

## BID/PROPOSAL

COMMODITY: TOOTELL DIVING WELL RESURFACING DATE: 5/3/2023

FORMAL BID NO. \_\_\_\_\_ PUBLIC BID NO. 101270

BIDS ARE TO BE RECEIVED IN URI PURCHASING DEPARTMENT BY: DATE: 5/25/2023 TIME: 2:00 PM  
Eastern Time

BUYER: ANDREA TURANO/if SURETY REQUIRED: YES: X NO: \_\_\_\_\_

PRE-BID/PROPOSAL CONFERENCE: DATE: 5/11/2023 TIME: 2:00 PM

MANDATORY: YES: \_\_\_\_\_ NO: x

LOCATION: Surge Building, Rm. 168, 1st Floor  
210 Flagg Rd. Kingston RI 02881

Questions concerning this solicitation must be received by: DATE: 5/16/2023 TIME: 12:00 PM

Questions are to be submitted in a *Microsoft Word* document to: [URIPurchasing@uri.edu](mailto:URIPurchasing@uri.edu)

Please reference the Bid Number on all correspondence. Questions received, if any, will be posted on the internet as an addendum to the bid. It is the responsibility of all interested parties to download this information.

For Bid Solicitation Information visit: <http://web.uri.edu/purchasing/bid-information/>

### STATEMENT REGARDING COVID-19

**Effective immediately, we are suspending all in-person public bid openings until further notice.**

Public Bid responses will be publicly read via Webex video conferencing. To participate in the bid opening, please visit the following site at the scheduled bid opening date and time:

\* URL: <https://univofri.webex.com/meet/uripurchasing>

**No offer will be considered that is not accompanied by the attached University of Rhode Island Bidder Certification Form/Contract Offer completed and signed by the offeror.**

COMPANY NAME: \_\_\_\_\_

STREET AND NUMBER: \_\_\_\_\_

CITY, STATE & ZIP CODE: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Telephone Number/Facsimile Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-mail address

**THIS BID WILL NOT BE HONORED UNLESS SIGNED**

*The University of Rhode Island is an equal opportunity employer committed to the principles of affirmative action.*

## University of Rhode Island Bidder Certification Form

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to read, sign and comply with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

### Rules for Submitting Offers

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter into a contract with the University of Rhode Island. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete signed (in ink) offer package must be delivered to the University of Rhode Island Purchasing Office by the time and date specified for the opening of responses in a sealed envelope.

Bid responses must be submitted on the URI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Documents misdirected to other State or University locations or which are not present in the University of Rhode Island Purchasing Office at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the University of Rhode Island Purchasing Office. Postmarks shall not be considered proof of timely submission.

RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored.

PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the University Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The University of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price.

PRICES QUOTED ARE FOB DESTINATION.

DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense.

PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS. Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at [www.dlt.ri.gov](http://www.dlt.ri.gov).

PUBLIC RECORDS. Offerors are advised that all materials submitted to the University for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting the Rhode Island Vendor Information Program (RIVIP) at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) > Solicitation Opportunities > Other Solicitation Opportunities. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the University's sole option.

BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

SPECIFICATIONS. Unless specified “no substitute”, product offerings equivalent in quality and performance will be considered (at the sole option of the University) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

VENDOR AUTHORIZATION TO PROCEED. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the University of Rhode Island, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the University of Rhode Island Purchasing Office PRIOR to delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by the University of Rhode Island Purchasing Office, shall be considered a binding contract.

REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE AND THE UNIVERSITY OF RHODE ISLAND CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State’s Purchasing Laws and Regulations and other applicable State Laws and Regulations, including the Board of Governors for Higher Education Regulations and General Terms and Conditions of Purchase. The Regulations and General Terms and Conditions are incorporated into all University of Rhode Island contracts and can be viewed at: <https://web.uri.edu/purchasing/files/BOGREG.pdf> and [www.ridop.ri.gov](http://www.ridop.ri.gov) .

EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws also apply.

PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

DEFAULT and NON-COMPLIANCE Default and/or non-compliance with the requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state/University of Rhode Island.

COMPLIANCE Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State’s Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Management Office at the University of Rhode Island.

Each bid proposal for a *public works project* must include a “public copy” to be available for public inspection upon the opening of bids. **Bid Proposals that do not include a copy for public inspection will be deemed nonresponsive.**

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 at <https://www.ridop.ri.gov/rules-regulations/>



SECTION 4 - CERTIFICATIONS

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.

THE VENDOR CERTIFIES THAT:

\_\_\_1 I/we certify that I/we will immediately disclose, in writing, to the University Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

\_\_\_2 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe," and (2) RIGL section §37-2-7(16) which identifies the URI Board of Trustees as a public agency and gives binding contractual authority to the University Purchasing Agent, including change orders and other types of contracts and under State Purchasing Regulation 8.2.B any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the University of Rhode Island may be disregarded and shall not be binding on the University of Rhode Island.

\_\_\_3 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

\_\_\_4 I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

\_\_\_5 I/we certify that I/we understand that falsification of any information herein or failure to notify the University of Rhode Island Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

\_\_\_6 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

\_\_\_7 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website ( <https://www.ridop.ri.gov/rules-regulations/> ) and the Board of Governors Regulations on the URI Purchasing Website ( <https://web.uri.edu/purchasing/files/BOGREG.pdf> ) apply as the governing conditions for any contract or purchase order I/we may receive from the University of Rhode Island, including the offer contained herein.

\_\_\_8 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

\_\_\_9 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category: \_\_\_\_\_

\_\_\_10 I/we certify that the above information is correct and complete.

IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #1 – 8 and 10 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

**Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments where applicable, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.**

Vendor/Company Name; \_\_\_\_\_

Vendor's Signature: \_\_\_\_\_ Bid Number: \_\_\_\_\_ Date: \_\_\_\_\_  
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

\_\_\_\_\_  
Print Name and Title of Company official signing offer

Bid No. 101270  
Bid Title: TOOTELL DIVING WELL RESURFACING

**BID FORM**

To: The University of Rhode Island, Purchasing Department  
Dining Services Distribution Center  
10 Tootell Road, Kingston, RI 02881

Project: Tootell Building  
Diving Pool Resurfacing  
URI Project #KC.A.TOOT.2022.001

Bidder:

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Legal name of entity

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Address

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Contact name Contact email

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Contact telephone Contact fax

**1. BASE BID PRICE**

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (*including the costs for all Allowances, Bonds, and Addenda*):

\$ \_\_\_\_\_  
(Base bid price *in figures* printed electronically, typed, or handwritten legibly in ink)

\_\_\_\_\_  
(Base bid price *in words* printed electronically, typed, or handwritten legibly in ink)

- **Allowances**

The Base Bid Price ***includes*** the costs for the following Allowances as defined in Specification Section 01 2000, Attachment A Section 01 2010:

No. 1: Repair of cracks and drain, which may be caused by hydrostatic pressure when pool is empty.	\$15,000.00
No. 2: Repair/replacement of pipes and valves, which conditions may be observed only upon emptying the pool.	\$25,000.00
No. 3: Repair of deteriorated concrete and reinforcing in the pool, which conditions may be observed only when pool is empty.	\$40,000.00
No. 4: Repair of damaged deck tiles, in the quantity of 100 SF in different areas yet to be determined, in addition to the quantities and locations identified in the drawings	\$ 5,000.00
No. 5: Deck drainpipes cleaning with waterjet, for unforeseen work in addition to the scope described in the contract documents	\$15,000.00
Total Allowances:	\$100,000.00

- **Bonds**

The Base Bid Price ***includes*** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

- **Addenda**

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price ***includes*** the costs of any modifications required by the Addenda.

*All Addenda must be acknowledged.*

Addendum No. 1 dated: \_\_\_\_\_

Addendum No. 2 dated: \_\_\_\_\_

2. **ALTERNATES** (*Additions/Subtractions* to Base Bid Price)

The Bidder offers to: (i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and (ii) increase or reduce the Base Bid Price by the amount set forth below for each Alternate (further defined in Specification Section 01 2000) selected.

- \_\_\_\_\_ Add     Alternate No. 1: Cleaning of deck drain pipes with waterjet as shown on drawings, with the following operations:
1. Digging holes to expose connections at designated locations;
  2. Snake the pipes (this has already been done at several areas);
  3. Water jet the pipes;
  4. Scope the cleaned pipes with cameras to verify;
  5. If pipe sections are severely corroded or cracked, provide proposal to re-line corroded areas. Payments for this work will be drawn from Allowance #5.

\$ \_\_\_\_\_  
(amount *in figures* printed electronically, typed, or handwritten legibly in ink)

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(amount *in words* printed electronically, typed, or handwritten legibly in ink)

- \_\_\_\_\_ Add     Alternate No. 2: Clean deck with light acid wash, power wash to neutralize, re-grout the whole pool deck and final cleaning.

\$ \_\_\_\_\_  
(amount *in figures* printed electronically, typed, or handwritten legibly in ink)

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(amount *in words* printed electronically, typed, or handwritten legibly in ink)

### 3. UNIT PRICES

The Bidder submits these predetermined Unit Prices as the basis for any change orders approved in advance by the State. These Unit Prices include **all** costs, including labor, materials, services, regulatory compliance, overhead, and profit.



Not applicable.

**4. CONTRACT TIME**

The Bidder offers to perform the work in accordance with the timeline specified below:

- Start of construction: August 2<sup>nd</sup>, 2023
- Substantial completion: August 27<sup>th</sup>, 2023
- Final completion: September 1<sup>st</sup>, 2023

The Final Completion date for Work shall be within 90 calendar days of the Purchase Order from the Division of Purchases.

**5. LIQUIDATED DAMAGES**

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: Five Hundred Dollars (\$500.00) per calendar day.

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Bid No.101270  
Bid Title: TOOTELL DIVING WELL RESURFACING

**This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.**

**If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the University of Rhode Island. The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.**

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

**BIDDER**

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature in ink

\_\_\_\_\_  
Printed name and title of person signing on behalf of Bidder  
#

\_\_\_\_\_  
Bidder's Contractor Registration Number

# **THE UNIVERSITY OF RHODE ISLAND INSTRUCTIONS TO BIDDERS PUBLIC WORKS LARGE CONSTRUCTION (PWC)**

## **Compliance with Instructions to Bidders**

These Instructions to Bidders contain terms and conditions that will govern the preparation and submission of a bid proposal and any contract awarded pursuant to this solicitation.

Bidders must comply with each and every requirement of these Instructions to Bidders. Any failure to comply with any requirement may result in the determination of a nonresponsive bid proposal and/or the rejection of the bid proposal.

## **Priority of Terms and Conditions**

The terms and conditions in these Instructions to Bidders *supersede* any and all inconsistent or conflicting terms and conditions in any other provision of any other document in this solicitation or in the bid proposal and govern this solicitation, the bid proposal, and any contract awarded pursuant to this solicitation.

## **Offer to Contract**

Bid proposals constitute an offer to contract with The University of Rhode Island (URI) through the URI Purchasing Department on the terms and conditions contained in the solicitation, the laws of the State of Rhode Island, including all procurement statutes, the State of Rhode Island Procurement Regulations (available at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>) and the Board of Governors for Higher Education Procurement regulations (available at <http://www.ribghe.org/procurementregs113006.pdf>), and applicable federal and local law, all of which are incorporated into this solicitation and any contract awarded pursuant to this solicitation by this reference.

## **Comprehensive Review and Inspection**

The bidder is responsible for carefully reviewing all of the requirements of this solicitation, inspecting the project location, including checking and/or verifying measurements, site conditions, any limitations, and other details, prior to preparing and submitting its bid proposal. Failure to submit a complete bid proposal may result in rejection of the bid proposal. Claims for additional costs or time resulting from the bidder's failure to inspect and/or verify will not be considered.

## **Addenda**

Responses to questions from bidders, interpretations of plans and specifications, changes prior to the bid proposal submission deadline, approvals of any substitutions, and supplemental instructions and terms will be posted as addenda on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov), and all addenda become incorporated into this solicitation upon posting. Bidders are responsible for checking the website to determine the issuance of any addenda. No addenda will be posted within the 5-day period preceding the bid proposal submission deadline except for an addendum withdrawing the solicitation or extending the bid proposal submission deadline.

### **Pre-bid Conference**

At the discretion of the University Purchasing Agent, a pre-bid conference - mandatory or nonmandatory - may be held. Bidders must attend a mandatory pre-bid conference and are encouraged to attend a non-mandatory pre-bid conference. The bidder's representative must register with the URI Purchasing representative at a mandatory pre-bid conference and identify the bidder he or she represents.

### **Costs**

The bidder is responsible for all costs and expenses to develop and submit a bid proposal in response to this solicitation.

### **Preparation of Bid Proposal**

Bid proposals must be made on the Bid Form included in the solicitation and in accordance with the instructions in this solicitation. All applicable blanks must be completed in a legible manner, printed electronically, typed, or handwritten in ink, and amounts must be expressed in both words and figures. In the event of any contradictory terms, handwritten terms prevail over printed or typed terms, and words prevail over figures. Signatures must be in ink. No additional provisions, conditions, or limitations may be made by the bidder, and any erasures and/or corrections must be initialed in ink by the person signing on behalf of the bidder.

This solicitation contains a Bid Preparation Checklist to assist the bidder in preparing a bid proposal for submission.

### **Submission of Bid Proposal**

Each bid proposal (a complete package, with the signed URI Bidder Certification Cover Form, signed Bid Form, Bid Surety, if applicable -, signed General Contractor Apprenticeship Certification, if applicable, and public copy CD-R media disk) must be submitted in a *separate sealed envelope* with the bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Bid Proposal Submission Deadline" marked in the upper left-hand corner of the envelope.

*The bid proposal must be delivered (via mail, messenger service, or personal delivery) to the URI Purchasing Office and date-stamped receipted by the date and time specified for the bid proposal submission deadline.* Bidders should mail bid proposals sufficiently in advance of the bid proposal submission deadline to ensure timely delivery to the URI Purchasing Office or, when delivering a bid proposal in person or by messenger, should allow additional time for parking and clearance through security checkpoints. Bid proposals must be addressed to:

**MAIL TO:**

UNIVERSITY OF RHODE ISLAND  
P.O. BOX 1773  
PURCHASING DEPARTMENT  
KINGSTON, RI 02881

**COURIER:**

UNIVERSITY OF RHODE ISLAND  
PURCHASING DEPARTMENT  
DINING SERVICES DISTRIBUTION CENTER  
10 TOOTELL ROAD  
KINGSTON, RI 02881-2010

Bid proposals that are not received by the URI Purchasing Office by the bid proposal submission deadline for whatever reason will be deemed late and will not be considered. The submission time will be determined by the time clock in the URI Purchasing Office. Postmarks will not be considered proof of timely submission.

At the bid proposal submission deadline, bid proposals will be opened and read aloud in public.

