDER.....                                   | \$ 48.68 | 30.50   |

#### FOOTNOTES:

When not diving or tending the diver, the diver and diver tender shall receive the piledriver rate. Diver tenders shall receive \$1.00 per hour above the pile driver rate when tending the diver.

Work on free-standing stacks, concrete silos & public utility

electrical power houses, which are over 35 ft. in height when constructed: \$.50 per hour additional.

Work on exterior concrete shear wall gang forms, 45 ft. or more above ground elevation or on setback: \$.50 per hour additional.

The designated piledriver, known as the "monkey": \$1.00 per hour additional.

-----  
CARP1121-002 04/21/2025

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| MILLWRIGHT..... | \$ 45.72 | 31.50   |

-----  
FLEC0099-002 06/01/2025

|                                | Rates    | Fringes      |
|--------------------------------|----------|--------------|
| ELECTRICIAN.....               | \$ 56.11 | 44.10%       |
| Teledata System Installer..... | \$ 42.09 | 10.45%+15.31 |

FOOTNOTES:

Work of a hazardous nature, or where the work height is 30 ft. or more from the floor, except when working OSHA-approved lifts: 20% per hour additional.

Work in tunnels below ground level in combined sewer outfall: 20% per hour additional.

-----  
ELEV0039-001 01/01/2025

|                        | Rates    | Fringes    |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 64.52 | 38.435+a+b |

FOOTNOTES:

a. PAID HOLIDAYS: New Years Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

b. Employer contributes 8% basic hourly rate for 5 years or more of service or 6% basic hourly rate for 6 months to 5 years of service as vacation pay credit.

-----  
ENGI0057-001 06/01/2025

|                                                                                                                                                                                                | Rates    | Fringes |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| Operating Engineer: (power plants, sewer treatment plants, pumping stations, tunnels, caissons, piers, docks, bridges, wind turbines, subterranean & other marine and heavy construction work) |          |         |
| GROUP 1.....                                                                                                                                                                                   | \$ 50.30 | 29.70   |
| GROUP 2.....                                                                                                                                                                                   | \$ 48.30 | 29.70   |
| GROUP 3.....                                                                                                                                                                                   | \$ 43.92 | 29.70   |
| GROUP 4.....                                                                                                                                                                                   | \$ 41.07 | 29.70   |
| GROUP 5.....                                                                                                                                                                                   | \$ 47.35 | 29.70   |
| GROUP 6.....                                                                                                                                                                                   | \$ 38.15 | 29.70   |
| GROUP 7.....                                                                                                                                                                                   | \$ 32.15 | 29.70   |
| GROUP 8.....                                                                                                                                                                                   | \$ 44.00 | 29.70   |
| GROUP 9.....                                                                                                                                                                                   | \$ 47.92 | 29.70   |

a. BOOM LENGTHS, INCLUDING JIBS:

150 feet and over + \$ 2.00  
180 feet and over + \$ 3.00  
210 feet and over + \$ 4.00  
240 feet and over + \$ 5.00  
270 feet and over + \$ 7.00  
300 feet and over + \$ 8.00  
350 feet and over + \$ 9.00  
400 feet and over + \$10.00

a. PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day. a: Any employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.

a. FOOTNOTES:

Hazmat work: \$2.00 per hour additional.

Tunnel/Shaft work: \$5.00 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks

GROUP 2: Digging machine, Ross Carrier, locomotive, hoist, elevator, bidwell-type machine, shot & water blasting machine, paver, spreader, graders, front end loader (3 yds.

and over), vibratory hammer & vacuum truck, roadheaders, forklifts, econobile type equipment, tunnel boring machines, concrete pump and on site concrete plants.

GROUP 3: Oilers on cranes.

GROUP 4: Oiler on crawler backhoe.

GROUP 5: Bulldozer, bobcats, skid steer loader, tractor, scraper, combination loader backhoe, roller, front end loader (less than 3 yds.), street and mobile-powered sweeper (3-yd. capacity), 8-ft. sweeper minimum 65 HP).

GROUP 6: Well-point installation crew.

GROUP 7: Utility Engineers and Signal Persons

GROUP 8: Heater, concrete mixer, stone crusher, welding machine, generator and light plant, gas and electric driven pump and air compressor.

GROUP 9: Boat & tug operator.

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ENGI0057-003 06/01/2025

#### BUILDING CONSTRUCTION

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator |          |         |
| GROUP 1.....             | \$ 49.57 | 29.50   |
| GROUP 2.....             | \$ 47.57 | 29.50   |
| GROUP 3.....             | \$ 47.35 | 29.50   |
| GROUP 4.....             | \$ 43.35 | 29.50   |
| GROUP 5.....             | \$ 40.50 | 29.50   |
| GROUP 6.....             | \$ 46.65 | 29.50   |
| GROUP 7.....             | \$ 46.65 | 29.50   |
| GROUP 8.....             | \$ 43.54 | 29.50   |

#### a. BOOM LENGTHS, INCLUDING JIBS:

150 ft. and over: + \$ 2.00  
180 ft. and over: + \$ 3.00  
210 ft. and over: + \$ 4.00  
240 ft. and over: + \$ 5.00  
270 ft. and over: + \$ 7.00  
300 ft. and over: + \$ 8.00  
350 ft. and over: + \$ 9.00  
400 ft. and over: + \$10.00

a. PAID HOLIDAYS: New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day & Christmas Day. a: Any employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.

a. FOOTNOTE: Hazmat work: \$2.00 per hour additional.  
Tunnel/Shaft work: \$5.00 per hour additional.

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks.

GROUP 2: Digging machine, Ross carrier, locomotive, hoist, elevator, bidwell-type machine, shot & water blasting machine, paver, spreader, front end loader (3 yds. and over), vibratory hammer and vacuum truck

GROUP 3: Telehandler equipment, forklift, concrete pump & on-site concrete plant

GROUP 4: Fireman & oiler on cranes

GROUP 5: Oiler on crawler backhoe

GROUP 6: Bulldozer, skid steer loaders, bobcats, tractor, grader, scraper, combination loader backhoe, roller, front end loader (less than 3 yds.), street and mobile powered sweeper (3 yds. capacity), 8-ft. sweeper (minimum 65 hp)

GROUP 7: Well point installation crew

GROUP 8: Heater, concrete mixer, stone crusher, welding machine, generator for light plant, gas and electric driven pump & air compressor

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ENGI0057-005 05/01/2025

|                                                                                                                                                                                                            | Rates    | Fringes |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| Power Equipment Operator<br>(highway construction<br>projects; water and sewerline<br>projects which are incidental<br>to highway construction<br>projects; and bridge projects<br>that do not span water) |          |         |
| GROUP 1.....                                                                                                                                                                                               | \$ 45.45 | 29.70   |
| GROUP 2.....                                                                                                                                                                                               | \$ 43.45 | 29.70   |
| GROUP 3.....                                                                                                                                                                                               | \$ 38.15 | 29.70   |

|              |          |       |
|--------------|----------|-------|
| GROUP 4..... | \$ 24.75 | 29.70 |
| GROUP 5..... | \$ 32.15 | 29.70 |
| GROUP 6..... | \$ 38.73 | 29.70 |
| GROUP 7..... | \$ 42.43 | 29.70 |
| GROUP 8..... | \$ 37.70 | 29.70 |

a. FOOTNOTE: a. Any employee who works three days in the week in which a holiday falls shall be paid for the holiday.

b. PAID HOLIDAYS: New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day & Christmas Day.