## **Bid Price**

The bidder must submit a Base Bid Price on the Bid Form to perform all of the work specified in the solicitation, including the cost of the bonds and any allowances and addenda. The costs of alternates shall not be included in the calculation of the Base Bid Price. The bidder shall separately provide the cost for each alternate listed in the Bid Form. The cost for each alternate must be designated as an addition to, or subtraction from, the Base Bid Price. Alternates will be selected, if any, by the University of Rhode Island in the order of priority listed in the Bid Form.

## **Bidder Certification Cover Form**

A fully executed URI/BOGHE Bidder Certification form, supplied with this bid proposal, must be submitted with the bidder's response.

## **Public Copy**

Bid proposals submitted in response to this solicitation are public records pursuant to the Rhode Island "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 et seq. Each bid proposal must include a "public copy" to be available for public inspection upon the opening of bids. Bidders may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act. Instructions for submitting a Public Copy are included with this bid solicitation.

## **Contractors Registration**

The bidder must have and maintain a valid certificate of registration issued by the Contractors' Registration Board throughout the term of the contract awarded pursuant to this solicitation and ensure that its subcontractors, unless exempt from registration, also obtain and maintain valid certificates of registration.

## **Subcontractors**

Where applicable, the bidder must demonstrate that it is able to perform a substantial portion of the work using its own workforce. Any bidder that does not maintain a permanent workforce and/or proposes to perform a disproportionate amount of the work through one or more subcontractors will be considered unqualified. The successful bidder must establish to the satisfaction of the Purchasing Agent the reliability and responsibility of any subcontractors proposed to perform any work pursuant to this solicitation.

## **Taxes**

The State of Rhode Island is exempt from federal excise taxes and state and municipal sales and use taxes. The bidder shall not include such taxes in any prices in the bid proposal.

## **Bid Surety**

When required in the bid solicitation, bidders must furnish, with their bid proposals, either a bid bond from a surety licensed to conduct business in the State of Rhode Island or a certified check payable to the University of Rhode Island in the amount of five (5%) percent of the bid proposal. An attorney-in-fact who executes a bond on behalf of the surety must provide a certified current copy of the power of attorney. A successful bidder who fails to submit the additional documentation required by the tentative letter of award and/or fails to commence and pursue the work in accordance with the contract awarded pursuant to this solicitation may forfeit, at the discretion of the Purchasing Agent, the full amount of the bid surety as liquidated damages. The University will retain the bid surety of all bidders until the earliest of: (i) the issuance of the Purchase Order; (ii) the 61<sup>st</sup> day following the bid proposal submission deadline; or (iii) the rejection of all bid proposals.

## **Divestiture of Investments in Iran Requirement**

No bidder engaged in investment activities in Iran as described in R.I. Gen. Laws § 37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the University of Rhode Island Purchasing Department. Each bidder submitting a bid proposal or entering into a renewal of a contract is required to certify that the bidder does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws § 37-2.5-3.

## **Domestic Steel**

Any steel products required by the plans and specifications in this solicitation must be formed, extruded, forged, cast, fabricated, or otherwise processed from steel made in the United States.

## **Withdrawal**

A bidder may withdraw its bid proposal at any time prior to the bid proposal submission deadline. Bid proposals are irrevocable for a period of 60 days following the bid proposal submission deadline.

## **Reservation of Rights**

The University Purchasing Department reserves the right, at any time, for any reason, in its sole discretion, to: (i) revoke, suspend, or terminate this solicitation; (ii) accept or reject any and all bid proposals, in whole or in part; (iii) waive any technical defects, irregularities, or omissions in any bid proposals; and/or (iv) terminate any contract awarded pursuant to this solicitation, with or without cause.

## **Award**

The University Purchasing Agent, in his or her sole discretion, will award the contract pursuant to this solicitation to the responsive and responsible bidder who submits the lowest responsive and responsible bid proposal. The University Purchasing Agent may determine, in his or her sole discretion, the low bid proposal on the basis of the amount of the Base Bid Price plus the alternates selected in accordance with the Bid Form. The successful bidder will receive a tentative letter of award from the University Purchasing Department with instructions for the bidder to submit further documentation. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order by the University Purchasing Department and, in addition, an authorization from the user agency. The issuance

of the Purchase Order and the continuation of any contract awarded pursuant to this solicitation is contingent upon the availability of funds.

## **Payment and Performance Bonds**

When required in the bid solicitation, the successful bidder must furnish a 100% payment and performance bond from a surety licensed to conduct business in the State of Rhode Island upon the tentative award of the contract pursuant to this solicitation.

## **Prevailing Wages**

### ***For contracts priced under \$1 Million***

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (adjusted every July 1) for the various trades on a weekly basis, pay their workers one and one-half times the applicable prevailing wage rates for each hour worked in excess of 8 hours in any one day or 40 hours in any one week, and submit certified weekly payroll forms on a monthly basis to the University department. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at [www.dlt.ri.gov](http://www.dlt.ri.gov), must be posted at the project site.

### ***For contracts priced \$1 Million or More***

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (adjusted every July 1) for the various trades on a weekly basis, pay their workers one and one-half times the applicable prevailing wage rates for each hour worked in excess of 8 hours in any one day or 40 hours in any one week, submit certified weekly payroll forms on a monthly basis to the user agency, and maintain a certified prevailing wage daily log at the project site. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at [www.dlt.ri.gov](http://www.dlt.ri.gov), must be posted at the project site.

See the attached Contract Addenda.

## **Apprenticeship**

If the value of the project pursuant to this solicitation is at least \$1 Million (including all alternates), the successful bidder must employ apprentices on this project (in accordance with the apprentice to journeyman ratio for each trade approved by the State Apprenticeship Council. The bidder must complete, sign, and submit the General Contractor Apprenticeship Certification Form, included in the solicitation, with the bid proposal.

The successful bidder will also be required to complete, sign, and submit the General Contractor Apprenticeship Re-Certification and Certification Form following receipt of the tentative letter of award, and, in addition, each subcontractor must complete, sign, and submit to the successful bidder the Subcontractor Apprenticeship Certification Form prior to the commencement of any work on the project pursuant to this solicitation.

Specific information about apprentice occupations and apprenticeship requirements is available on the Rhode Island Department of Labor and Training website at [www.dlt.ri.gov/apprenticeship](http://www.dlt.ri.gov/apprenticeship).

## **Occupational Safety**

The successful bidder must ensure (if the total contract price is at least \$100,000) that all employees at the project site possess a card issued by the United States Department of Labor certifying successful completion of an OSHA ten (10) hour construction safety program.

## **Hazardous Substances**

The successful bidder must submit a chemical identification list to the Rhode Island Department of Labor and Training upon receipt of a Purchase Order from the University Purchasing Department prior to performance of the contract awarded pursuant to this solicitation and make available to all employees a list of any hazardous substances that may present a risk of exposure.

## **Substitutions**

Any proposal in response to a request for substitutions in this solicitation must include the detailed information necessary for a comprehensive evaluation, including (without limitation) the name of the material or equipment of the proposed substitution and a complete description of the proposed substitution, with drawings and performance and test data. Products specified in this solicitation establish a standard of quality, performance, dimension, function, and appearance. Proposed substitutions must meet the standard and will not be considered without the prior written approval of the University Purchasing Department. All substitution approvals will be posted, as addenda to the solicitation on the Division of Purchases website.

## **Licenses**

The successful bidder and anyone performing any work on the contract awarded pursuant to this solicitation must possess all of the licenses required by any federal, state, or local law to perform such work.

## **Insurance**

The successful bidder must submit a copy of an endorsement and a certificate of insurance that references the solicitation number and names the State of RI, The University of Rhode Island and the RI Board of Education as "additional insured" upon the issuance of the tentative letter of award, on an annual basis during the term of the contract awarded pursuant to this solicitation, and from time to time upon request. The certificate of insurance must state that 30 days' advance notice of cancellation, nonrenewal, or material change in coverage (referencing the solicitation number) will be sent to: URI Risk Manager 210 Flagg Rd., Kingston, RI 02881 and provide evidence of the following specific types and amounts of insurance:

--Insurance Continued--



## **Type of Insurance & Amount of Coverage**

Comprehensive General Liability \$1 Million each occurrence (inclusive of both bodily injury and property damage)\_

\$1 Million products and completed operations aggregate

\$1 Million general aggregate

*Comprehensive General Liability coverage shall include:*

Independent contractors

Contractual (including construction “hold harmless” and other types of contracts or agreements in effect for insured operations)

Completed operations

Personal injury (with employee exclusion deleted)

### **Automobile Liability**

Combined Single Limit \$1 Million each occurrence

Bodily injury, property damage, including nonowned and/or hired vehicles and equipment

### **Workers Compensation**

Coverage B \$100,000

Environmental Impairment \$1 Million or 5% of contract amount,  
 (“pollution control”) whichever is greater

Builder’s Risk - Contract amount

All insurance required by this solicitation, whether through a policy or an endorsement, shall include: (i) a waiver of subrogation, waiving any right the insurance company may have to recover against the the University of Rhode Island; and (ii) a provision that the bidder’s insurance coverage shall be primary in relation to any insurance, self-insurance, or self-retention maintained by the University of Rhode Island, and any insurance, self-insurance, or self-retention maintained by the University of Rhode island shall be in excess of the bidder’s insurance.

*The University Purchasing Agent reserves the right to accept alternate forms and plans of insurance and/or to require additional or more extensive coverage.*

## **Minority Business Enterprises**

The University Purchasing Department reserves the right to give additional consideration to bid proposals submitted by minority/women business enterprises certified by the Division of Purchases, Minority Business Office (“MBEs”) provided that any such bid proposal is fully responsive to the terms and conditions of this solicitation, and the bid price is determined, in the discretion of the University Purchasing Department, to be within a competitive range.

Any bidder who does not intend to perform all of the work with its own forces shall recruit and engage MBEs to perform at least 10% of the dollar value of the contract awarded pursuant to this solicitation. To reach that goal, the bidder may allocate up to 60% of its costs for materials and supplies obtained from MBE dealers or 100% of its costs for materials and supplies obtained from MBE manufacturers.

The successful bidder must submit a plan to meet this requirement for approval by the Division of Purchases, Minority Business Enterprise Compliance Office within the 21-day period following the tentative letter of award, identifying all MBEs, and must also demonstrate its good faith best efforts to

meet these MBE goals. Information about this requirement and a directory of MBEs certified in Rhode Island is available at <http://odeo.ri.gov/offices/mbeco/index.php> or (401) 574-8670.

### **Equal Opportunity**

The successful bidder must demonstrate a commitment to equal opportunity and submit an affirmative action plan for review by the Rhode Island Department of Administration State Equal Opportunity Office within the 21-day period following the tentative letter of award. Information about this requirement is available at <http://odeo.ri.gov/offices/eoo/index.php> or (401) 222-3090.

### **Drug-Free Workplace**

The successful bidder shall comply, and require that its employees comply, with the State of Rhode Island Drug Free Workplace policy and provide a certificate of compliance within the 21-day period following the tentative letter of award.

### **Sprinkle Impairment and Hot Work**

The successful bidder must comply with the requirements of the University of Rhode Island's insurance carrier for sprinkler impairment and hot work, accessible at the URI Public Safety & Fire Life Safety Department under Policies and Forms: <https://web.uri.edu/publicsafety/>

### **Foreign Corporations**

No foreign corporation or limited liability company may transact business in the State of Rhode Island until it shall have obtained a Certificate of Authority from the Rhode Island Secretary of State, and no foreign limited partnership may transact business in the State of Rhode Island until it shall have obtained a Certificate of Registration from the Rhode Island Secretary of State. The successful bidder, if a corporation or limited liability company, will be required to provide a Good Standing Certificate, and if a limited partnership, will be required to provide a Letter of Legal Existence, issued by the Rhode Island Secretary of State within the 21-day period following the tentative letter of award.

### **Campaign Finance**

The successful bidder who has contributed, within the 24 months preceding the contract award, an aggregate amount of more than \$250.00 within a calendar year to any Rhode Island general officer, candidate for general office, any member of the general assembly, or any Rhode Island political party, must file a "Vendor Affidavit" with the State of Rhode Island Board of Elections. Information about "Vendor Affidavits" and electronic filing is available at [www.elections.ri.gov](http://www.elections.ri.gov) or Board of Elections, Campaign Finance, (401) 222-2056.

### **Binding Contract**

The form of agreement the successful bidder will be required to execute is included in the solicitation. A binding contract between the University of Rhode Island and the successful bidder will be formed by the issuance of a Purchase Order from the University Purchasing Department, *and only by the issuance of a Purchase Order, and only to the extent of available funds.* The binding contract will incorporate and be subject to the terms and conditions of the solicitation, including the Invitation to Bid, the Instructions to Bidders, the General Conditions, any Supplemental Conditions, the Plans and Specifications, the Bid Preparation Checklist, the Bid Form, the Bidder Certification Cover Form, the Agreement, and also the

Purchase Order. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order and, in addition, an authorization from the responsible University department.

**Compliance with Terms of Contract**

Failure of the successful bidder to comply with the terms and conditions of any contract awarded pursuant to this solicitation may result in nonpayment, suspension or termination of the contract, suspension or debarment of the bidder, or any other necessary or appropriate remedy.

**THE  
UNIVERSITY  
OF RHODE ISLAND**

**DIVISION OF  
ADMINISTRATION  
AND FINANCE**

THINK BIG  WE DO™

PURCHASING DEPARTMENT  
10 Tootell Road, Suite 3, Kingston, RI 02881 USA

p: 401.874.2171

f: 401.874.2306

[uri.edu/purchasing](http://uri.edu/purchasing)



REVISED 12/12/13

NOTICE TO VENDORS

Each bid proposal for a *public works project* must include a “public copy” to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.**

The public copy must be submitted in .pdf (portable document file) format on a *read-only* CD-R media disc. The disc must include *all of the documents* submitted in response to the solicitation concatenated or merged into one file. The file must be named in the following manner:

BidNumber\_DateofBid\_VendorName.pdf

The Bidder Certification Cover Form contains all of the information for the file name. The date of the bid must appear as mm-dd-yyyy. The vendor name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

*Example:* 3210\_01-08-2014\_OceanStateCompanyInc.pdf

The public copy disc must be separately enclosed in a protective cover clearly marked “Public Copy” and include the following information (all available from the Bidder Cover Page): (1) title of solicitation; (2) name of bidder (3) bid number and (4) date of bid.

The public copy may redact any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the “Access to Public Records Act,” R.I. Gen. Laws §§ 38-2-1 *et seq.*

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 372-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 accessible at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>

**STATE CONTRACT ADDENDUM**  
**RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING**  
**PREVAILING WAGE REQUIREMENTS**  
**(37-13-1 ET SEQ.)**

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at [www.dlt.ri.gov/pw/Posters.htm](http://www.dlt.ri.gov/pw/Posters.htm) or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at [www.dlt.ri.gov](http://www.dlt.ri.gov) on or before July 1<sup>st</sup> of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1<sup>st</sup> of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any subcontractors and their assignees for prevailing wage work performed pursuant to this contract;
6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;

7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at [www.dlt.ri.gov/pw.forms/htm](http://www.dlt.ri.gov/pw.forms/htm), as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journeyperson ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and
13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at [www.dlt.ri.gov/pw](http://www.dlt.ri.gov/pw).

### CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

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

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

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

APPENDIX A

**TITLE 37**  
**Public Property and Works**

**CHAPTER 37-13**  
**Labor and Payment of Debts by Contractors**

**SECTION 37-13-5**

**§ 37-13-5 Payment for trucking or materials furnished – Withholding of sums due.** – A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.



APPENDIX B

**TITLE 37**

**Public Property and Works**

**CHAPTER 37-13**

**Labor and Payment of Debts by Contractors**

**SECTION 37-13-7**

§ 37-13-7 Specification in contract of amount and frequency of payment of wages.

– (a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

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

- (1) The basic hourly rate of pay; and
- (2) The amount of:

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

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

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

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

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.



## Public Works Vendor Bid Response Checklist

**Title: TOOTELL DIVING WELL RESURFACING**

This checklist is provided to assist the bidder in preparing a bid proposal for submission. It is NOT a substitute for a thorough review of the bid documents nor a comprehensive list of all bid proposal requirements. Each bidder is responsible to review the instructions contained in the bid proposal and to comply with all requirements of the solicitation.

Bid Proposal Package is to include:

- ✓ Bid Cover Page, signed, in ink.
- ✓ URI Bidder Certification Form (3 pages), completed and signed in ink.
- ✓ Bid Form:
  - All applicable blank spaces on the Bid Form have been completed.
  - All addenda have been acknowledged.
  - Bid price printed legibly in ink (in both words and figures that match where specified).
  - Erasures or corrections have been initialed by the person signing the form.
  - Bid Form is signed in Ink.
- ✓ Bid Surety
  - Bid Bond or Certified Check made payable to the University of RI.
  - Bid Surety is five percent (5%) of the bid total (unless otherwise specified).
  - Bid Bond is signed by the bidder and surety.
  - Bid Bond is issued by a company licensed in the State of RI.
  - Power of attorney is attached to the Bid Bond (if applicable) showing the name of the person who signed the surety bond.
- ✓ A Public Copy of the bid proposal in pdf format on a read-only CD-R media disk.
- ✓ Contractor's Registration Board number or Applicable license has been indicated and copy submitted if indicated.
- ✓ Form 2013-17 State Contract Addendum certifying Prevailing Wage is signed and Notarized (*Note: this is not mandatory at the time of the bid but will be required for award*).



- ✓ All bid proposal documents are to be submitted in a sealed envelope with the specific solicitation#, Solicitation Title, and the bid proposal submission deadline marked in the upper left hand corner of the envelope.
- ✓ If responses to multiple bids are being submitted, EACH bid proposal is submitted in a separate sealed envelope.

Buyer: Andrea Turano

Contact Information: andrea\_turano@uri.edu, 401-874-9133



## **The University of Rhode Island, Kingston Campus - Contract Vendor Protocol**

### **Operational Procedures:**

- Please review the University's policy regarding parking on campus at the following website: <https://web.uri.edu/parking/visitorparking/>
- No parking on any grassy surfaces, handicap spots, fire lanes or on sidewalks unless specifically authorized. Service vehicles must have appropriate signage/labeling. Vendors must park in designated areas and follow all parking rules. For additional information, please visit the URI Parking Services website at: <https://web.uri.edu/parking/visitorparking/>
- For questions on deliveries to our Central Receiving warehouse please call: 401.874.5468

### **Proper Attire:**

- On site technicians are to be properly attired. No tank tops, sleeveless shirts, hats with anything other than vendor company logo will be allowed. Shirts shall only display the company logo or be unadorned with a company identification badge clearly displayed and be available for inspection at any time
- No sunglasses will be worn inside any building.
- No smoking in or within 50 feet of any University of Rhode Island building.

### **URI Standard Documents:**

The latest version of the following documents, available on the URI Capital Projects website, <http://web.uri.edu/capitalprojects/manual-for-construction-project-safety-procedures/>, will apply to all of the work at the University and are hereby incorporated by reference:

- URI Sexual Harassment Policy
- Manual for Construction Project Safety Procedures
- Hot Work Procedure
- Managing Fire Protection System Impairment
- URI Water System Regulations/Policies

\*Note: If there are any contradictions between the above and specific contract requirements, the contract requirements will supersede the above.



# URI - TOOTELL AQUATIC CENTER DIVING POOL RESURFACING

105 KEANEY ROAD, KINGSTON RI 02881

URI PROJECT # KC.A.TOOT. 2022.001



THE  
UNIVERSITY  
OF RHODE ISLAND



**TECTON  
ARCHITECTS**  
17 RAILROAD AVENUE  
WESTERLY, RI 02891

## DRAWING LIST

GENERAL  
G0.0 COVER SHEET

### ARCHITECTURE

- DP-1 DIVING POOL DEMOLITION PLAN
- DP-2 DIVING POOL CONSTRUCTION PLAN
- DP-3 DIVING POOL DETAILS
- DP-4 DIVING POOL REFERENCE PHOTOS
- DP-5 ALT- 1 CLEANING OF POOL DECK DRAIN PIPES  
ALT-2 RE-GROUTING OF THE POOL DECK
- DP-6 ALT1- CLEANING OF POOL DECK DRAIN PIPES

DIVING POOL RESURFACING

PROJECT NAME: URI - TOOTELL AQUATIC CENTER

PROJECT NUMBER: URI75IN



CONSTRUCTION  
DOCUMENTS

04/11/2023



**KEYNOTES - DEMOLITION**

1	REPAIR 1'X1' HOLE IN PLASTER UNDER WATER. COORDINATE WITH OWNER FOR EXACT LOCATION IN THE INSTRUCTIONAL POOL.
2	REMOVE EXISTING TILE AND PREP SURFACE TO RECEIVE NEW 1'X1' BLACK TILES
3	ONE METER STAND
4	PREP SURFACE TO INSTALL NEW TILES TO MATCH ADJACENT.
5	CHIP OUT ANY LOOSE PLASTER FINISHES, DOWN TO SOUND PLASTER OR ORIGINAL SOUND CONCRETE/SHOTCRETE. ANY CRACKS SHALL BE CHIPPED OUT TO A MINIMUM TO 3/4"X3/4" AND THEN FILLED FLUSH WITH NON-SHRINK GROUT. ALL EXPOSED REBAR, RUST SPOTS, ETC. SHALL BE EXPOSED, BUSHED DOWN 1-1/2" BELOW FINISH SURFACE, ZINC COATED AND FILLED FLUSH WITH NON-SHRINK GROUT. ANY OTHER IMPERFECTIONS IN THE POOL SHELL SHALL BE REPAIRED PRIOR TO INSTALLING A NEW WHITE PLASTER FINISH.
6	REMOVE ANY DAMAGED WATERLINE AND GUTTER CAP TILE. CONTRACTOR TO REVIEW CONDITIONS WITH CLIENT TO DETERMINE THE EXTENTS OF REPAIR.
7	REMOVE ANY DAMAGED POOL FITTINGS, ROPE ANCHORS OR GRATES. CONTRACTOR TO REVIEW CONDITIONS WITH CLIENT TO DETERMINE THE EXTENT OF REPAIR.
8	REMOVE AND REPLACE ALL EXISTING GRAB RAILS STEPS. ONCE STEPS ARE REMOVED ALL RUST SPOTS SHALL BE EXPOSED, BUSHED DOWN 1-1/2" BELOW FINISHED SURFACE, ZINC COATED AND FILLED FLUSH WITH NON-SHRINK GROUT. REMOVE AND REPLACE GRAB RAILS. QUANTITY: 4 SETS.
9	PREVIOUSLY REPAIRED CRACKS ALONG DRAIN LINE POOL BOTTOM AND SIDE WALL TO BE INSPECTED, CHIPPED DOWN TO MIN. 3/4" AND REPAIRED AS NEEDED BEFORE NEW PLASTER IS APPLIED.
10	BACKWASH BOX TO REMAIN.
11	CLEAN AND INFILL HOLES

**GENERAL NOTES - DEMOLITION**

1. THE CONTRACTOR SHALL ERECT AND MAINTAIN A PRESSURE TENT AT THE INSTRUCTIONAL POOL FOR THE CONTAINMENT OF DUST DURING THE DEMO PHASE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEMOLITION AND REMOVAL NECESSARY TO COMPLETE THE WORK. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE REMOVAL AND PROPER DISPOSAL, INCLUDING ALL COSTS FOR CARRYING AND DUMPING, OF ALL MATERIAL DEMOLISHED FROM THE PROJECT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO PATCH AND REPAIR ALL EXISTING, TO REMAIN AREAS AND SURFACES AS NOTED AND/OR SHOWN. THIS INCLUDES ALL WORK NECESSARY TO READY SURFACES FOR NEW FINISHES TO FOLLOW IN CONSTRUCTION PHASE. MATCH ALL ADJACENT MATERIALS WHERE PATCHING OCCURS.
4. IT IS NOT THE INTENT TO SHOW EVERY PIECE OR ITEM TO BE REMOVED IN DEMOLITION WORK. DEMOLITION AND REMOVAL SHALL BE PERFORMED WHETHER SO NOTED OR NOT. PROTECT ALL ITEMS INTENDED FOR SALVAGE AND REUSE OR SCHEDULED TO REMAIN.
5. PRESERVE AND PROTECT ALL FLOOR, WALL, AND CEILING FINISHES TO REMAIN WHERE POSSIBLE IN AREAS OF DEMOLITION AND ALONG PATH OF INGRESS/EGRESS.
6. CONTRACTOR IS TO PHOTOGRAPH AND DOCUMENT ON A PLAN ANY AND ALL EXISTING DAMAGED ITEMS/SURFACES. FINISHES IN AND IMMEDIATELY AROUND THE WORK AREA AND ALL WORK PATHS FROM STAGING AREA PRIOR TO THE START OF WORK. CONTRACTOR IS TO SITE WALK ALL EXISTING DAMAGED AREAS WITH THE OWNER AND PROVIDE A COPY OF THE PHOTOGRAPHS AND DOCUMENTATION BEFORE WORK BEGINS. FAILURE TO PROVIDE THIS INFORMATION REPRESENTS ACCEPTANCE BY THE CONTRACTOR THAT ALL EXISTING SURROUNDING FINISHES (CONCRETE, FLOORING, ETC.) AND ALL DOORS, PATHWAYS, ETC. ARE UNDAMAGED AND IN CLEAN AND FUNCTIONING CONDITION, AND CONTRACTOR ACCEPTS THE RESPONSIBILITY TO MAINTAIN AND CORRECT ANY DAMAGE LATER FOUND BY THE OWNER DURING CONSTRUCTION PERIOD IN THESE AREAS AT NO EXPENSE TO THE OWNER.
7. THE CONTRACTOR SHALL COORDINATE DEMOLITION WITH OTHER TRADES, AND SHALL PROTECT ALL EXISTING WORK, BUILDINGS, UTILITIES, ETC. TO REMAIN AS REQUIRED FOR RENOVATION OF SWIMMING POOL.
8. COORDINATE INGRESS/EGRESS AND HAUL ROUTES WITH THE OWNER PRIOR TO START OF WORK. PROVIDE ALL OSHA REQUIRED SAFETY BARRIERS AT BOTH POOLS, WORK AREA, AND ADJACENT POOL AREAS, INCLUDING EGRESS/INGRESS PATHS.
9. COORDINATE PROPOSED CONTRACTOR STAGING AREA WITH THE OWNER PRIOR TO CONSTRUCTION. PROVIDE TEMPORARY PHONE, TOILET(S), FENCING, GATES, ETC. AS REQUIRED.
10. POOL PLAN VIEWS AND SECTIONS ARE SHOWN FOR CONTRACTOR INFORMATION AND ASSISTANCE. THE CONTRACTOR IS RESPONSIBLE FOR INDIVIDUAL SQUARE FOOTAGE TAKE-OFFS AND ESTIMATIONS WITH REGARD TO DEMOLITION, PREPARATION, AS WELL AS MEANS AND METHODS OF CONSTRUCTION. CONTRACTOR SHALL VISIT THE SITE AS REQUIRED TO ACCOMPLISH THE WORK, AND TO BECOME FAMILIAR WITH SCOPE AND SERVICES OF WORK REQUIRED.
11. POOL DRAIN DOWN BY URI STAFF



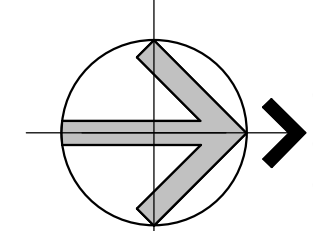
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Client/ Contractor  
**THE UNIVERSITY OF RHODE ISLAND**