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Cranes, pile drivers, lighters, boom trucks, hoists, derricks

GROUP 2: Digging machines, excavators, locomotives, John Henry's, directional drilling machines, cold planers, reclaimers, pavers, spreaders, graders, front-end loaders (3yds & over), vacuum truck, drill/boring machine operators, vermeer saw, water blaster, hydraulic-demolition robot, Ross Carriers, concrete pump operators, asphalt/material transfer machines, rotating telehandlers, SPMT type equipment

GROUP 3: Wellpoint installation and drill/boring machine assistants

GROUP 4: Utility engineers

GROUP 5: Signal persons

GROUP 6: Oilers on cranes and deckhands

GROUP 7: Combination loader / backhoes, front-end loaders (less than 3 yds.), forklift, bulldozers, scrapers, boats, rollers, skid steer loaders (regardless of attachments), street sweepers, mechanics, welders, operators in materials yards, shops and garages

GROUP 8: Gas and electric drive heaters, concrete mixers, light plants, welding machines, pumps and compressors

-----  
IRONWORKER 09/16/2025

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 43.03 | 33.53   |

-----  
LABORER 12/03/2023

#### BUILDING CONSTRUCTION

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| GROUP 1..... | \$ 37.00 | 26.90   |
| GROUP 2..... | \$ 37.00 | 26.90   |
| GROUP 3..... | \$ 37.00 | 26.90   |
| GROUP 4..... | \$ 37.00 | 26.90   |
| GROUP 5..... | \$ 39.00 | 26.90   |

#### LABORERS CLASSIFICATIONS

GROUP 1: Laborer, Carpenter Tender, Mason Tender, Cement Finisher Tender, Scaffold Erector, Wrecking Laborer, Asbestos Removal [Non-Mechanical Systems]

GROUP 2: Asphalt Raker, Adzemen, Pipe Trench Bracer, Demolition Burner, Chain Saw Operator, Fence & Guard Rail Erector, Setter of Metal Forms for Roadways, Mortar Mixer, Pipelayer, Riprap & Dry Stonewall Builder, Highway Stone Spreader, Pneumatic Tool Operator, Wagon Drill Operator, Tree Trimmer, Barco-Type Jumping Tamper, Mechanical Grinder Operator

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

GROUP 4: Air Track Operator, Hydraulic & Similar Self-Powered Drill, Block Paver, Rammer, Curb Setter, Powderman & Blaster

GROUP 5: Toxic Waste Remover

#### LABORERS CLASSIFICATIONS

GROUP 1: Laborer, Carpenter Tender, Mason Tender, Cement Finisher Tender, Scaffold Erector, Wrecking Laborer, Asbestos Removal [Non-Mechanical Systems]

GROUP 2: Asphalt Raker, Adzemen, Pipe Trench Bracer, Demolition Burner, Chain Saw Operator, Fence & Guard Rail Erector, Setter of Metal Forms for Roadways, Mortar Mixer, Pipelayer, Riprap & Dry Stonewall Builder, Highway Stone Spreader, Pneumatic Tool Operator, Wagon Drill Operator, Tree Trimmer, Barco-Type Jumping Tamper, Mechanical Grinder Operator

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

GROUP 4: Air Track Operator, Hydraulic & Similar Self-Powered Drill, Block Paver, Rammer, Curb Setter, Powderman & Blaster

## GROUP 5: Toxic Waste Remover

LABO0271-002 11/27/2022

## HEAVY AND HIGHWAY CONSTRUCTION

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| LABORER                 |          |         |
| COMPRESSED AIR          |          |         |
| Group 1.....            | \$ 55.40 | 24.15   |
| Group 2.....            | \$ 52.93 | 24.15   |
| Group 3.....            | \$ 42.45 | 24.15   |
| FREE AIR                |          |         |
| Group 1.....            | \$ 46.00 | 24.15   |
| Group 2.....            | \$ 45.00 | 24.15   |
| Group 3.....            | \$ 42.45 | 24.15   |
| LABORER                 |          |         |
| Group 1.....            | \$ 33.05 | 24.05   |
| Group 2.....            | \$ 35.75 | 24.85   |
| Group 3.....            | \$ 36.50 | 24.85   |
| Group 4.....            | \$ 29.00 | 24.85   |
| Group 5.....            | \$ 37.50 | 24.85   |
| OPEN AIR CAISSON,       |          |         |
| UNDERPINNING WORK AND   |          |         |
| BORING CREW             |          |         |
| Bottom Man.....         | \$ 41.50 | 24.15   |
| Top Man & Laborer.....  | \$ 35.60 | 24.15   |
| TEST BORING             |          |         |
| Driller.....            | \$ 41.95 | 24.15   |
| Laborer.....            | \$ 41.95 | 24.15   |
| LABORER CLASSIFICATIONS |          |         |

GROUP 1: Laborer; Carpenter tender; Cement finisher tender; Wrecking laborer; Asbestos removers [non-mechanical systems]; Plant laborer; Driller in quarries

GROUP 2: Adzeperson; Asphalt raker; Barcotype jumping tamper; Chain saw operators; Concrete and power buggy operator; Concrete saw operator; Demolition burner; Fence and guard rail erector; Highway stone spreader; Laser beam operator; Mechanical grinder operator; Mason tender; Mortar mixer; Pneumatic tool operator; Riprap and dry stonewall builder; Scaffold erector; Setter of metal forms for roadways; Wagon drill operator; Wood chipper operator; Pipelayer; Pipe trench bracer

GROUP 3: Air track drill operator; Hydraulic and similar powered drills; Brick paver; Block paver; Rammer and curb setter; Powderperson and blaster

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

## LABORER - COMPRESSED AIR CLASSIFICATIONS

GROUP 1: Mucking machine operator, tunnel laborer, brake person, track person, miner, grout person, lock tender, gauge tender, miner: motor person & all others in compressed air

GROUP 2: Change house attendant, powder watchperson, top person on iron

GROUP 3: Hazardous waste work within the "HOT" zone

## LABORER - FREE AIR CLASSIFICATIONS

GROUP 1: Grout person - pumps, brake person, track person, form mover & stripper (wood & steel), shaft laborer, laborer topside, outside motorperson, miner, conveyor operator, miner welder, heading motorperson, erecting operator, mucking machine operator, nozzle person, rodperson, safety miner, shaft & tunnel, steel & rodperson, mole nipper, concrete worker, form erector (wood, steel and all accessories), cement finisher (this type of work only), top signal person, bottom person (when heading is 50' from shaft), burner, shield operator and TBM operator

GROUP 2: Change house attendant, powder watchperson

GROUP 3: Hazardous waste work within the "HOT" zone

## LABORER CLASSIFICATIONS

GROUP 1: Laborer; Carpenter tender; Cement finisher tender; Wrecking laborer; Asbestos removers [non-mechanical systems]; Plant laborer; Driller in quarries

GROUP 2: Adzeperson; Asphalt raker; Barcotype jumping tamper; Chain saw operators; Concrete and power buggy operator; Concrete saw operator; Demolition burner; Fence and guard rail erector; Highway stone spreader; Laser beam operator; Mechanical grinder operator; Mason tender; Mortar mixer; Pneumatic tool operator; Riprap and dry stonewall builder; Scaffold erector; Setter of metal forms for roadways; Wagon drill operator; Wood chipper operator; Pipelayer; Pipe trench bracer

GROUP 3: Air track drill operator; Hydraulic and similar powered drills; Brick paver; Block paver; Rammer and curb setter; Powderperson and blaster





|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters..... | \$ 54.34 | 34.50   |
| -----                         |          |         |
| R00F0333-004 08/01/2025       |          |         |

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| ROOFER.....             | \$ 53.53 | 35.69   |
| -----                   |          |         |
| SFRI0660-001 04/01/2025 |          |         |

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| SPRINKLER FITTER.....   | \$ 53.76 | 33.44   |
| -----                   |          |         |
| SHEF0017-002 06/01/2025 |          |         |

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Sheet Metal Worker..... | \$ 44.42 | 41.94   |
| -----                   |          |         |
| TEAM0251-001 05/01/2025 |          |         |

## HEAVY AND HIGHWAY CONSTRUCTION

|              |    | Rates    | Fringes   |
|--------------|----|----------|-----------|
| TRUCK DRIVER |    |          |           |
| GROUP 1      | 1  | \$ 31.86 | 34.51+a+b |
| GROUP 2      | 2  | \$ 32.01 | 34.51+a+b |
| GROUP 3      | 3  | \$ 32.06 | 34.51+a+b |
| GROUP 4      | 4  | \$ 32.11 | 34.51+a+b |
| GROUP 5      | 5  | \$ 32.21 | 34.51+a+b |
| GROUP 6      | 6  | \$ 32.61 | 34.51+a+b |
| GROUP 7      | 7  | \$ 32.81 | 34.51+a+b |
| GROUP 8      | 8  | \$ 32.31 | 34.51+a+b |
| GROUP 9      | 9  | \$ 32.56 | 34.51+a+b |
| GROUP 10     | 10 | \$ 32.36 | 34.51+a+b |

## FCOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, plus Presidents' Day, Columbus Day, Veteran's Day & V-J Day, providing the employee has worked at least one day in the calendar week in which the holiday falls.

B. Employee who has been on the payroll for 1 year or more but less than 5 years and has worked 150 Days during the last year of employment shall receive 1 week's paid vacation; 5 to 10 years - 2 weeks' paid vacation; 10 or more years - 3 week's paid vacation.

C. Employees on the seniority list shall be paid a one hundred dollar (\$100.00) bonus for every four hundred (400) hours worked, up to a maximum of five hundred dollars (\$500.00)

All drivers working on a defined hazard material job site shall be paid a premium of \$2.00 per hour over applicable rate.

## TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pick-up trucks, station wagons, & panel trucks

GROUP 2: Two-axle on low beds

GROUP 3: Two-axle dump truck

GROUP 4: Three-axle dump truck

GROUP 5: Four- and five-axle equipment

GROUP 6: Low-bed or boom trailer.

GROUP 7: Trailers when used on a double hook up (pulling 2 trailers)

GROUP 8: Special earth-moving equipment, under 35 tons

GROUP 9: Special earth-moving equipment, 35 tons or over

GROUP 10: Tractor trailer

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA?", or "SC?" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

WAGE DETERMINATION APPEALS PROCESS

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

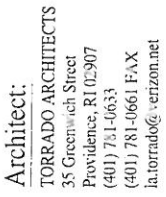
Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

END OF GENERAL DECISION"



Architect:

PROJECT:  
WILLIAM L. CALLAHAN  
ELEMENTARY SCHOOL  
WINDOW REPLACEMENT

75 CALLAHAN SCHOOL STREET  
HARRISVILLE, RHODE ISLAND 02830

ARCHITECTURAL

[illegible]LOCUS MAP:

OCTOBER 04, 2025



55 GARDENACH ST.  
PROVENCE, R. 02407  
40 761 0655 P  
40 761 0641 F



## KEY PLAN

Burrillville  
Public  
Schools

CALLAHAN  
ELEMENTARY  
SCHOOL-  
WINDOW  
REPLACEMENT

GENERAL NOTES,  
LEGEND &  
ABBREVIATIONS

1997

STAGE III SCHEMATIC DESIGN

| DATE | REV # | DESCRIPTION |
|------|-------|-------------|
|------|-------|-------------|

DATE: MARCH 04, 2024  
DRAWN: K.A. JR.  
SCALE: AS NOTED  
CHECKED BY: L.A.T.

AO.OCA

**SECURITY**

GENERAL NOTES:

- [illegible]

ABBREVIATION LIST  
FOR ALL A-DRAW'S

[illegible]





TORRADO  
ARCHITECTS

35 GREENWAY ST.  
NEWTONVILLE, MA 02459  
401.761.1555 P  
401.761.0441 F



KEY PLAN



BURLINGTON  
PUBLIC  
SCHOOLS

CALLAHAN  
ELEMENTARY  
SCHOOL -  
WINDOW  
REPLACEMENT

EXISTING  
CONDITIONS/  
DEMOLITION  
ELEVATIONS

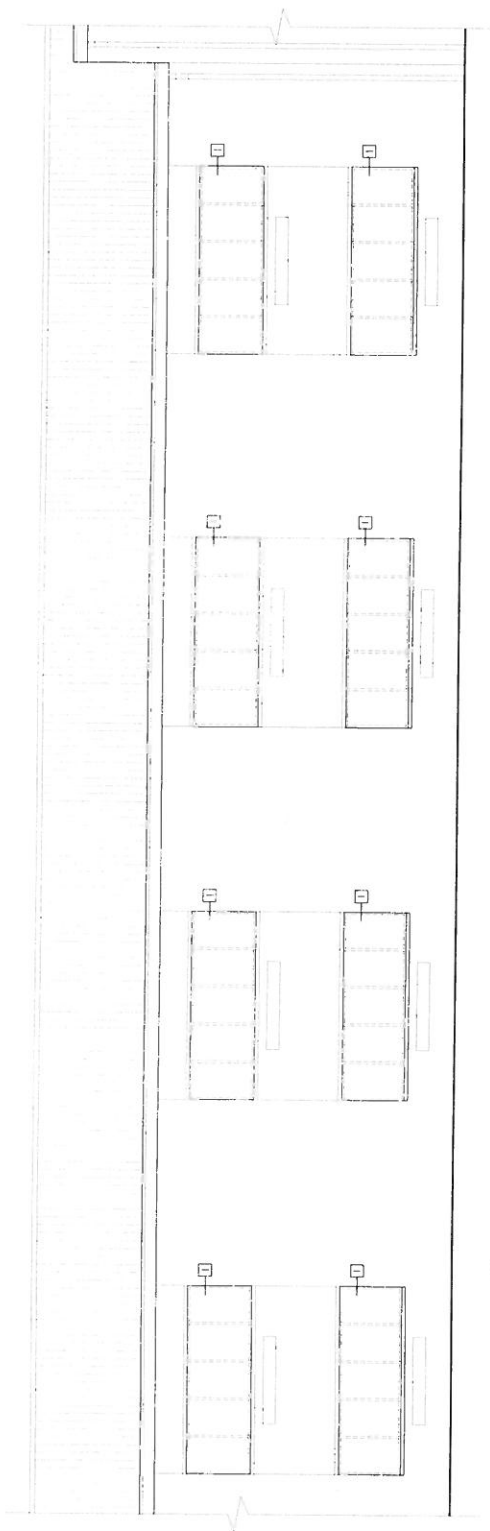
SYNOPSIS  
STAGE II SCHEMATIC DESIGN

DATE: REV: DESCRIPTION  
NOVEMBER

DATE: HAND: 04/20/14  
DRAWN: K.A. JC  
CHECKED BY: L.A.T.