Project  
**URI - TOOTELL AQUATIC CENTER DIVING POOL RESURFACING**

105 KEANEY ROAD, KINGSTON RI 02881



Seals  
**CONSTRUCTION DOCUMENTS**

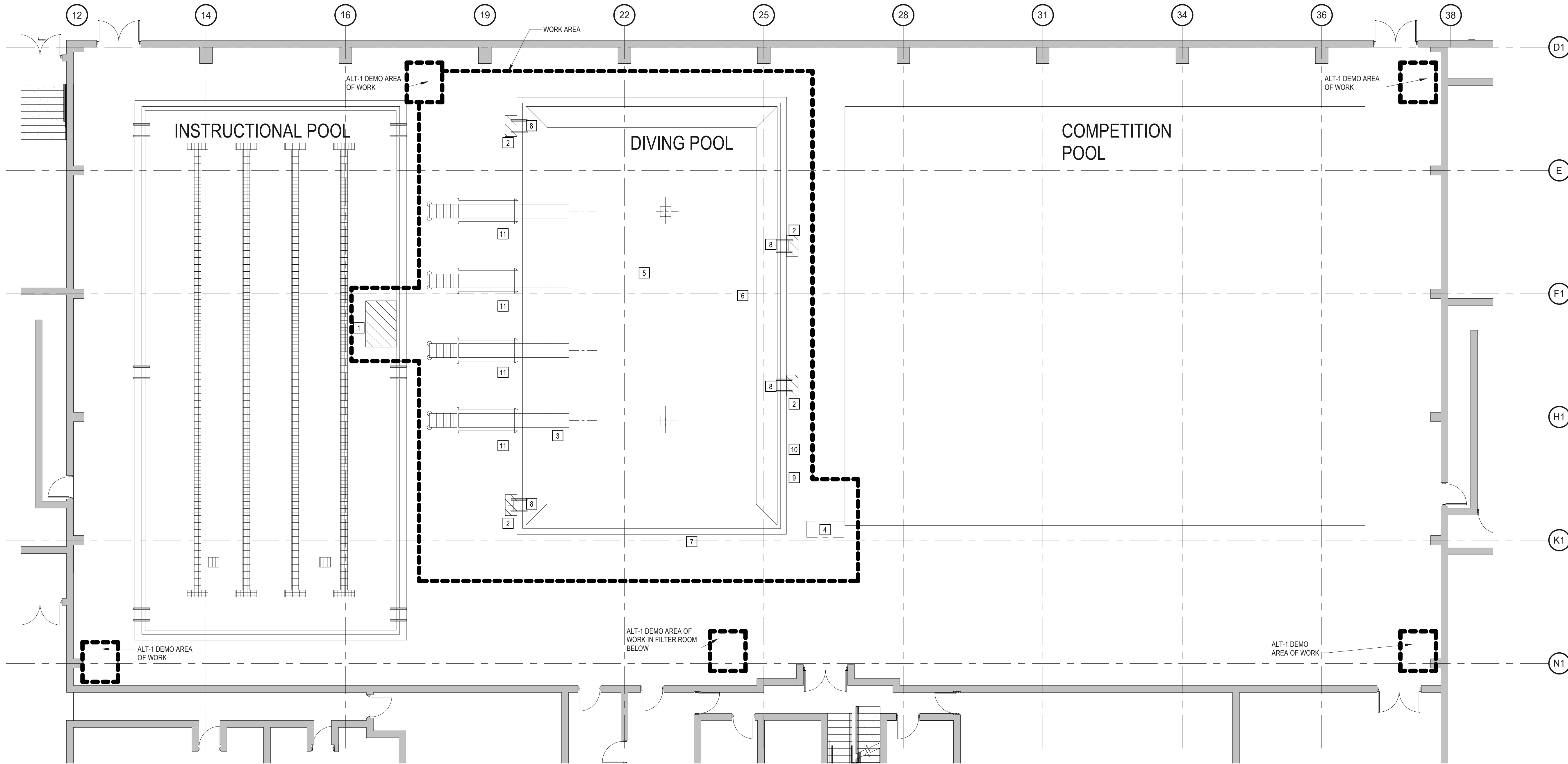


Issues / Revisions		
No.	Date	Description
1	4/11/2023	CONSTRUCTION DOCUMENTS

Drawing Title  
**DIVING POOL DEMOLITION PLAN**

Project Manager: MT	Project No: URI75IN
Project Architect: MT	Production Leader: JR
Project Designer: MT	Peer Reviewer: RA

Drawing Number  
**DP-1**



**H10 POOL DECK DEMOLITION PLAN**  
 1/8" = 1'-0"

C:\Users\lyoshnaR\Documents\uri75in\_Pool Resurfacing\_JoshnaR.rvt 4/12/2023 9:50:44 AM



















Standard Contract Documents – URI Bid

PROJECT MANUAL

**University of Rhode Island  
Tootell Aquatic Center  
Diving Pool Resurfacing**

105 Keaney Road, Kingston RI 02881

March 31, 2023

Tecton Project Number URI75IN  
URI Project #KC.A.TOOT.2022.001



Owner: State of Rhode Island Board of Education, University of Rhode Island,  
and State of Rhode Island

In care of: Office of Capital Projects  
University of Rhode Island  
Sherman Building, 60 Tootell Road,  
Kingston, RI 02881  
Attn: Paul DePace, 401.874.2725

Design Agent: Tecton Architects pc  
17 Railroad Ave.  
Westerly, RI 02891  
Marco Tommasini, 860.712.4134

## PROJECT MANUAL

### **University of Rhode Island Tootell Aquatic Center Diving Pool Resurfacing**

105 Keaney Road. Kingston RI 02881

### **Kingston Campus**

March 31, 2023

Tecton Project Number URI75IN  
URI Project #KC.A.TOOT.2022.001

## **DOCUMENT 00 0110 - TABLE OF CONTENTS**

### **PROCUREMENT AND CONTRACTING REQUIREMENTS**

#### **DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS**

00 0010	Cover
00 0050	Title Page
00 0110	Table of Contents
00 0115	List of Drawings
00 5200	Agreement Form
00 6140	Waiver of Lien Form
00 7000	General Conditions
00 7200	URI Standard Documents

### **SPECIFICATIONS**

#### **DIVISION 01 - GENERAL REQUIREMENTS**

01 1000	Summary
01 1010	Attachment A – Site Utilization
01 1020	Attachment B – Fire Protection Impairment Form
01 1030	Attachment C – Abatement Plan
01 2000	Price and Payment Procedures
01 2010	Attachment A - Price and Payment Procedures
01 2020	Attachment B - MBE Utilization Form
01 3000	Administrative Requirements
01 3010	Attachment A – Administrative Requirements
01 3020	Attachment B – Small Project Changes
01 3300	Submittal Procedures
01 3310	Attachment A – Submittal Procedures
01 3320	Attachment B – Small Project Changes
01 4000	Quality Requirements
01 4010	Attachment A – Quality Requirements
01 4020	Attachment B – Small Project Changes
01 5000	Temporary Facilities and Controls
01 5010	Attachment A – Temporary Facilities and Controls
01 5020	Attachment B – Small Project Changes
01 6000	Product Requirements
01 6010	Attachment A – Product Requirements
01 6020	Attachment B – Small Project Changes
01 7000	Execution Requirements
01 7010	Attachment A – Execution Requirements
01 7020	Attachment B – Small Project Changes
01 7320	Waste Management
01 7330	Attachment A – Waste Management
01 7331	Attachment B – Small Project Changes
01 7800	Closeout Requirements
01 7810	Attachment A – Closeout Requirements
01 7820	Attachment B – Small Project Changes



**DIVISION 02 – EXISTING CONDITIONS**

Not included in Specification

**DIVISION 03 – CONCRETE**

Not included in Specification

**DIVISION 04 – MASONRY**

Not included in Specification

**DIVISION 05 – METALS**

Not included in Specification

**DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES**

Not included in Specification

**DIVISION 07 - THERMAL AND MOISTURE PROTECTION**

Not included in Specification

**DIVISION 08 – OPENINGS**

Not included in Specification

**DIVISION 09 – FINISHES**

Not included in Specification

**DIVISION 10 – SPECIALTIES**

Not included in Specification

**DIVISION 11 – EQUIPMENT**

Not included in Specification

**DIVISION 12 – FURNISHINGS**

Not included in Specification

**DIVISION 13 - SPECIAL CONSTRUCTION**

13 1104 Swimming Pool Ceramic Tile

13 1105 Swimming Pool Plaster

13 1106 Swimming Pool Equipment and Gutter Caulking

**END OF DOCUMENT**

**DOCUMENT 00 0115 - LIST OF DRAWINGS**

<b><u>Dwg. No.</u></b>	<b><u>Drawing Title</u></b>	<b><u>Date</u></b>
G0-0	COVER SHEET	
DP-1	DIVING POOL DEMOLITION PLAN	
DP-2	DIVING POOL CONSTRUCTION PLAN	
DP-3	DIVING POOL DETAILS	
DP-4	DIVING POOL REFERENCE PHOTOS	

**END OF DOCUMENT**

Tecton Architects pc

Standard Contract Documents-URI Bid  
Tootell Aquatic Center  
Diving Pool Resurfacing  
URI #KC.A.TOOT.2022.001

**DOCUMENT 00 5200 – AGREEMENT FORM**

**PART 1 – GENERAL**

- 1.1 The Agreement Form to be utilized on this project is AIA Document A101-2017 as amended, a copy of which follows this page.

**END OF DOCUMENT**

March 31, 2023

**AGREEMENT FORM  
00 5200-1**



# AIA<sup>®</sup> Document A101<sup>™</sup> – 2017

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

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

BETWEEN the Owner:  
(Name, legal status, address, telephone and facsimile numbers, and website)

**State of Rhode Island One Capitol Hill, Second Floor  
Providence, Rhode Island 02908-5855  
401.578.8100 (telephone); 401.574.8387 (facsimile)  
www.purchasing.ri.gov**

acting by and through,

**The University of Rhode Island Purchasing Department  
10 Tootell Road  
Kingston, Rhode Island 02881  
401.874.2171 (telephone); 401.874.2306 (facsimile)  
<http://web.uri.edu/purchasing/>**

**and  
The University of Rhode Island Board of Trustees  
35 Campus Ave, Green Hall  
Kingston, Rhode Island 02881**

on behalf of the User Agency:  
(Name, legal status, address, telephone and facsimile numbers, and website)

**The University of Rhode Island  
Office of Capital Projects  
60 Tootell Road – Sherman Building  
Kingston, Rhode Island 02881  
401.874.2725 (telephone)**

and the Contractor:  
(Name, legal status, address, telephone and facsimile numbers, and website)

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

The Design Agent:  
(Name, legal status, address, telephone and facsimile numbers, and website)

**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.

The parties should complete A101<sup>™</sup>–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201<sup>™</sup>–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.



Init.

/

| (Paragraph Deleted)

| The Owner and Contractor agree as follows.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

| The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. No part of the Work shall be performed by Subcontractors without the Owner's prior written consent.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

| § 3.1 The date of commencement of the Work shall  
| be the later of: (i) the issuance of the Purchase Order by the Owner; and (ii) the  
| (Paragraph Deleted)

| date set forth in a notice to proceed issued by the User Agency.

| (Paragraphs Deleted)

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

§ 3.3 Substantial Completion

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

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

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

Init.

[ ] By the following date:

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

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

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

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. Subject to additions and deductions as provided in the Contract Documents, the Contract Sum shall be: \$ \_\_\_\_\_.

#### § 4.2 Alternates

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

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

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

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

§ 4.3 Allowances, if any, are specified in the Bid Proposal Form and are included in the Contract Sum.

*(Paragraph Deleted)*

*(Table Deleted)*

#### § 4.4 Unit prices, if

*any, are specified in the Bid Proposal Form and include all costs, including without limitation, labor, materials, services, regulatory compliance, overhead, and profit necessary for the completion of the Work. Unit prices shall be used for both additions to, and deletions from the Work.*

*(Table Deleted)*

#### § 4.5 Liquidated damages, if any:

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

.1 In the event that there is one date for Substantial Completion of the Work, the Contractor shall pay the Owner the sum stipulated in this Section 4.5.1 as liquidated damages, and not as a penalty, for each calendar day of delay until the Work is substantially complete: \$ \_\_\_\_\_.

.2 In the event that the Project is scheduled to be completed in phases, and there is more than one date for Substantial Completion of the Work, the Contractor shall pay the Owner an aggregate amount equal to the sums stipulated in this Section 4.5.2 as liquidated damages, and not as a penalty, for each calendar day of delay until the Work for each phase is substantially complete:

Init.

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User Notes:

(3B9ADA38)

**Phase            Liquidated Damages Sum**

.3 The Owner and the Contractor have reasonably determined the sums set forth in this Section 4.5 to be a fair estimate of the Owner' actual damages which are difficult to ascertain in the event of delay.

§ 4.6 Other:  
*(Paragraph Deleted)*

The Owner shall not be liable to the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of any delays. The sole remedy against the Owner for delays shall be the allowance of additional time for completion of the Work.

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 The Owner shall make payment of the certified amount, less retainage, to the Contractor not later than the 30<sup>th</sup> working day following written approval by the Owner.

*(Paragraph Deleted)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor and approved by the Design Agent and the Owner in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Design Agent and the Owner may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

§ 5.1.6 In accordance with AIA Document A201™–2007, General Conditions of the Contract for Construction as modified by the Owner, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Design Agent determines, in the Design Agent's professional judgment, to be reasonably justified.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Design Agent has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2007 as modified by the Owner;

Init.



- 3 For Work performed or defects discovered since the last payment application, any amount for which the Design Agent may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2007 as modified by the Owner; and
- 4 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: five (5%) percent.

*(Paragraph Deleted)*

#### § 5.1.7.1.1 Deleted.

*(Paragraph Deleted)*

#### § 5.1.7.2 Deleted.

*(Paragraph Deleted)*

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

*(Paragraph Deleted)*

The amount of five (5%) percent shall be retained by the Owner through the date of Substantial Completion of the Work and then after the date of Substantial Completion of the Work in accordance with R.I. Gen. Laws § 37-12-10.1.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2007 as modified by the Owner.

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

**§ 5.1.10 Within 10 working days of receipt of any progress payment from the Owner, the Contractor must pay its Subcontractors the full amount included for each such Subcontractor within the Contractor’s Application for Payment in accordance with the provisions of AIA A201 – 2007, General Conditions of the Contract for Construction as modified by the Owner.**

#### § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, less the amount withheld pursuant to § 5.1.7.3, shall be made by the Owner to the Contractor when:

- 1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2007 as modified by the Owner, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Design Agent and approved in writing by the Owner;
- 3 the Contractor has submitted its final release and final releases from all of its Subcontractors and suppliers in a form acceptable to the Owner; and
- 4 the Contractor has submitted to the Owner all close-out documents, including without limitation, all as-built plans, warranties, manuals, and other materials set forth in the Contract Documents.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 working days after the issuance of the Design Agent’s final Certificate for Payment and written approval by the Owner.

Init.

### § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due in accordance with the provisions of “Prompt Payment by Department of Administration,” R.I. Gen. Laws §§ 42-11.1-1 et seq.

### § 5.4 Owner’s Rights

§ 5.4.1 The Owner shall have the right to deduct from any payments due to the Contractor the amount of any unpaid obligations owed to the State of Rhode Island by the Contractor, including without limitation, any and all unpaid taxes, the amount of any claim against the Contractor arising out of this Agreement, or any amount on account of any other reason permitted by applicable law.

§ 5.5 Pursuant to R.I. Gen. Laws § 44-1-6, the Owner shall withhold payment from the Contractor if the Contractor does not maintain a regular place of business in Rhode Island in the amount of three (3%) percent of the Contract Sum until 30 calendar days after Final Completion and compliance by the Contractor with the requirements of such section. The three (3%) percent withheld pursuant to R.I. Gen. Laws § 44-1-6 is not considered retainage which is held pursuant to § 5.1.7.

*(Paragraph Deleted)*

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

Claims shall be referred to the Initial Decision Maker for initial decision. The University of Rhode Island Vice President for Administration and Finance pursuant to the provisions of the “Delegation of Limited Procurement Authority,” dated January 19, 2018 and the provisions of the “State Purchases Act,” R.I. Gen. Laws § 37-2-1 et seq., will serve as the Initial Decision

*Maker in accordance with the provisions of the State Purchases Act, State of Rhode Island Procurement Regulations, and this Section 6.1. An initial decision shall be required as a condition precedent to binding dispute resolution pursuant to Section 6.3 of any Claim arising prior to the date final payment is due.*

### § 6.2 Mediation

For any Claim not resolved by the Initial Decision Maker procedures set forth in Section 6.1, and prior to the implementation of the binding dispute resolution procedures set forth in Section 6.3, the Contractor shall *have the*

option to pursue mediation, exercisable by written notice to the Owner within 30 calendar days of an Initial Decision. In the event of the exercise of such option by the Contractor, the Owner and the Contractor shall attempt to select a mediator, and in the event that the Owner and the Contractor cannot agree on a mediator, either party may apply in writing to the Presiding Justice of the Providence County Superior Court, with a copy to the other, with a request for the court to appoint a mediator, and the costs of the mediator shall be borne equally by both parties.