AOICA

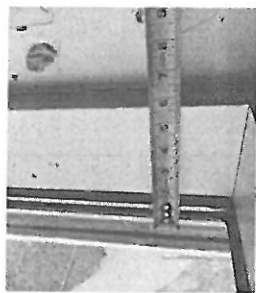
SHEET 01



1 WINDOW DEMOLITION & SOUTH ELEVATION 'A'  
SCALE: 1/8" = 1'-0"



3 PHOTO OF INTERIOR  
NOTES

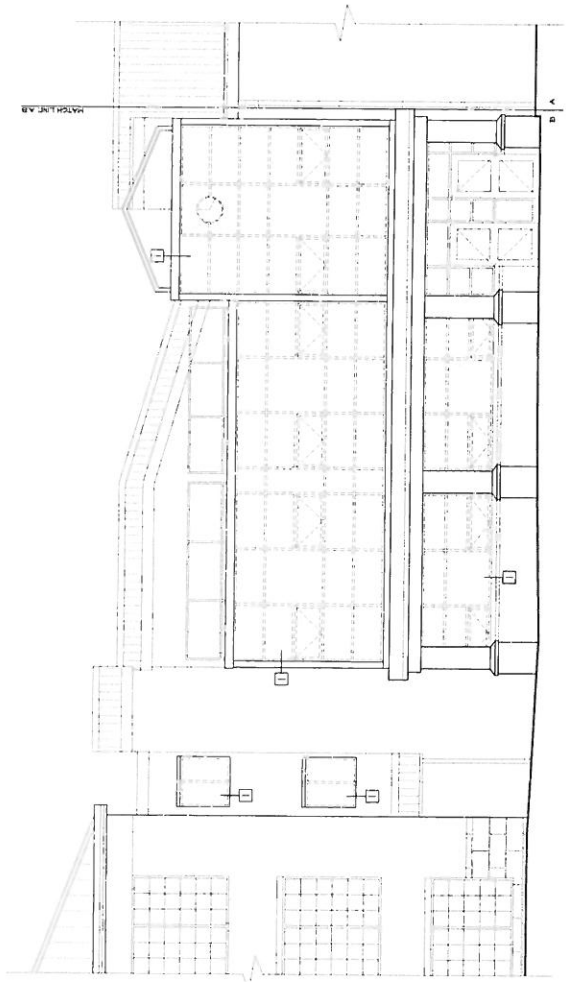


4 PHOTO OF INTERIOR SILL  
NOTES



5 PHOTO OF INTERIOR @ ADMIN.  
NOTES

DEMOLITION LEGEND  
1 RED WINDOW IN EXIST. MO.  
REMOVE EXIST. STONE SILL SEE  
ARCHITECTS REPORT



2 WINDOW DEMOLITION & SOUTH ELEVATION 'B', 'C'  
SCALE: 1/8" = 1'-0"



TORRADO  
ARCHITECTS

55 GREENGLASS ST.  
PROVIDENCE, RI 02907  
401.850.0853  
401.850.0444



KEY PLAN



BURRILLVILLE  
PUBLIC  
SCHOOLS

CALLAHAN  
ELEMENTARY  
SCHOOL-  
WINDOW  
REPLACEMENT

EXISTING  
CONDITIONS/  
DEMOLITION  
ELEVATIONS

STAGE III SCHEMATIC DESIGN

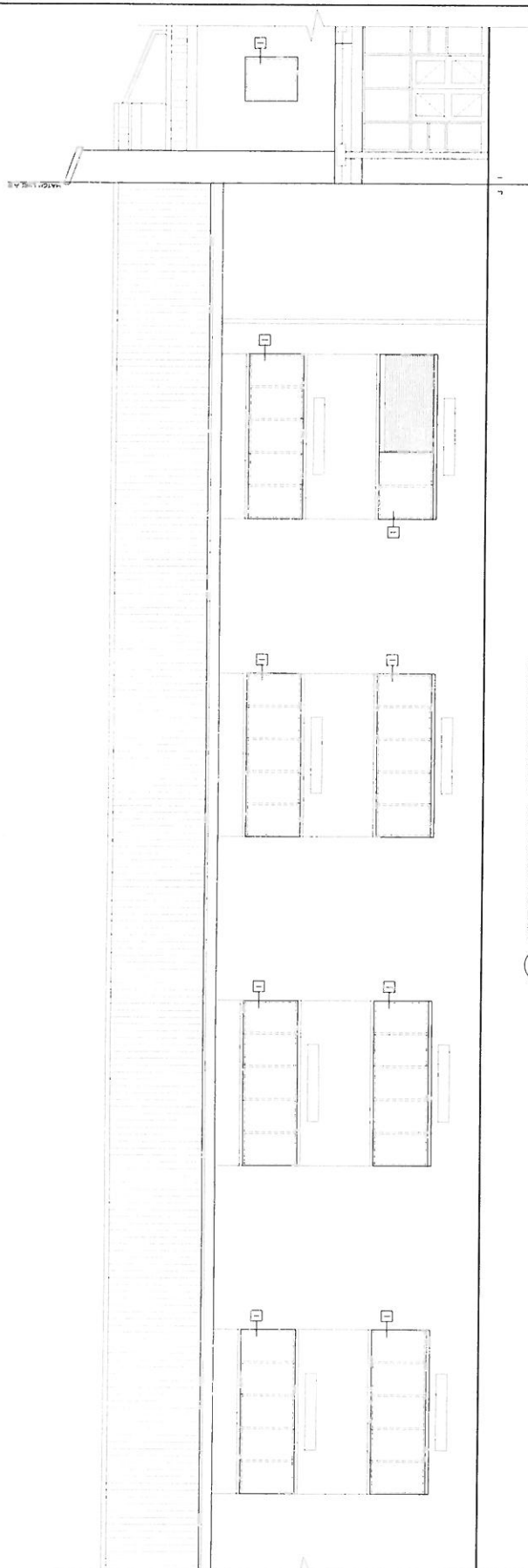
DATE: REV: DESCRIPTION:

DATE: 10/24/2014  
SCALE: AS SHOWN  
CREATED BY: L.A.C.  
CHECKED BY: L.A.C.

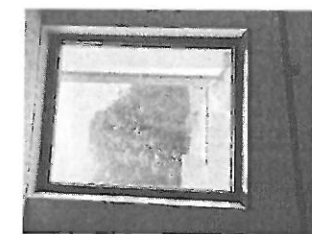
NO. 2014-0001  
PROJECT NO. 2014-0001  
PROJECT NAME: CALLAHAN ELEMENTARY SCHOOL WINDOW REPLACEMENT  
PROJECT LOCATION: 55 GREENGLASS ST., PROVIDENCE, RI 02907  
PROJECT OWNER: BURRILLVILLE PUBLIC SCHOOLS  
PROJECT ARCHITECT: TORRADO ARCHITECTS  
PROJECT ENGINEER: L.A.C.  
PROJECT DATE: 10/24/2014  
PROJECT SCALE: AS SHOWN  
PROJECT CREATED BY: L.A.C.  
PROJECT CHECKED BY: L.A.C.

DEMOLITION LEGEND

1. RED WINDOW IN EXIST. PHOTO  
2. WINDOW TO BE DEMOLISHED  
3. WINDOW TO BE REPLACED  
4. WINDOW TO BE REPAIRED  
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1. WINDOW DEMOLITION - NORTH ELEVATION



3. PHOTO OF INTERIOR WINDOW TYPE "Q"



2. PHOTO OF INTERIOR WINDOW TYPE "A"



TORRADO  
ARCHITECTS

35 GREEN HILL ST.  
PROVIDENCE, RI 02907  
401.777.0655  
401.777.0651 F



KEY PLAN



BURRILLVILLE  
PUBLIC  
SCHOOLS

CALLAHAN  
ELEMENTARY  
SCHOOL -  
WINDOW  
REPLACEMENT

EXISTING  
CONDITIONS/  
DEMOLITION  
ELEVATIONS

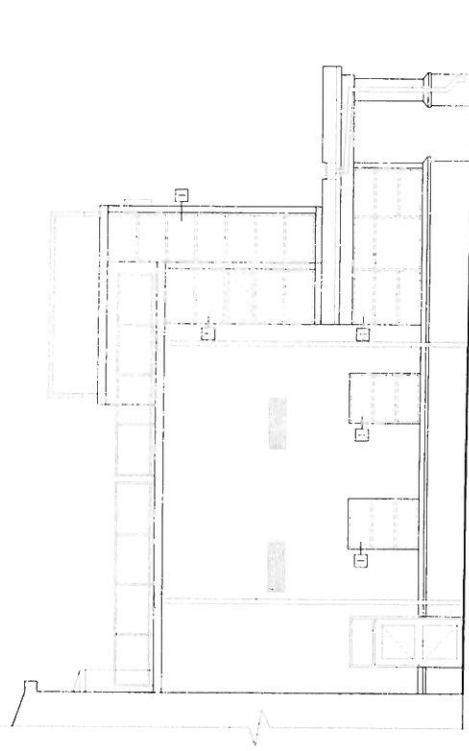
STAGE III SCHEMATIC DESIGN

| DATE | REV. | DESCRIPTION |
|------|------|-------------|
|      |      |             |

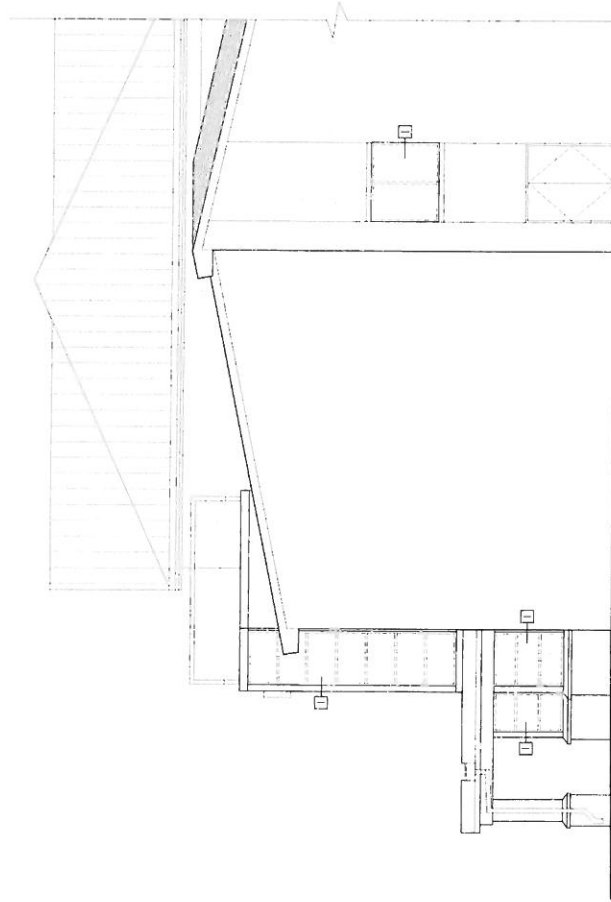
DATE: MARCH 2024  
SCALE: AS SHOWN  
CREATED BY: L.A.T.

PROJECT NO. AO.30CA

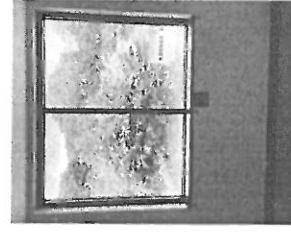
SHEET 02



1 WINDOW DEMOLITION @ WEST ELEVATION  
Scale: 1/4" = 1'-0"



2 WINDOW DEMOLITION @ EAST ELEVATION  
Scale: 1/4" = 1'-0"



3 PHOTO OF INTERIOR, WINDOW TYPE 'E'

DEMOLITION LEGEND

RED WINDOW IN EXIST. N.O.  
REMOVAL. SEE  
ASBESTOS REPORT

1



TORRADO  
ARCHITECTS

35 PREVIOUS: 5'  
PROPOSED: 8' 11" x 7'  
40' x 10' 0" x 5' 0"  
40' x 10' 0" x 5' 0"



KEY PLAN



BURRILLVILLE  
PUBLIC  
SCHOOLS

CALLAHAN  
ELEMENTARY  
SCHOOL-  
WINDOW  
REPLACEMENT

KEY PLANS

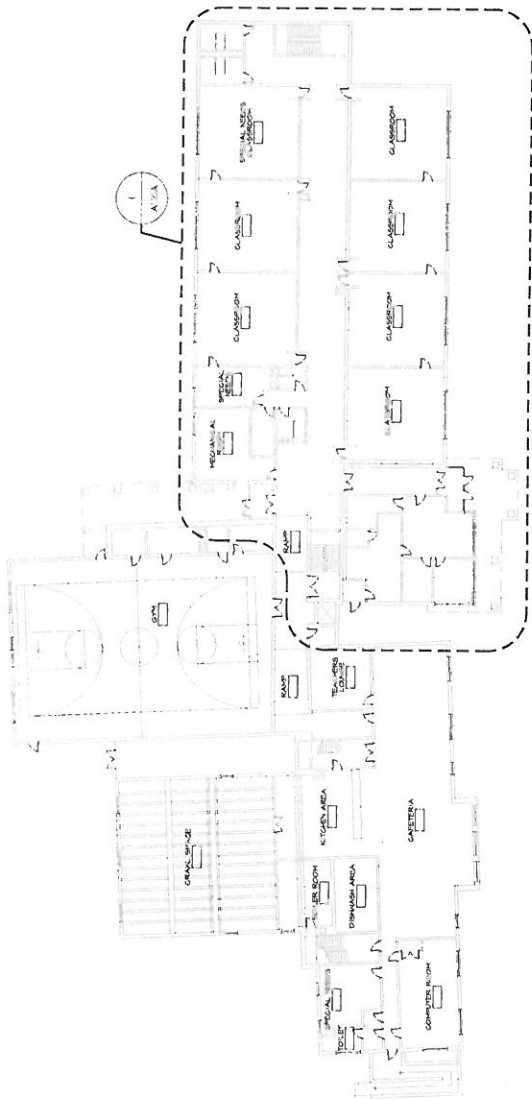
SPRDS.  
STAGE II SCHEMATIC DESIGN

DATE: REV: DESCRIPTION:

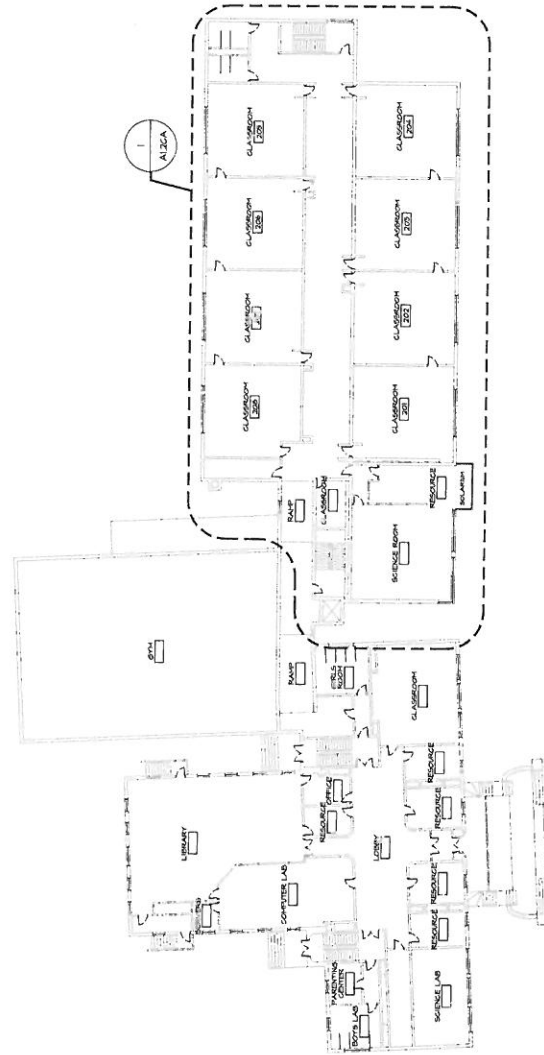
DATE: MARCH 2024  
DRAWN: A.L.J.  
CHECKED: A.L.J.  
DESIGNED BY: A.L.J.

AI.OCA

SHEET 01



1 FIRST FLOOR KEY PLAN  
Scale 1/8"=1'-0"



2 SECOND FLOOR KEY PLAN  
Scale 1/8"=1'-0"



TORRADO  
ARCHITECTS

35 GREEN--H ST.  
PUEY STAGE, IN 02047  
401-73-0933  
401-73-0933



KEY PLAN



FURRILLVILLE  
PUBLIC  
SCHOOLS

CALLAHAN  
ELEMENTARY  
SCHOOL-  
WINDOW  
REPLACEMENT

FIRST FLOOR  
PLAN

STAGE II SCHEMATIC DESIGN

DATE: 11/11/2024

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

CREATED BY: LAT

DATE: 11/11/2024

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

CREATED BY: LAT

DATE: 11/11/2024

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

CREATED BY: LAT

DATE: 11/11/2024

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

CREATED BY: LAT

DATE: 11/11/2024

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

CREATED BY: LAT

DATE: 11/11/2024

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

CREATED BY: LAT



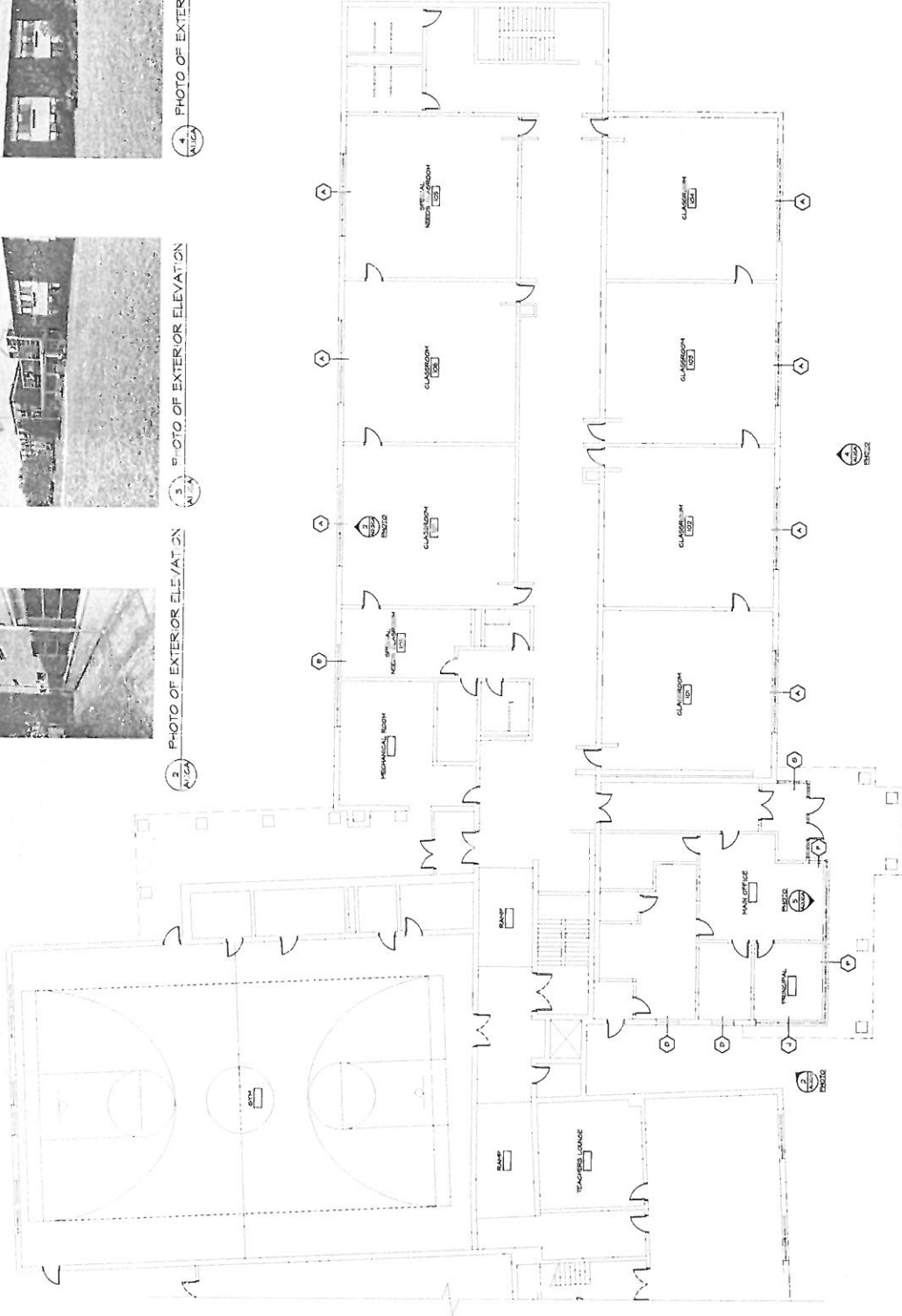
1 PHOTO OF EXTERIOR ELEVATION



3 PHOTO OF EXTERIOR ELEVATION



2 PHOTO OF EXTERIOR ELEVATION



EXISTING FIRST FLOOR PLAN  
Scale: 1/8" = 1'-0"