*(Paragraph Deleted)*

### § 6.3 Binding Dispute Resolution

For any Claim not resolved by the Initial Decision Maker procedures set forth in Section 6.1, or mediation at the option of the Contractor pursuant to Section 6.2, the method of binding dispute resolution shall be determined in accordance with the provisions of the “Public Works Arbitration Act,” R.I. Gen. Laws §§ 37-16-1 et seq.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007, as modified by the Owner. The Contract may also be terminated by the Owner: (i) in the event of the unavailability of appropriated funds; (ii) in the absence of a determination of continued need; or (iii) as *otherwise provided in the State of Rhode Island Procurement Regulations General Conditions of Purchase or other applicable law.*

§ 7.1.1 *Deleted.*

Init.

§ 7.2 The Work may be suspended by the Owner as provided in: (i) the State of Rhode Island General Conditions of Purchase Regulation or other applicable law; or (ii) Article 14 of AIA Document A201–2007 as modified by the Owner.

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to: (i) the AIA Document A201 – 2007 or other Contract Document as modified by the Owner; and (ii) that provision in the AIA Document A201 – 2007 as modified by the Owner or other Contract Document as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Representatives for the Owner

§ 8.2.1 The Owner’s representative:

*(Name, title, address, email address, and other information for the preferred methods of contact)*

**The University of Rhode Island, Purchasing Department  
10 Tootell Road  
Kingston, Rhode Island 02881  
Paul M. DePace, PE  
401.874.2725 (telephone)**

§ 8.2.2 The User Agency’s representative:

*(Name, title, address, email address, and other information for the preferred methods of contact)*

**The University of Rhode Island  
Office of Capital Projects  
60 Tootell Road – Sherman Building  
Kingston, Rhode Island 02881  
Paul M. DePace, PE  
401.874.2725 (telephone)**

§ 8.2.3 The Design Agent’s representative:

*(Name, title, address, email address, and other information for the preferred methods of contact)*

§ 8.3 The Contractor’s representative:

*(Name, title, address, email address, and other information for the preferred methods of contact)*

§ 8.4 Neither the Owner’s nor the Contractor’s representative nor the Design Agent’s representative shall be changed without 10 working days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in the Solicitation and elsewhere in the Contract Documents.

Init.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Solicitation and elsewhere in the Contract Documents.

§ 8.6 **Deleted.**

§ 8.7 Other provisions:

§ 8.7.1 **The Contractor represents and warrants to the Owner, in addition to any other representations and warranties of the Contractor elsewhere in the Contract Documents:**

.1 The Contractor and its Subcontractors are each financially solvent, able to pay their debts as they mature, and possess sufficient working capital to perform their obligations under the Contract Documents.

.2 The Contractor and its Subcontractors are each able to furnish the tools, materials, equipment, and labor required to complete the Project as required under the Contract Documents.

.3 *The Contractor and each Subcontractor are authorized to do business in the State of Rhode Island and are properly licensed by all necessary governmental authorities having jurisdiction over them and over the Work and the Project.*

.4 The execution of this Agreement and its performance is within its duly authorized powers.

.5 The Contractor has visited the site of the Project, familiarized itself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents.

.6 The Contractor possesses the requisite level of experience and expertise in the business administration, construction, and superintendence of projects of the size, complexity, and nature of the Project, and it will perform the Work with the care, skill, and diligence of a contractor possessing such experience and expertise.

§ 8.7.2 The representations and warranties of the Contractor in this Section 8.7 and elsewhere in the Contract Documents will survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work.

§ 8.7.3 Any Change Orders or other Modifications must be approved in writing by the Owner.

§ 8.7.4 The Owner is the State of Rhode Island, acting by and through its Department of Administration, Division of Purchases, and therefore, pursuant to the provisions of R.I. Gen. Laws § 34-28-31, mechanics liens may not be placed against the Project.

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as modified by the Owner
- .2 **Deleted.**
- .3 AIA Document A201™–2007, General Conditions of the Contract for Construction, as modified by the Owner.
- .4 **Deleted.**
- .5 Drawings

*(Table Deleted)*

The Drawings are included in the Solicitation and are available on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

- .6 Specifications

*(Table Deleted)*

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User Notes:

(3B9ADA38)

The Specifications are included in the Solicitation and are available on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

.7 Addenda, if  
*(Table Deleted)*

any, issued pursuant to the Solicitation form a part of the Solicitation and are available on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

.8  
*Supplementary and other Conditions of the Contract, including without limitation, the State of Rhode Island General Conditions of Purchase Regulation.*

.9 Other documents listed below:

*(Paragraph Deleted)*

.1 The Solicitation, issued by the Owner, including without limitation, the Invitation to Bid, the Instructions to Bidders, the Specifications and Drawings, any Addenda, and the Bid Checklist.

*(Paragraph Deleted)*

.2 The Bid Proposal, including without limitation, the Bid Form and the Bidder Certification Cover Form.

*(Table Deleted)*

.3 The Purchase Order issued by the Owner.

§ 9.2 This Agreement and the Contract Documents are subject to, and governed by, the laws of the State of Rhode Island, including all procurement statutes and regulations (available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)), and applicable federal and local law, all of which are fully incorporated into this Agreement by this reference.

*(Table Deleted)*

*(Paragraph Deleted)*

§ 9.3 *In the event of any conflict between or among the Contract Documents, or any Contract Documents and any provision of the State of Rhode Island Procurement Regulations and/or any other provision of the Rhode Island General Laws, the State of Rhode Island Procurement Regulations and the Rhode Island General Laws shall control.*

## ARTICLE 10 BENEFITS OF AGREEMENT

§ 10.1 The User Agency is a disclosed third-party beneficiary of this Agreement and shall have all of the rights and benefits hereunder to which such a party is entitled. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any other third party against the Owner or the User Agency.

§ 10.2 This Agreement shall be binding on the Contractor and its successors and assigns; provided, however, that the Contractor may not assign its rights nor delegate its responsibilities under this Agreement without the Owner's prior written consent.

Init.

This Agreement is entered into as of the day and year first written above; provided, however, that this Agreement shall not become a valid, binding, and enforceable contract unless and until the Owner shall have issued a Purchase Order.

**THE STATE OF RHODE ISLAND, acting by  
and through THE UNIVERSITY OF RHODE  
ISLAND PURCHASING DEPARTMENT and  
THE UNIVERSITY OF RHODE ISLAND  
BOARD OF TRUSTEES**

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

Abigail Rider Vice President, Division of  
Administration and Finance, University of Rhode  
Island

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

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

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

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Tecton Architects pc

Standard Contract Documents-URI Bid  
Tootell Aquatic Center  
Diving Pool Resurfacing  
URI #KC.A.TOOT.2022.001

**DOCUMENT 00 6140 - WAIVER OF LIEN FORM**

U. R. I. Document Waiver of Lien Form is included, following this page, as an integral part of the Contract documents. A copy with completed information must be submitted with the second and each succeeding Application for Payment.

March 31, 2023

**WAIVER OF LIENFORM  
00 6140-1**

Tecton Architects pc

UNIVERSITY OF RHODE ISLAND

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Construction Project Title: Tootell Building Diving Pool Resurfacing  
\_\_\_\_\_

General Contractor: \_\_\_\_\_

Subcontractor/Supplier: \_\_\_\_\_

DUNS No.: \_\_\_\_\_

Application and Certificate for Payment No: \_\_\_\_\_  
(prior to Application accompanying this form)

Schedule of Values Line Item No.: \_\_\_\_\_

DESCRIPTION OF WORK Heading: \_\_\_\_\_

Total payment Received, Including Current Payment: \$ \_\_\_\_\_

The undersigned Representative of the above Subcontractor/Supplier has been contracted by the above General Contractor to furnish materials, or labor, or both, as included in the approved Schedule of Values under the Line Item No.\_\_\_\_, and DESCRIPTION OF WORK heading indicated above, for the Construction Project listed above.

The undersigned acknowledges receipt of payment, under this Line Item No., and DESCRIPTION OF WORK heading, and hereby waives and releases any and all lien, or claim or right to lien, on the Construction Project listed above, and premises, under the statutes of the State of Rhode Island, relating to Mechanics Liens, on account of materials, or labor, or both, furnished, or which may be furnished, by the undersigned to, or on account of, the above numbered Application and Certificate for Payment.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(firm name)

**END OF DOCUMENT**



Tecton Architects pc

Standard Contract Documents-URI Bid  
Tootell Aquatic Center  
Diving Pool Resurfacing  
URI #KC.A.TOOT.2022.001

**DOCUMENT 00 7000 – GENERAL CONDITIONS**

**PART 1 – GENERAL**

- 1.1 The General Conditions to be utilized on this project is AIA Document A201-2007 as amended, a copy of which follows this page.

**END OF DOCUMENT**



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

## General Conditions of the Contract for Construction

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

THE OWNER:

(Name, legal status and address)

State of Rhode Island  
One Capitol Hill, Second Floor  
Providence, Rhode Island 02908-5855  
(401) 574-8100 (telephone)  
(401) 574-8387 (facsimile)

(Paragraphs deleted)

acting by and through

(Paragraphs deleted)

The University of Rhode Island Purchasing Department

(Paragraphs deleted)

10 Tootell Road  
Kingston, Rhode Island 02881  
(401) 874-2171 (telephone)  
(401) 874-2306 (facsimile)

<http://web.uri.edu/purchasing/>

(Paragraph deleted)

and

(Paragraphs deleted)

The University of Rhode Island Board of Trustees  
35 Campus Avenue, Green Hall  
Kingston, Rhode Island, 02881

(Paragraphs deleted)

On behalf of the User Agency

THE USER AGENCY

(Paragraphs deleted)

(Name, address, telephone and facsimile numbers, and web address)

(Paragraphs deleted)

The University of Rhode Island

(Paragraphs deleted)

Office of Capital Projects  
60 Tootell Road – Sherman Building  
Kingston, Rhode Island 02881  
(401) 874-2725 (telephone)

(Paragraphs deleted)

THE Design Agent:

(Paragraphs deleted)

(Name, legal status, address, telephone and facsimile numbers, and web address)

**ADDITIONS AND DELETIONS:**

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

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

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User Notes:

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

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5 SUBCONTRACTORS

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6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

*(Paragraphs deleted)*

7 CHANGES IN THE WORK

8 TIME

*(Paragraphs deleted)*

9 PAYMENTS AND COMPLETION

*(Paragraphs deleted)*

10 PROTECTION OF PERSONS AND PROPERTY

*(Paragraph deleted)*

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

*(Paragraphs deleted)*

13 MISCELLANEOUS PROVISIONS

*(Paragraphs deleted)*

14 TERMINATION OR SUSPENSION OF THE CONTRACT

*(Paragraphs deleted)*

15 CLAIMS AND DISPUTES

*(Paragraphs deleted)*

## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 BASIC DEFINITIONS

#### § 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (the Agreement) and consist of the Agreement (and the documents enumerated therein), Conditions of the Contract (General Conditions, Supplementary Conditions, if any, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Design Agent.

#### § 1.1.2 THE CONTRACT

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

#### § 1.1.3 THE WORK

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

#### § 1.1.4 THE PROJECT

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

#### § 1.1.5 THE DRAWINGS

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

#### § 1.1.6 THE SPECIFICATIONS

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

#### § 1.1.7 INSTRUMENTS OF SERVICE

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

#### § 1.1.8 INITIAL DECISION MAKER

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

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

§ 1.2.1 The intent of the Contract Documents is to include all items and services 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; the Contractor shall perform all work reasonably inferable from the Contract Documents as being necessary to produce the indicated results.

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

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

§ 1.2.4 In the event of any conflicts or discrepancies among the Contract Documents, the provisions of the Contract Documents will be interpreted in the order of priority set forth in Rhode Island Procurement Regulation 220-RICR-30-00-13.4(B).

§ 1.2.5 In the event of any conflicts or discrepancies between the Contract Documents and the State of Rhode Island Procurement Regulations or any provision of the Rhode Island General Laws, the State of Rhode Island Procurement Regulations and the Rhode Island General Laws will control.

§ 1.2.6 In the event of any inconsistency between the Drawings and Specifications, the better quality or greater quantity of Work shall be provided.

§ 1.2.7 The Owner will be the final decision maker for any and all interpretations.

### § 1.3 CAPITALIZATION

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

### § 1.4 INTERPRETATION

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

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

§ 1.5.1 The Owner and the User Agency shall have a perpetual license to utilize the Drawings, Specifications, and other documents, including electronic or digital documents, prepared by the Design Agent and the Design Agent's consultants, for the execution of the Project and shall have and retain all rights to use them and reproduce them for the production and maintenance of the Work described therein. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Design Agent's or Design Agent's consultants' reserved rights.

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

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

## ARTICLE 2 OWNER

### § 2.1 GENERAL

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

### § 2.1.2 Deleted.

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§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Deleted.

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

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

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

§ 2.2.5 Deleted.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a 10 working-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Design Agent's additional services made necessary by such default, neglect, or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Design Agent. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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



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

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

§ 3.2.3.1 Omissions from the Drawings and Specifications of items obviously needed to perform the Work properly, such as attachments, bolts, hangers, and other fastening devices, shall not relieve the Contractor from the obligation to furnish and install such items.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Design Agent issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2, 3.2.3, or 3.2.3.1, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Design Agent for damages resulting from errors, inconsistencies, or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.4.1 The Contractor shall not make any changes without prior written authorization from the Design Agent and the Owner.

§ 3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Design Agent for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

### § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

#### § 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Whenever the Contractor has an obligation to provide labor and materials under the Agreement, the Contractor, at a minimum, shall provide the labor for, and furnish and install and place in operation all items, including without limitation, all proper connections.

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

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

#### § 3.5 WARRANTY

The Contractor warrants to the Owner and the Design Agent that materials and equipment furnished under the Contract will be of first quality, prime manufacture, 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, including substitutions not properly authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Design Agent, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

#### § 3.6 TAXES

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

§ 3.6.2 The State of Rhode Island is exempt from payment of any federal or state excise, transportation, or sales tax. The Rhode Island Department of Administration Division of Purchases will furnish Exemption Certificates upon request.

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

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections required by the Rhode Island State Building Code 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. The Contractor shall be responsible for obtaining the Certificate of Occupancy from the appropriate governmental authorities.