TORRADO  
ARCHITECTS

25 ADELAIDE ST  
PROVIDENCE, RI 02907  
401-753-0833  
401-753-0833 F



KEY PLAN



BURRILLVILLE  
PUBLIC  
SCHOOLS

CALLAHAN  
ELEMENTARY  
SCHOOL -  
WINDON  
REPLACEMENT

SECOND  
FLOOR PLAN

STAGE III SCHEMATIC DESIGN

DATE: REV: DESCRIPTION:

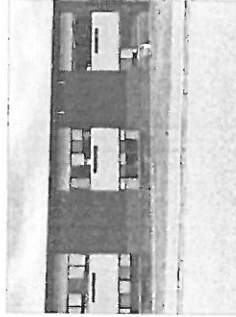
DATE: 10/04/2024  
DRAWN BY: A1.2CA  
CHECKED BY: L.A.T.

A1.2CA

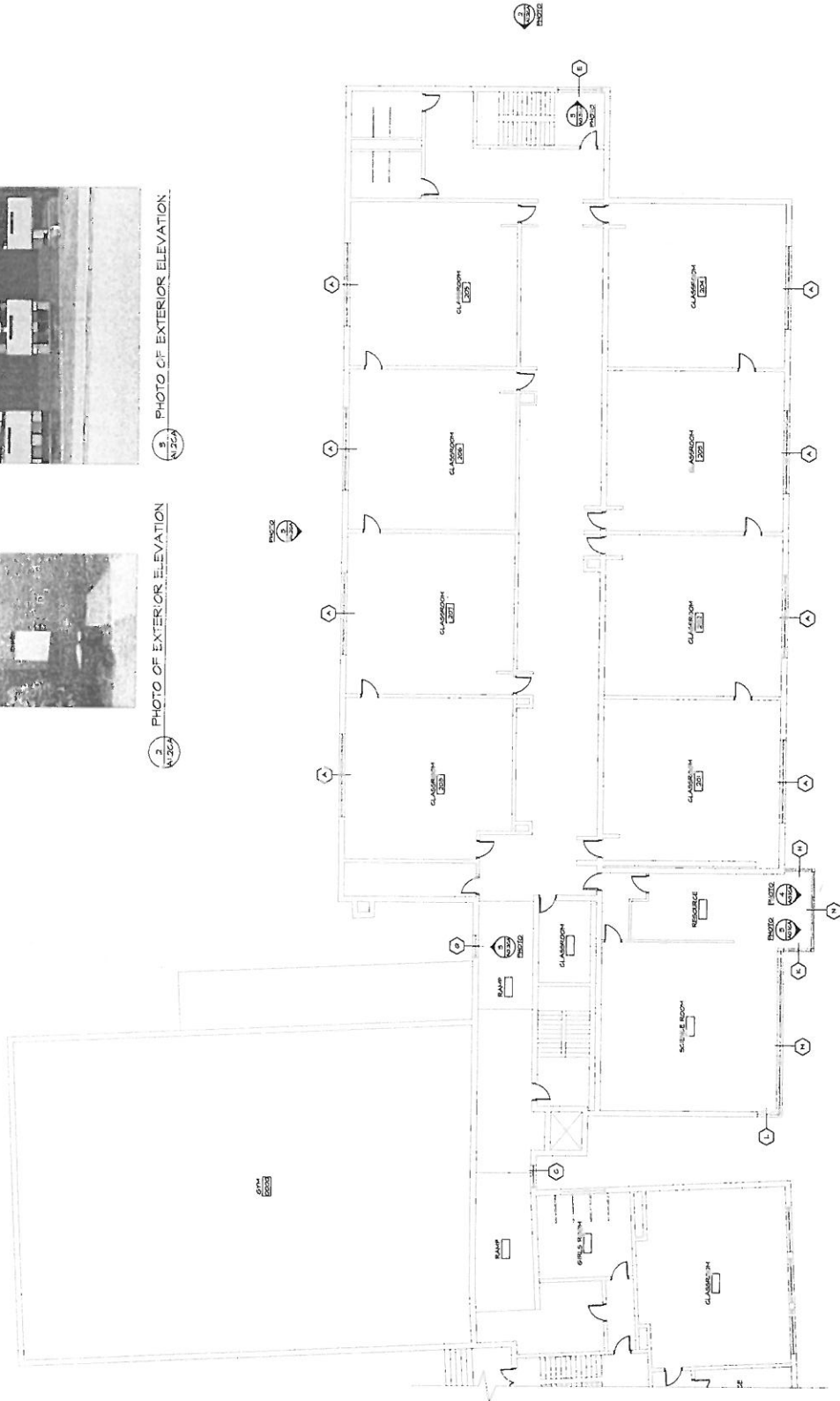
SHEET 02



2 PHOTO OF EXTERIOR ELEVATION



3 PHOTO OF EXTERIOR ELEVATION



1 EXISTING SECOND FLOOR PLAN  
Scale 1/8" = 1'-0"





TORRADO  
ARCHITECTS

35 GREENWICH ST.  
NEWYORK, NY 10014  
407-755-0000  
407-755-0000



KEY PLAN



EJRRILLVILLE  
PUBLIC  
SCHOOLS

CALLAHAN  
ELEMENTARY  
SCHOOL-  
WINDOW  
REPLACEMENT

PROPOSED  
ELEVATIONS

STAGE III: SCHEMATIC DESIGN

DATE: REV. 1. DESCRIPTION

DATE: 11/01/2014  
DRAWN BY: K.A.B.  
CHECKED BY: J.A.L.

A130A

SHEET 01

- NOTES:
1. ALL WINDOW SIZES ARE 24" WIDE BY 48" HIGH.
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1 SOUTH ELEVATION 'A'  
Scale: 1/4" = 1'-0"