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

§ 3.7.3 The Contractor shall promptly notify the Design Agent and the Owner if the Contractor becomes aware that the Contract Documents are not in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.



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

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

#### § 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

#### § 3.9 SUPERINTENDENT

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

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

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

### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, within 20 working days after the issuance of the Purchase Order, shall prepare and submit for the Owner's and Design Agent'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, not less frequently than monthly, 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. The Contractor shall certify on the initial schedule and all revised schedules that they comply with the Contract Documents.

§ 3.10.2 The Contractor shall prepare a submittal schedule, within 20 working days after the issuance of the Purchase Order, and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Owner's and the Design Agent's approval. The Owner's and the Design Agent's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Owner and the Design Agent reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

### § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.12.11 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Design Agent for evaluation of resubmittals.

### § 3.13 USE OF SITE

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

### § 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, the User Agency and the State of Rhode Island in accordance with Rhode Island Procurement Regulation 220-RICR-30-00-13.21.

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

§ 3.18.3 Without limiting the generality of the foregoing, the defense and indemnity set forth in this Section 3.18 includes, without limitation, all liabilities, damages, losses, claims, demands, and actions on account of bodily injury, death, or property loss to a person or entity indemnified hereunder or any other persons or entities, whether based upon statutory (including, without limitation, workers compensation), contractual, tort, or other liability of any person or entity so indemnified.

§ 3.18.4 The remedies set forth herein shall not deprive any person indemnified hereunder of any other indemnity action, right, or remedy otherwise available to any such person or entity at common law or otherwise.

§ 3.18.5 The Contractor will include the indemnity set forth in this Section 3.18, without modification, in each Subcontract with any Subcontractor.

§ 3.18.6 Notwithstanding any other language in the Contract Documents to the contrary, the indemnity hereunder shall survive Final Completion of the Work and final payment under the Agreement and shall survive any termination of the Agreement.

ARTICLE 4 DESIGN AGENT

§ 4.1 GENERAL

§ 4.1.1 The Design Agent is the person lawfully licensed to practice his or her profession in the State of Rhode Island or an entity lawfully practicing its profession in the State of Rhode Island and identified in the Contract Documents as the Design Agent. The term "Design Agent" means the Design Agent or the Design Agent's authorized representative.



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

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

#### § 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Owner with assistance from the Design Agent will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction through the date the Design Agent issues the final Certificate for Payment and continuing until the expiration of the one-year period following Final Completion. The Design Agent will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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

§ 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Design Agent for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

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

#### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

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

§ 4.2.7 The Design Agent will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Design Agent's action will be taken in accordance with the submittal schedule approved by the Design Agent or, in the absence of an approved

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submittal schedule, with reasonable promptness while allowing sufficient time in the Design Agent's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Design Agent's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Design Agent's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Design Agent, of any construction means, methods, techniques, sequences or procedures. The Design Agent's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

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

§ 4.2.13 The Design Agent's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents and approved by the Owner.

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and the Design Agent the names of

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persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each portion of the Work. The Owner may reply within 14 working days to the Contractor in writing stating (1) whether the Owner or the Design Agent has reasonable objection to any such proposed person or entity or (2) that the Owner or Design Agent requires additional time for review.

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

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

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

#### § 5.2.5 MANUFACTURERS AND FABRICATORS

§ 5.2.5.1 Not later than 10 working days after the date of commencement of the Work, the Contractor shall furnish in writing to the Owner and the Design Agent the names of the manufacturers or fabricators for certain products, equipment, and systems identified in the Specifications and, where applicable, the name of the installing Subcontractor. The Owner may reply within 14 working days to the Contractor in writing, stating: (i) whether the Owner or the Design Agent has reasonable objection to any such proposed person manufacturer or fabricator; or (ii) whether the Owner or Design Agent requires additional time to review.

§ 5.2.5.2 The Contractor shall not contract with a proposed manufacturer, fabricator, or Subcontractor to whom the Owner or Design Agent has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.5.3 If the Owner or Design Agent has an objection to a manufacturer, fabricator, or Subcontractor proposed by the Contractor, the Contractor shall propose another to whom the Owner or Design Agent has no objection.

§ 5.2.5.4 The Contractor shall not substitute a manufacturer, fabricator, or Subcontractor previously selected if the Owner or Design Agent makes reasonable objection to such substitution.

#### § 5.3 SUBCONTRACTUAL RELATIONS

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

## § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

*(Paragraph deleted)*

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

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation.

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

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

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

### § 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Design Agent apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

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

#### § 6.3 OWNER'S RIGHT TO CLEAN UP

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

### ARTICLE 7 CHANGES IN THE WORK

#### § 7.1 GENERAL

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

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

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

#### § 7.2 CHANGE ORDERS

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

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

§ 7.2.2 Subsequent to the approval of a Change Order as provided in § 7.1.2, whether such Change Order changes the Contract Sum or Contract Time or both, no additional claim related to such Change Order will be considered by the Owner. Any change, once incorporated into a Change Order, is all inclusive, and includes all factors that could have been considered at the time of the Change Order such as Project impact or schedule "ripple" effect.

#### § 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 Deleted.

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Design Agent shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 7.3.1. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Design Agent may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of delivery;
- .3 Rental costs of machinery and equipment, exclusive of hand tools; or
- .4 Costs of premiums for all bonds and insurance and permit fees related to the Work..

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

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

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

§ 7.3.11 The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:

- .1 For the Contractor, for work performed by the Contractor's own forces, an amount not to exceed ten (10%) percent of the cost.
- .2 For the Contractor, for work performed by the Contractor's Subcontractors, an amount not to exceed five (5%) of the amount due to the Subcontractors.
- .3 For each Subcontractor, for work performed by the Subcontractor's own forces, an amount not to exceed ten (10%) percent of the cost.
- .4 Where the Work represents both additions and deletions and results in a net increase, the allowable overhead and profit shall be in accordance with this Section 7.3.11, but in no event shall the amount exceed fifteen (15%) percent of the net increase in the cost of the Work.

§ 7.3.12 All proposals with an aggregate cost equal to or in excess of \$500.00 shall be accompanied by a detailed itemization of costs, including labor, materials (quantities and prices), and Subcontracts, in a form acceptable to the Owner. In no event will a change order request reflecting an aggregate cost equal to or in excess of \$500.00 be approved without such itemization.

#### § 7.4 MINOR CHANGES IN THE WORK

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

### ARTICLE 8 TIME

#### § 8.1 DEFINITIONS

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

The date of commencement of the Work is the date established in Section 3.1 of the Agreement..

*(Paragraph deleted)*

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

§ 8.1.4 **Deleted.**

#### § 8.2 PROGRESS AND COMPLETION

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

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

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

#### § 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

*(Paragraph deleted)*

### ARTICLE 9 PAYMENTS AND COMPLETION

#### § 9.1 CONTRACT SUM

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

#### § 9.2 SCHEDULE OF VALUES

Within 20 working days of the issuance of the Purchase Order, and promptly if revision is necessary from time to time as a result of a Change Order, the Contractor shall submit to the Owner, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Design Agent and the Owner may require. This schedule, if and when approved by the Design Agent and the Owner in writing, shall be used as a basis for reviewing the Contractor's Applications for Payment.

#### § 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least 10 working days before the date established for each progress payment, the Contractor shall submit to the Design Agent and the Owner for approval an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized, if required, and supported

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by such data substantiating the Contractor's right to payment as the Owner or the Design Agent may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 All Applications for Payment for Change Orders must be accompanied by a Notice of Change in Purchase Order issued by the Owner, and if directed by the Owner, by the User Agency.

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

§ 9.3.1.3 The form of Application for Payment shall be AIA Document G702, Application and Certification for Payment, supported by AIA Document G702A, Continuation Sheet.

§ 9.3.1.4 Until Substantial Completion, the Owner shall pay ninety-five (95%) percent of the amount due the Contract on account of progress payments.

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The Contractor shall immediately satisfy any lien, claim, or encumbrance against the site where the Project is located and indemnify the Owner from and against all resulting costs and expenses, including without limitation, attorneys' fees.

#### § 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Design Agent will, within 7 working 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 Design Agent determines is properly due, or notify the Contractor and Owner in writing of the Design Agent's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

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

§ 9.4.3 The Contractor must submit all product literature, material and color samples with each Application for Payment, or as otherwise required by the Owner.

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## § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or 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;
- .7 failure to carry out the Work in accordance with the Contract Documents; or
- .8 any other failure to comply with the obligations of the Contractor under the Contract Documents.

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

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

## § 9.6 PROGRESS PAYMENTS

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

§ 9.6.2 The Contractor shall pay each Subcontractor no later than 10 working days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within 7 working days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. The Owner shall have the right to withhold payment(s) to the Contractor in the event that any Subcontractors or material and equipment suppliers have not been properly paid. Neither the Owner nor Design Agent shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

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

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

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

#### § 9.7 FAILURE OF PAYMENT

If the Design Agent does not issue a Certificate for Payment, through no fault of the Contractor, within 7 working days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within 7 working days after the date established in the Contract Documents the amount certified by the Design Agent or awarded by binding dispute resolution, then the Contractor may, upon 7 additional working days' written notice to the Owner and Design Agent, make a claim for payment as provided under the provisions of applicable law.

#### § 9.8 SUBSTANTIAL COMPLETION

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

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

§ 9.8.3 Upon receipt of the Contractor's list, the Design Agent will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Design Agent's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Design Agent. In such case, the Contractor shall then submit a request for another inspection by the Design Agent to determine Substantial Completion. The Design Agent will perform no more than 2 inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Design Agent for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Design Agent will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment less the amount of five (5%) percent to be retained by the Owner in accordance with R.I. Gen. Laws § 37-12-10.1. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### § 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments,

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retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Design Agent as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Design Agent.

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

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

#### § 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Design Agent will promptly make such inspection and, when the Design Agent finds the Work acceptable under the Contract Documents and the Contract fully performed, the Design Agent will promptly issue a final Certificate for Payment stating that to the best of the Design Agent's knowledge, information and belief, and on the basis of the Design Agent's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Design Agent's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. The Design Agent will perform no more than 2 inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Design Agent for any additional inspections.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Design Agent (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 working days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, and (6) all other close-out documents required by the Owner, including without limitation, all as-built plans, warranties, manuals, and other materials set forth in the Contract Documents. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;

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- .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 claims permitted under the State of Rhode Island General Conditions of Purchase Regulation.

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

§ 9.11 The Contractor and the Contractor's surety shall be liable for and shall pay the Owner as liquidated damages the sums specified in the Solicitation and Bid Form, or if completed, the amount set forth in Section 3.4 of the Agreement.

§ 9.12 Warranties required by the Contract Documents shall commence on the date of Final Completion of the Work.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

### § 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

§ 10.2.4.1 When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the User Agency and the Owner reasonable advance notice.

§ 10.2.4.2 If the Contract Documents require the Contractor to handle materials or substances that under certain circumstances may be designated as hazardous, the Contractor shall handle such materials in an appropriate manner.

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

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

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

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

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

#### § 10.3 HAZARDOUS MATERIALS

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

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

§ 10.3.3 To the extent permitted by the provisions of R.I. Gen. Laws §§ 9-31-1 et seq., the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Design Agent, Design Agent's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

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

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

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

#### § 10.4 EMERGENCIES

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

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

§ 11.1.1.2 The Contractor's liability insurance shall include all major coverages and be on a comprehensive general liability basis.

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

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

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the User Agency, and their elected and appointed officials, members, employees, and agents, the Design Agent and the Design Agent's consultants as additional insureds for claims caused in whole or in part by the Contractor's acts or omissions during the Contractor's operations; and (2) the Owner, the User Agency, and their

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elected and appointed officials, members, employees, and agents, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 The Contractor shall be responsible for the prompt payment to the Owner of any deductible amounts under any insurance policies required under the Contract Documents for claims made pursuant to such policies.

## § 11.2 OWNER'S LIABILITY INSURANCE.

§ 11.2.1 The Contractor shall furnish the Owner and the User Agency, through the Design Agent, an insurance certificate providing Owner's Protective Liability extended to include the interests of the Design Agent, and to protect the Owner, User Agency, and Design Agent from any liability which might be incurred against any of them as a result of any operation of the Contractor or Subcontractors or their employees or anyone for whom either the Contractor or Subcontractors are responsible. Such insurance shall be written for the same limits as the Contractor's commercial general liability insurance and shall include the same coverage.

§ 11.2.2 If the Owner engages separate contractors to perform work for, or in or around, the Project, it shall require in its contracts with each separate contractor that Contractor and its officers, directors, partners, members, employees, and agents shall be: (i) named as additional insureds on a primary, noncontributory basis to any commercial general liability, pollution liability, and excess liability insurance policies; and (ii) provided a waiver of subrogation on all workers compensation and professional liability insurance policies.

## § 11.3 PROPERTY INSURANCE

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

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

### § 11.3.1.2 Deleted.

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

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

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 Deleted.

§ 11.3.3 Deleted.

§ 11.3.4 Deleted.

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

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

#### § 11.3.7 WAIVERS OF SUBROGATION

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

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

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within 5 working days after occurrence of loss to the Contractor's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement.

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Solicitation.

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

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 UNCOVERING OF WORK

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

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

### § 12.2 CORRECTION OF WORK

#### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Design Agent 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 Design Agent's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### § 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Final Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time after receipt of notice from the Owner or Design Agent, the Owner may correct it in accordance with Section 2.4.

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

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

§ 12.2.2.4 Upon request by the Owner and prior to the expiration of one year from the date of Final Completion, the Design Agent will conduct and the Contractor shall attend 2 meetings with the Owner to review the facility operations and performance.

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be

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sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

#### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

### ARTICLE 13 MISCELLANEOUS PROVISIONS

#### § 13.1 GOVERNING LAW

The Contract shall be governed by the law of the State of Rhode Island.

#### § 13.2 SUCCESSORS AND ASSIGNS

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

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to any executive, legislative, judicial, regulatory, or administrative body of the state, or any political subdivision thereof, including without limitation, any department, division, agency, commission, board, office, bureau, authority, school, water, or fire district, or other agency of Rhode Island state or local government that exercises governmental functions, any other governmental authority, and any quasi-public corporation and/or body corporate and politic. The Contractor shall execute all consents reasonably required to facilitate such assignment.

#### § 13.3 WRITTEN NOTICE

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

#### § 13.4 RIGHTS AND REMEDIES

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

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

#### § 13.5 TESTS AND INSPECTIONS

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

§ 13.5.2 If the Design Agent, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Design Agent will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Design

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Agent of when and where tests and inspections are to be made so that the Design Agent may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

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

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

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

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

#### § 13.6 INTEREST

No interest shall be due or payable on account of any payment due or unpaid under the Contract Documents except in accordance with the provisions of "Prompt Payment by Department of Administration," R.I. Gen. Laws §§ 42-11.1-1 et seq.