2 SOUTH ELEVATION 'B', 'C'  
Scale: 1/4" = 1'-0"



35 GREENWICH ST.  
PHILADELPHIA, RI 02807  
401/78-0653 P  
401/78-0661 F



KEY PLAN



BURRILLVILLE  
PUBLIC  
SCHOOLS

CALLAHAN  
ELEMENTARY  
SCHOOL-  
WINDOW  
REPLACEMENT

PROPOSED  
ELEVATIONS

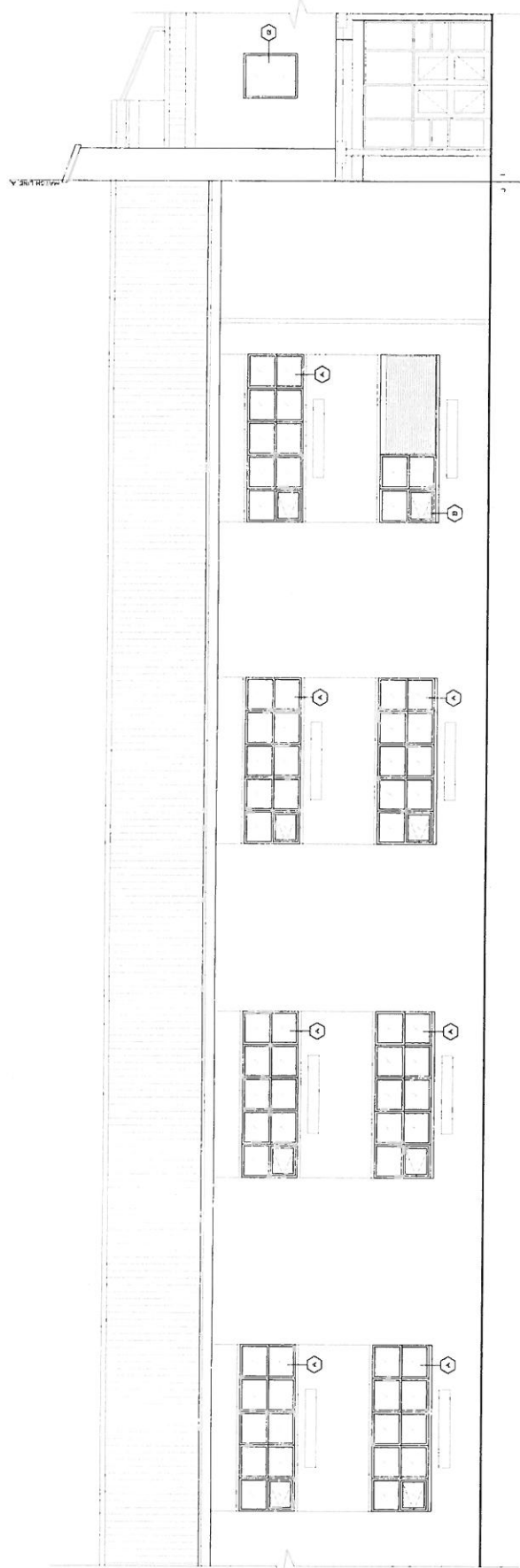
STATUS

| DATE       | REV. # | DESCRIPTION |
|------------|--------|-------------|
| REVISIONS: |        |             |

DATE: MARCH 04, 2014  
 DRAWN: K.A. JR.  
 SCALE: AS NOTED  
 CHECKED BY: L.A.T.

A1.4CA

OF  
SHELT

[illegible]

1 NORTH ELEVATION



**TORRADO**  
ARCHITECTS

55 GREENWICH ST.  
NEWARK, NJ 07102  
201-733-0000  
www.torradarchitects.com



KEY PLAN



**BURRILLVILLE**  
**PUBLIC**  
**SCHOOLS**

**CALLAHAN**  
**ELEMENTARY**  
**SCHOOL -**  
**WINDOW**  
**REPLACEMENT**

**PROPOSED**  
**ELEVATIONS**

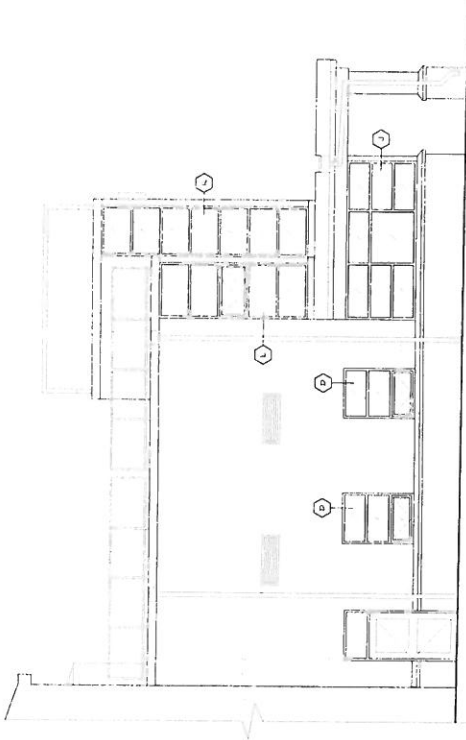
STATUS: STAGE III SCHEMATIC DESIGN

| DATE | REV. | DESCRIPTION          |
|------|------|----------------------|
|      | 1    | ISSUED FOR PERMIT    |
|      | 2    | REVISED PER COMMENTS |
|      | 3    | REVISED PER COMMENTS |
|      | 4    | REVISED PER COMMENTS |
|      | 5    | REVISED PER COMMENTS |

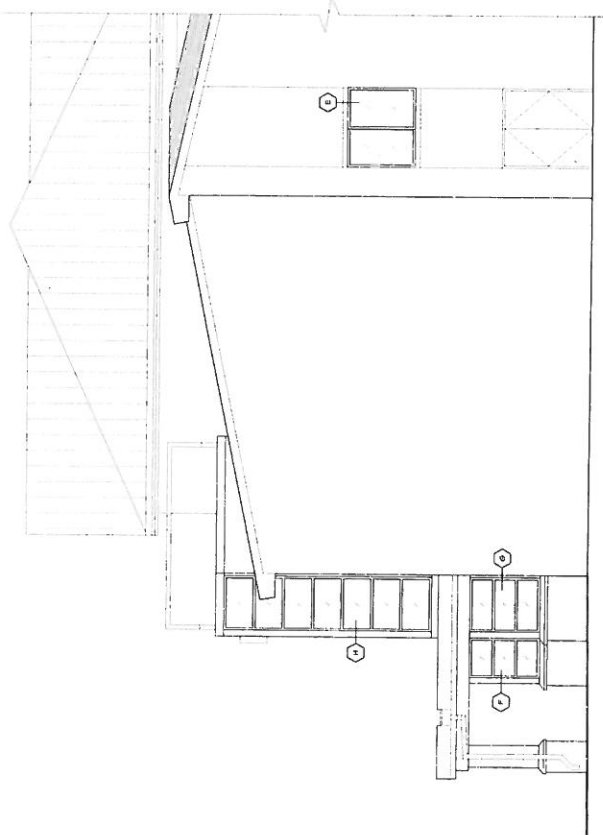
DATE: MARCH 04, 2024  
DRAWN BY: L.A.  
CHECKED BY: L.A.  
CREATED BY: L.A.

**A150A**

SHEET 01



**WEST ELEVATION**  
Scale: 1/4" = 1'-0"



**EAST ELEVATION**  
Scale: 1/4" = 1'-0"

- NOTES:**
1. ALL WINDOW SIZES ARE 30" X 48" UNLESS NOTED OTHERWISE.
  2. WINDOW SIZES ARE 30" X 48" UNLESS NOTED OTHERWISE.
  3. WINDOW SIZES ARE 30" X 48" UNLESS NOTED OTHERWISE.
  4. WINDOW SIZES ARE 30" X 48" UNLESS NOTED OTHERWISE.
  5. WINDOW SIZES ARE 30" X 48" UNLESS NOTED OTHERWISE.
  6. WINDOW SIZES ARE 30" X 48" UNLESS NOTED OTHERWISE.
  7. WINDOW SIZES ARE 30" X 48" UNLESS NOTED OTHERWISE.
  8. WINDOW SIZES ARE 30" X 48" UNLESS NOTED OTHERWISE.
  9. WINDOW SIZES ARE 30" X 48" UNLESS NOTED OTHERWISE.
  10. WINDOW SIZES ARE 30" X 48" UNLESS NOTED OTHERWISE.