#### § 13.7 TIME LIMITS ON CLAIMS

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

### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

#### § 14.1 TERMINATION BY THE CONTRACTOR

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
- .3 Because the Design Agent has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1

#### § 14.1.2 Deleted.

§ 14.1.3 If one of the reasons described in Section 14.1.1 exists, the Contractor may, upon 7 working days' written notice to the Owner and Design Agent, terminate the Contract and recover from the Owner payment for Work executed.

§ 14.1.4 If the Work is stopped for a period of 60 calendar days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon 7 additional days' written notice to the Owner and the Design Agent, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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

§ 14.2.1 The Owner may terminate the Contract if the Contractor:

- .1 refuses or fails to supply enough properly skilled workers or proper materials;

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- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 disregards or fails to comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 otherwise is guilty of breach of a provision of the Contract Documents; or
- .5 cancels or the Contractor or the Owner receives notice of cancellation or nonrenewal of any insurance required under the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, 7 working days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

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

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

§ 14.3.2 The  
(Paragraphs deleted)

Owner shall not be liable to the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of any delays. The sole remedy against the Owner for delays shall be the allowance of additional time for completion of the Work in accordance with the provisions of Section 8.3.1.

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

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.



## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 CLAIMS

#### § 15.1.1 DEFINITION

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

#### § 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party. 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 serviced if delivered in person, by mail, by courier, or by electronic transmission. Claims by either party must be initiated within 21 working days after occurrence of the event giving rise to such Claim or within 21 working days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

#### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

#### § 15.1.4 CLAIMS FOR ADDITIONAL COST

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

#### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

§ 15.1.5.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 15.1.5.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

§ 15.1.6 The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this

*(Paragraphs deleted)*

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

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims shall be referred to the Initial Decision Maker for initial decision. The University of Rhode Island Vice President for Administration and Finance appointed pursuant to the provisions of the "Delegation of Limited Procurement Authority," dated January 19, 2018, will serve as the Initial Decision Maker in accordance with the provisions of the "Delegations of Limited Procurement Authority," State Purchases Act, State of Rhode Island Procurement Regulations, and this Section 15.2.1. An initial decision shall be required as a condition precedent to binding dispute resolution pursuant to Section 15.3.1 of any Claim arising prior to the date final payment is due.

§ 15.2.2 Deleted.

§ 15.2.3 Deleted.

§ 15.2.4 Deleted.

§ 15.2.5 Deleted.

§ 15.2.6 Deleted.

§ 15.2.6.1 Deleted.

§ 15.2.7 Deleted.

§ 15.2.8 Deleted.

§ 15.3 MEDIATION

§ 15.3.1 For any Claim not resolved by the Initial Decision Maker procedures set forth in Section 15.2.1, and prior to the implementation of the binding dispute resolution procedures set forth in Section 15.4.1, the Contractor or the Design Agent shall have the option to pursue mediation, exercisable by written notice to the Owner within 30 calendar days of an Initial Decision. In the event of the exercise of such option by the Contractor or the Design Agent, the Owner and the Contractor or the Design Agent shall attempt to select a mediator, and in the event that the Owner and the Contractor or the Design Agent cannot agree on a mediator, either party may apply in writing to the Presiding Justice of the Providence County Superior Court, with a copy to the other, with a request for the court to appoint a mediator, and the costs of the mediator shall be borne equally by both parties.

§ 15.3.2 Deleted.

§ 15.3.3 Deleted.

§ 15.4 BINDING DISPUTE RESOLUTION

§ 15.4.1 For any Claim not resolved by the Initial Decision Maker procedures set forth in Section 15.2.1, or mediation at the option of the Contractor pursuant to Section 15.3.1, the method of binding dispute resolution shall be determined in accordance with the provisions of the "Public Works Arbitration Act," R.I. Gen. Laws §§ 37-16-1 et seq.

*(Paragraphs deleted)*

§ 15.4.4 Deleted.

§ 15.4.4.1 Deleted.

§ 15.4.4.2 Deleted.

§ 15.4.4.3 Deleted.

§ 16 COMPLIANCE WITH APPLICABLE LAW

The Contractor and its Subcontractors shall comply with all applicable federal, state, and local laws.

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**DOCUMENT 00 7200 – URI STANDARD DOCUMENTS**

**PART 1 – GENERAL**

1.1 The latest version of the following documents, available on the URI Capital Projects website, will apply to all of the work of this project and are hereby incorporated by reference:

- URI Sexual Harassment Policy
- Manual for Construction Project Safety Procedures
- Access Box Keys
- Residential Sprinkler Protection
- Hot Work Permitting
- Fire Protection System Impairment
- Fire Watches
- URI Water System Regulations/Policies
- URI Contractor Attestation Related to COVID-19 Pandemic

**END OF DOCUMENT**

## **SECTION 01 1000 - SUMMARY**

### **PART 1 - GENERAL**

#### **1.01 PROJECT**

- A. The Project consists of the construction of the following types of work:
  - 1. The University of Rhode Island intends to resurface the existing diving pool with removal of existing plaster down to sound plaster or concrete/shotcrete. The work is described in the drawings and specifications, and it includes, but is not limited to plaster, ceramic tile patching, new grab rail steps, new grabrails, and other associated equipment and hardware.
  - 2. Alternate 1 includes cleaning of deck drainpipes with water jets as described in drawings.
  - 3. Alternate 2 includes the re-grouting of the entire pool deck as described in drawings.

#### **1.02 CONTRACT DESCRIPTION**

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 5200 - Agreement.

#### **1.03 DESCRIPTION OF WORK**

- A. Scope of demolition and removal work is shown on drawings.
- B. Scope of alterations work is shown on drawings and/or as specified herein.
- D. Architectural modifications: As described in par. 1.01 B above.

#### **1.04 OWNER OCCUPANCY/SCHEDULE**

- A. The total duration of the work is from August 1, 2023 to September 1, 2023. Work areas will be made available as mutually agreed to during project scheduling. See Attachment A at the end of this section for availability and restrictions on access to spaces.
- B. Work to begin within one week of contract signing.
- D. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

#### **1.05 CONTRACTOR USE OF SITE AND PREMISES**

- A. Construction Operations: Limited to areas noted on Drawings. Coordinate with Attachment A following this section. Include all costs of this coordination, including all premium time wages that may be required to meet these requirements, in the Base bid.
- B. Arrange use of site and premises to allow:
  - 1. Adjacent projects to progress as planned for the Owner.
  - 2. Use of street and adjacent properties by the Public.
  - 3. Continued operation of the facility in accordance with Attachment A.

- C. Provide access to and from site as required by law and by Owner:
  - 1. Maintain appropriate egress for workforce and users of the facility.
  - 2. Do not obstruct roadways, sidewalks, or other public ways without permit. Provide necessary signage and barriers to direct pedestrians around work areas.
- D. Time Restrictions:
  - 1. Night and weekend work is allowed.
- E. Utility Outages and Shutdown:
  - 1. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
  - 2. Prevent accidental disruption of utility services to other facilities.
  - 3. Contractor to provide written notification on Fire Sprinkler and Alarm System Impairment Notification Form following this section as Attachment B.

**1.06 ITEMS TO BE SALVAGED**

- A. None

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION – NOT USED**

**END OF MAIN SECTION – See Attachments A, B, and C following.**

## **Attachment A – 01 1010**

### **Site Utilization Plan**

The Contractor will utilize a small asphalt paved parking area off the Tootell Pool west exit.

There are 4 parking spaces in this lot, one being handicap accessible. The handicap space shall be left usable by the public. The remaining three parking spaces shall be utilized for 2 or 3 dumpsters or dump trucks and one superintendent vehicle, during construction in the month of August.

The three parking spaces shall be protected with plywood prior to use and the area used by the contractor shall be cleaned and restored post use.

### **End of Document**



OFFICE OF CAPITAL PROJECTS

Sherman Building, 523 Plains Road, Kingston, RI 02881 USA p: 401.874.2725 f: 401.874.5599

Fire Sprinkler and Alarm System Impairment Notification Form

To: URI Office of Capital Projects

Date \_\_\_\_\_

Start of Planned Impairment: \_\_\_\_\_

End of Planned Impairment: \_\_\_\_\_

Building occupied during impairment: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Any hot work to be performed: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Description of Work to be performed: \_\_\_\_\_  
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URI Manager of Alarms can also be directly contacted at 401-639-2268.

Contractor supervisory personnel shall remain in the building for the entire duration of the impairment.

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Phone: \_\_\_\_\_



**01 1030 SUMMARY - Attachment C  
Abatement Plan**

.  
None.

## **SECTION 01 2000 - PRICE AND PAYMENT PROCEDURES**

### **PART 1 - GENERAL**

#### 1.01 SECTION INCLUDES

- A. Allowances.
- B. Testing and inspection allowances.
- C. Schedule of values.
- D. Applications for payment.
- E. Warranty inspection retainage.
- F. Sales tax exemption.
- G. Change procedures.
- H. Defect assessment.
- I. Unit prices.
- J. Alternates.

#### 1.02 ALLOWANCES

- A. See General Conditions Article 3.8 for Allowance provisions.
- B. Design Agent Responsibility:
  - 1. Consult with Contractor for consideration and selection of products, suppliers, and Installers.
  - 2. Select products in consultation with Owner and transmit decision to Contractor.
  - 3. Prepare Change Order to adjust final cost.
- C. Contractor Responsibility:
  - 1. Assist Design Agent or its Consultants in selection of products, suppliers and installers.
  - 2. Obtain proposals from suppliers and installers, and offer recommendations.
  - 3. On notification on selection by Design Agent, execute purchase agreement with designated supplier and installer.
  - 4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
  - 5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
- D. Schedule of Allowances: See Attachment A.

### 1.03 TESTING AND INSPECTION ALLOWANCE

- A. All costs of regularly scheduled testing are included in the Base Bid. See Attachment A for allowance to cover costs of additional testing to be provided when directed by the Owner.
- B. See Section 01 4000 and its attachment for testing requirements.

### 1.04 SCHEDULE OF VALUES

- A. Submit Schedule of Values in duplicate, one copyrighted original and one copy.
- B. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section. Identify site mobilization, bonds, insurance and closeout.
- C. Include in each line item, the amount of Allowances specified in this Section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- D. Include separately for each line item, a direct proportional amount of Contractor's overhead and profit.
- E. Revise schedule to list approved Change Orders, with each Application for Payment.

### 1.05 APPLICATIONS FOR PAYMENT

- A. Submit each application on an original AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet, accompanied by three copies.
  - 1. Prepare a draft version "pencil copy" of each application and distribute via email 5 days prior to due date for review by Design Agent and Owner's representative.
  - 2. After making agreed revisions, individually sign and notarize and emboss with notary's official seal, the original and each of the three copies. Deliver to Owner's representative for further processing and distribution.
  - 3. Applications not including original copyrighted AIA G702, and G703 Forms, will be rejected, and returned for re-submittal.
  - 4. Applications not properly signed and notarized will be rejected, and returned for re-submittal.
  - 5. Applications submitted without the following items described in this section and its attachments will be returned for resubmittal.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Provide one hard copy and one copy in disc form of the updated construction schedule with each Application for Payment submission, prepared per Section 01 3300.

1. Provide a statement signed by the Contractor's firm principal certifying that there are no unidentified outstanding claims for delay.
- D. Include with each monthly Application for Payment, following the first application, Certified Monthly Payroll Records with proper compliance cover sheet for the previous month's pay period. Identify MBE/DBE subcontractors and hours worked in a format acceptable to URI. See Attachment A this section for current State and Federal requirements.
- E. Submit with transmittal letter as specified for Submittals in Section 01 3300.
- F. Beginning with the second Application for Payment, Contractor's right to payment must be substantiated by documenting, on a copy of the URI Waiver of Lien Form included in Document 00 6140 - Waiver of Lien Form in this Project Manual, that payment monies due, less retainage not exceeding ten percent, have been paid in full to subcontractor and suppliers for work, materials, or rental of equipment billed for under specific line item numbers in the immediately preceding application.
- G. Substantiating Data: When the Owner or Design Agent requires additional substantiating information from the review of the "pencil copy", submit data justifying dollar amounts in question.
- H. In addition to the items above, include the following with the Application for Payment :
  1. Record Documents as specified in Section 01 7800, for review by the Owner which will be returned to the Contractor.
  2. Affidavits attesting to off-site stored products with insurance certificates as requested.
  3. Digital Photographs as specified in Section 01 3300. Include on same disc with construction schedule.
- I. Payment Period: Submit at monthly intervals unless stipulated otherwise in the Supplemental General Conditions.

#### 1.06 WARRANTY INSPECTION RETAINAGE

- A. A percentage of job cost as defined in Attachment A will be retained from Final Payment for a duration of ten months. If, after ten months, all systems including mechanical and electrical, are determined by the Owner to be properly functioning, the Warranty Inspection Retainage will be released.
- B. If, after ten months, there are found to be modifications, adjustments, or corrections necessary to be made to address any system or product malfunction, in order to fulfill specified performance or requirements of such systems or products, release of the warranty inspection retainage will be delayed until such malfunctions are rectified.
- C. If, after twelve months from the date of Final Completion, all systems have not been fully addressed, the Owner may utilize the Warranty Inspection Retainage to hire others to execute necessary modifications, adjustments, or corrections.

## 1.07 SALES TAX EXEMPTION

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

## 1.08 CHANGE PROCEDURES

- A. Submittals: Submit name of the individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. The Design Agent will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time by issuing supplemental instructions on AIA Form G710.
- C. The Design Agent may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required, and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within 15 days.
- D. The Contractor may propose changes by submitting a request for change to the Design Agent, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation, and a statement describing the effect on Work by separate or other Contractors. Document any requested substitutions in accordance with Section 01 6000.
- E. Stipulated Sum Change Order: Based on Proposal Request, and Contractor's fixed price quotation, or Contractor's request for a Change Order as approved by Design Agent.
- F. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute the Work under a Construction Change Directive. Changes in the Contract Sum or Contract Time will be computed as specified for a Time and Material Change Order.
- G. Construction Change Directive: Design Agent may issue a directive, on AIA Form G713 Construction Change Directive signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in the Contract Sum or Contract Time. Promptly execute the change.