TORRADO  
ARCHITECTS

55 GREENGLASS ST  
INDIANAPOLIS, IN 46201  
410-750-0033  
410-750-0034



KEY PLAN



BURRILLVILLE  
PUBLIC  
SCHOOLS

CALLAHAN  
ELEMENTARY  
SCHOOL-  
SCHOOL-  
WINDOW  
REPLACEMENT

WINDOW TYPES

STAGE II SCHEMATIC DESIGN

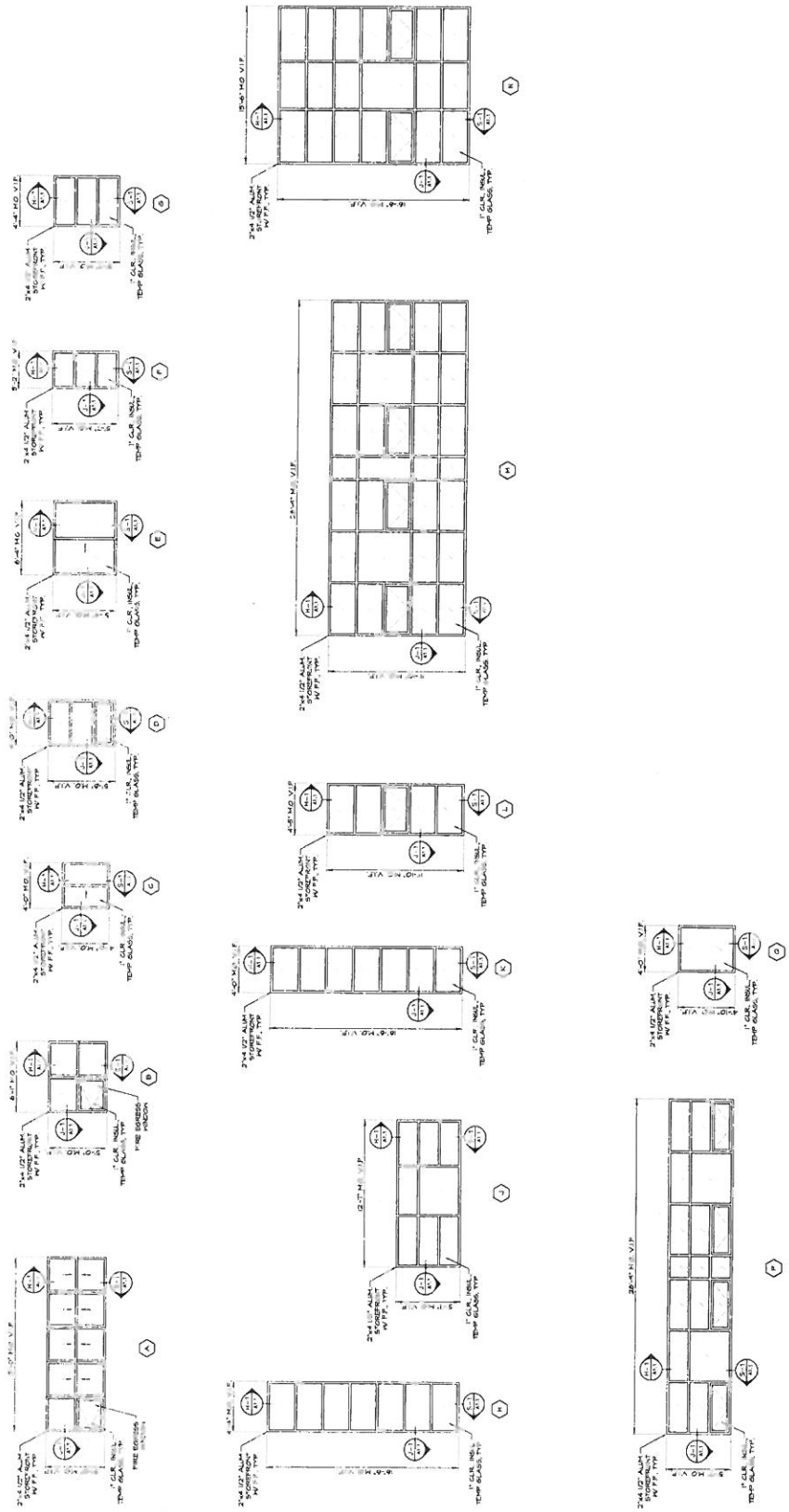
| DATE | REV | DESCRIPTION |
|------|-----|-------------|
|      |     |             |

DATE: 10/01/2014  
DRAWN BY: J. L. LEE  
CHECKED BY: L. A. LEE

A2.00A

SHEET

OF



1 WINDOW TYPES  
Scale: 1/4" = 1'-0"

10/01/2014  
J. L. LEE  
L. A. LEE



**TORRADO**  
ARCHITECTS

35 AIRENAGA ST  
PROVIDENCE, RI 02907  
401.761.4353 #  
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KEY PLAN



BURRILLVILLE  
PUBLIC  
SCHOOLS

CALLAHAN  
ELEMENTARY  
SCHOOL -  
WINDOW  
REPLACEMENT

STOREFRONT  
DETAILS

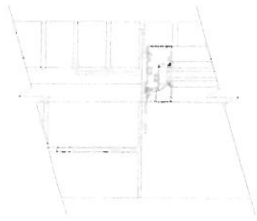
STAGE III SCHEMATIC DESIGN

DATE: REV: DESCRIPTION:

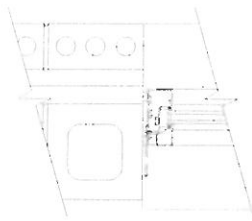
DATE: 10/01/2024  
SCALE: AS NOTED  
CREATED BY: LAT

A3.00A

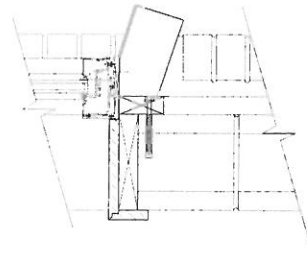
SHEET 01



HEAD DETAIL  
Scale: 1/8" = 1'-0"



2 JAMB & PROJECTED VENT  
Scale: 1/8" = 1'-0"



3 SILL DETAIL  
Scale: 1/8" = 1'-0"



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401.755.0001



KEY PLAN



BURRILLVILLE  
PUBLIC  
SCHOOLS

CALLAHAN  
ELEMENTARY  
SCHOOL -  
WINDOW  
REPLACEMENT

CURTAIN WALL  
DETAILS

STAGE III SCHEMATIC DESIGN

DATE: REV: DESCRIPTION:

DATE: REV: DESCRIPTION:

DATE: REV: DESCRIPTION:

DATE: REV: DESCRIPTION:

DATE: REV: DESCRIPTION:

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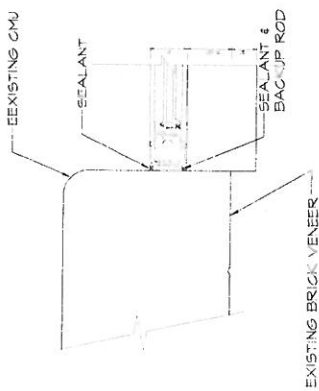
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DATE: REV: DESCRIPTION:

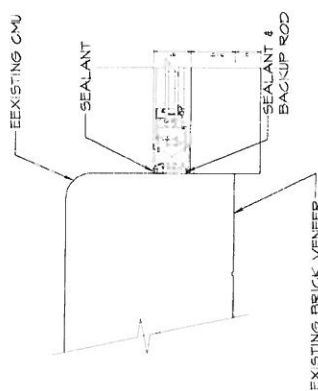
DATE: REV: DESCRIPTION:

DATE: REV: DESCRIPTION:

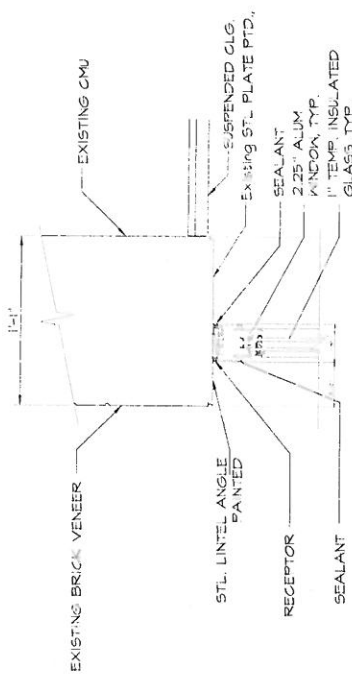
DATE: REV: DESCRIPTION:



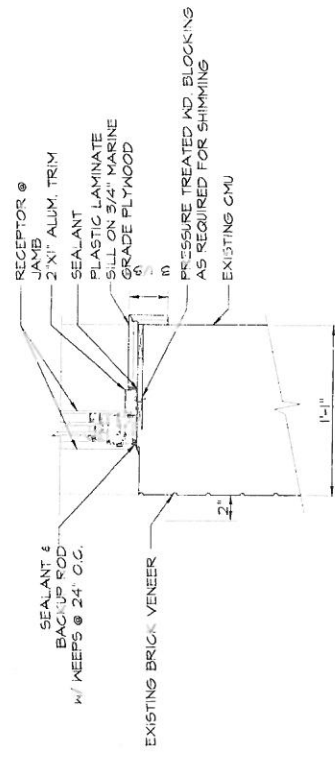
1 JAMB @ FIXED FRAME  
Scale: 1/8"=1'-0"



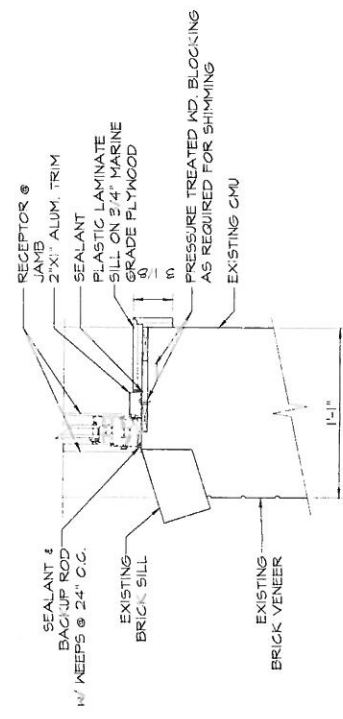
2 JAMB @ PROJECTED VENT  
Scale: 1/8"=1'-0"



3 HEAD DETAIL  
Scale: 1/8"=1'-0"



4 SILL DETAIL  
Scale: 1/8"=1'-0"



5 SILL DETAIL, W/ BRICK SILL  
Scale: 1/8"=1'-0"