- H. Time and Material Change Order: Submit an itemized account and supporting data after completion of the change, including timeslips signed by Owner's representative, within the time limits indicated in the Conditions of the Contract. The Design Agent will determine the change allowable in the Contract Sum and Contract Time as provided in the Contract Documents. Only Owner-representative-signed timeslips will be considered.
  - I. Maintain detailed records of work done on a Time and Material basis. Submit timeslips daily for verification and sign-off by Owner's representative on-site. Provide full information required for an evaluation of the proposed changes, and to substantiate costs for the changes in the Work.
  - J. Document each quotation for a change in cost or time with sufficient data to allow an evaluation of the quotation. Provide detailed breakdown of costs and estimates for labor and materials including a detailed breakdown for subcontractor's or vendor's Work. Include copies of written quotations from subcontractors or vendors.
  - K. Change Order Forms: AIA G701 Change Order.
  - L. Execution of Change Orders: The Design Agent will issue Change Orders for signatures of the parties as provided in the Conditions of the Contract.
  - M. Correlation Of Contractor Submittals:
    - 1. Promptly revise the Schedule of Values and the Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum. Promptly revise progress schedules to reflect any change in the Contract Time, revise sub-schedules to adjust times for any other items of work affected by the change, and resubmit.
    - 2. Promptly enter changes in the Project Record Documents.
- 1.09 DEFECT ASSESSMENT
- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
  - B. If, in the opinion of the Design Agent, it is not practical to remove and replace the Work, the Design Agent will direct an appropriate remedy or adjust payment.
  - C. The defective Work may remain, but the unit sum will be adjusted to a new sum at the discretion of the Design Agent.
  - D. The defective Work will be partially repaired to the instructions of the Design Agent, and the unit sum will be adjusted to a new sum at the discretion of the Design Agent.
  - E. The individual Specification Sections may modify these options or may identify a specific formula or percentage sum reduction.

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- F. The authority of the Design Agent to assess the defect and identify a payment adjustment, is final.
- G. Non-Payment for Rejected Products: Payment will not be made for rejected products for any of the following:
  - 1. Products wasted or disposed of in a manner that is not acceptable.
  - 2. Products determined as unacceptable before or after placement.
  - 3. Products not completely unloaded from the transporting vehicle.
  - 4. Products placed beyond the lines and levels of the required Work.
  - 5. Products remaining on hand after completion of the Work.
  - 6. Loading, hauling, and disposing of rejected products.

#### 1.10 UNIT PRICES

- A. See Attachment A.

#### 1.11 ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the Owner's option. Accepted Alternates will be identified in the Purchase Order.
- B. Coordinate related work and modify surrounding work as required.
- C. Schedule of Alternates: See Attachment A.

### **PART 2 - PRODUCTS**

Not Used.

### **PART 3 - EXECUTION**

Not Used.

### **END OF SECTION**



## 01 2010 PRICE AND PAYMENT PROCEDURES - Attachment A

### A. Allowances

1. Repair of cracks and drain, which may be caused by hydrostatic	
2. pressure when pool is empty.	\$15,000
3. Repair/replacement of pipes and valves, which conditions	
may be observed only upon emptying the pool.	\$25,000
4. Repair of deteriorated concrete and reinforcing in the diving pool,	
which conditions may be observed only when pool is empty.	\$40,000
5. Repair of damaged deck tiles, in the quantity of 50 SF in 3	
different areas, in addition to the quantities and locations	
identified in the drawings	\$ 5,000
5. Alternate 1 - Cleaning of deck drainpipes with water jet,	
for unforeseen work in addition to the scope described in	
the contract documents.	<u>\$15,000</u>
Total Allowances	\$100,000

### B. Testing Allowance

1. None.

### C. Unit Prices

1. None.

### D. Alternates

Alternate 1 - Cleaning of deck drain pipes with waterjet as shown on drawings, with the following operations:

1. Digging holes to expose connections at designated locations;
2. Snake the pipes (this has already been done at several areas);
3. Water jet the pipes;
4. Scope the cleaned pipes with cameras to verify;
5. If pipe sections are corroded, provide proposal to re-line corroded areas. Payments for this work will be drawn from allowance #5.

Alternate 2 – Clean pool deck with light acid wash, power wash to neutralize, apply epoxy grout and clean.

### E. Payroll Reporting

1. Forms for the submission of Certified Payroll Records may be found from the Rhode Island [Prevailing Wage Website](#) in either PDF or Excel formats. These forms must be used on monthly submittals.

2. Identify Apprenticeship hours required under RIGL 37-13-3.1 for all contracts over \$1million in value.

3. A Minority Utilization Report for minority subcontractors must be included. Use the form provided as Attachment B.

F. Warranty Inspection Retainage

1. One-half of one percent of the cost of the Work will be retained from Final Payment for this purpose.

**END OF ATTACHMENT**

**MBE Compliance Office      Attachment B – 01 2020**  
**1 Capitol Hill, 2<sup>nd</sup> Floor**  
**Providence, RI 02908**  
**401-574-8670, 401-574-8387 (fax)**

[www.mbe.ri.gov](http://www.mbe.ri.gov) (website)

Pursuant to RIGL 37-14.1 as well as the regulations promulgated thereto, the MBE Compliance Office requires that you complete the following table. Please note that these figures will be verified with the MBEs identified. If there are outstanding issues, such as retainage or a dispute, please indicate and attach supporting documentation for same. Also note that copies of invoice and cancelled checks for payment to all MBE subcontractors and suppliers are required.

**Contractor/Vendor Name:**

**Project Name & Location:**

**Original Prime Contract Amount: \$ \_\_\_\_\_**

**Current Prime Contract Amount: \_\_\_\_\_**

<b>MBE/WBE Subcontractor</b>	<b>Original Contract Amount</b>	<b>Change Orders</b>	<b>Revised Contract Value</b>	<b>% Completed To Date</b>	<b>Amount Paid To Date</b>	<b>Amount Due</b>	<b>Retainage %</b>	<b>Retainage Amount</b>	<b>Explanation</b>

I declare, under penalty of perjury, that the information provided in this verification form and supporting documents is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Notary Certificate:

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, .

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Commission Expires

**01 2030 PRICE AND PAYMENT PROCEDURES - Attachment C**  
**Small Project Changes**

A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.

B. No amendments are necessary in this Section due to project size. See Attachment A for project specific amendments.

**END OF ATTACHMENT**

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## **SECTION 01 3000 - ADMINISTRATIVE REQUIREMENTS PART**

### **1 - GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Site administration
- B. Coordination and project conditions.
- C. Preconstruction meeting.
- D. Site mobilization meeting.
- E. Progress meetings.
- F. Pre-installation meetings.

#### **1.02 SITE ADMINISTRATION**

- A. Maintain a daily attendance log to include the names of all project employees and guests to the site. Each guest signing the log should indicate a brief description of the reason for the visit, the guest's employer or organization. The log sheet, or sheets, must clearly indicate the Project Name, and the name of the Prime contractor. Each line in the log should allow for the name of that employee, the employee's job title (use terminology used by prevailing wage job title), and the name of that employee's employer. This log shall be kept on a uniform form prescribed by the Director of Labor and Training. Such log shall be available for inspection on the site at all times by the Purchaser, Owner, and/or the Director of the Department of Labor and Training and his or her designee. Provide copies when requested. The log shall comply with requirements of RIGL 37-12-12(c.).

#### **1.03 COORDINATION AND PROJECT CONDITIONS**

- A. Coordinate the scheduling, submittals, and the Work of the various Sections of the Project Manual to ensure an efficient and orderly sequence of the installation of interdependent construction elements.
- B. Verify that the utility requirements and characteristics of the operating equipment are compatible with the building utilities. Coordinate the Work of the various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate the space requirements, supports and installation of the mechanical and electrical Work, which are indicated diagrammatically on the Drawings. Follow the routing shown for the pipes, ducts, and conduit, as closely as practicable; place runs parallel with the lines of the building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

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- D. Coordinate the completion and clean up of the Work of the separate Sections in preparation for Substantial Completion and for portions of the Work designated for the Owner's partial occupancy.
- E. After the Owner's occupancy of the premises, coordinate access to the site for correction of defective Work and the Work not in accordance with the Contract Documents to minimize disruption of the Owner's activities.

#### 1.04 PRECONSTRUCTION MEETING

- A. The Design Agent will schedule a meeting after a Purchase Order is issued to the Contractor.
- B. Attendance Required: Owner's Representative, Design Agent, and Contractor.
- C. Agenda:
  - 1. Distribution of the Contract Documents.
  - 2. Submission of a list of Subcontractors, a list of products, schedule of values, and a progress schedule.
  - 3. Designation of the personnel representing the parties in the Contract and the Design Agent.
  - 4. The procedures and processing of the field decisions, submittals, substitutions, applications for payments, proposal requests, Change Orders, and Contract closeout procedures.
  - 5. Scheduling.
- D. Contractor shall record the minutes and distribute copies within two days after the meeting to the participants, with copies to the Design Agent, Owner, other participants, and those consultants affected by the decisions made.

#### 1.05 SITE MOBILIZATION MEETING

- A. The Design Agent will schedule a meeting at the Project site prior to the Contractor's occupancy and may occur at the same time as the Preconstruction meeting noted above.
- B. Attendance Required: The Owner, Design Agent, Contractor, the Contractor's Superintendent, and major Subcontractors.
- C. Agenda:
  - 1. Use of the premises by the Owner and the Contractor.
  - 2. The Owner's requirements and partial occupancy.
  - 3. Construction facilities and controls provided by the Owner.
  - 4. Temporary utilities provided by the Owner.
  - 5. Security and housekeeping procedures.
  - 6. Schedules.
  - 7. Application for payment procedures.
  - 8. Procedures for testing.

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9. Procedures for maintaining the record documents.
10. Requirements for the start-up of equipment.
11. Inspection and acceptance of the equipment put into service during the construction period.

- D. Contractor shall record the minutes and distribute the copies within two days after the meeting to the participants, with copies to the Design Agent, Owner, other participants, and those consultants affected by the decisions made.

#### 1.06 PROGRESS MEETINGS

- A. Schedule and administer the meetings throughout the progress of the Work at weekly intervals while work is in process.
- B. Make arrangements for the meetings, prepare the agenda with copies for the participants, and preside at the meetings.
- C. Attendance Required: The job superintendent, major subcontractors and suppliers, the Owner, Design Agent, and Consultants as appropriate to agenda topics for each meeting.

#### D. Agenda:

1. Review the minutes of previous meetings.
2. Review of the Work progress.
3. Field observations, problems, and decisions.
4. Identification of the problems which impede the planned progress.
5. Review of the submittals schedule and status of the submittals.
6. Review of delivery schedules.
7. Maintenance of the progress schedule.
8. Corrective measures to regain the projected schedules.
9. Planned progress during the succeeding work period.
10. Coordination of the projected progress.
11. Maintenance of the quality and work standards.
12. Effect of the proposed changes on the progress schedule and coordination.
13. Other business relating to the Work.

- E. Contractor shall record the minutes and distribute the copies within two days after the meeting to the participants, with copies to the Design Agent, Consultants, Owner, participants, and others affected by the decisions made.

#### 1.07 PREINSTALLATION MEETINGS

- A. When required in the individual specification Sections, convene a pre-installation meeting at the site prior to commencing the Work of the Section.
- B. Require attendance of the parties directly affecting, or affected by, the Work of the specific

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- C. Prepare an agenda and preside at the meeting:
  - 1. Review the conditions of installation, preparation and installation procedures.
  - 2. Review coordination with the related work.
  
- D. Record the minutes and distribute the copies within two days after the meeting to the participants, with copies to the Design Agent, Owner, participants, and those Consultants affected by the decisions made.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

**END OF SECTION**

**01 3010 ADMINISTRATIVE REQUIREMENTS - Attachment A**

A. Pre-installation Meetings

1. The following items of work will require pre-installation meetings:
  - a. Pool plastering.
  - b. Deck tile patching.

**END OF ATTACHMENT**

**01 3020 ADMINISTRATIVE REQUIREMENTS - Attachment B**  
**Small Project Changes**

A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.

B. Replace headings 1.01 C, D, E, and F with “C. Meetings”.

C. Delete paragraphs 1.04, 1.05 and 1.07. Retitle 1.06 Progress Meetings to be “1.06 Meetings”. Insert the words “or other requested” after “weekly” in 1.06 A. Delete subparagraph 1.06 D. Agenda. Meeting requirements may be less formal in small projects.

**END OF ATTACHMENT**

## **SECTION 01 3300 - SUBMITTAL PROCEDURES**

### **PART 1 - GENERAL**

#### 1.01 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Product data.
- E. Shop drawings.
- F. Design Data.
- G. Samples.
- H. Test reports.
- I. Certificates.
- J. Manufacturer's instructions.
- K. Manufacturer's field reports.
- L. Digital Photographs.
- M. Erection drawings.
- N. Construction photographs.

#### 1.02 SUBMITTAL PROCEDURES

- A. Master List Submittal:
  - 1. Submit a master list of the required submittals with a proposed date for each item to be submitted. See Attachment A for initial minimum list on which to base master.
  - 2. Show the date submittal was sent, days since submittal was sent, status of submittal, date submittal was received in return, and any date associated with resubmittals.
  - 3. Up date master list with each submission and response.
  - 4. Issue copy of master list at least monthly to the Design Agent.

- B. Transmit each submittal with a dated Design Agent-accepted transmittal form.
- C. Transmit printed copies and electronic PDF copy of each submittal to the Design Agent for review and comment as outlined in each section below.
- D. Sequentially number the transmittal form. Mark revised submittals with an original number and a sequential alphabetic suffix.
- E. Identify the Project, Contractor, subcontractor and supplier; the pertinent drawing and detail number, and the specification Section number, appropriate to the submittal.
- F. Apply a Contractor's electronic stamp certifying that the review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of the information is in accordance with the requirements of the Work and the Contract Documents.
- G. Schedule submittals to expedite the Project, and deliver to the Design Agent's FTP site. Coordinate the submission of related items.
- H. For each submittal, allow 15 days for review.
- I. Identify all variations from the Contract Documents and any Product or system limitations which may be detrimental to a successful performance of the completed Work.
- J. Allow space on the submittals for the Contractor's, Design Agent's, and Consultant's electronic review stamps.
- K. When revised for resubmission, identify the changes made since the previous submission.
- L. Distribute copies of the reviewed submittals as appropriate. Reproduce as necessary to inform subcontractors without internet download capabilities. Instruct the parties to promptly report any inability to comply with the Contract requirements.
- M. Produce additional copies as required for the Record Document purposes as described in Section 01 7800.

### 1.03 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within 20 days after Date of Commencement for Design Agent to review. After a review, submit detailed schedules within 15 days modified to accommodate the revisions recommended by the Design Agent and Owner.

- B. Distribute copies of the reviewed schedules to the Project site file, subcontractors, suppliers, and other concerned parties. Instruct the recipients to promptly report, in writing, the problems anticipated by the projections indicated in the schedules
- C. Submit updated schedules with each Application for Payment, identifying changes since previous version as follows:
  - 1. Indicate the progress of each activity to the date of submittal, and the projected completion date of each activity.
  - 2. Identify the activities modified since the previous submittal, major changes in the scope, and other identifiable changes.
  - 3. Provide a narrative report to define the problem areas, the anticipated delays, and impact on the Schedule. Report the corrective action taken, or proposed, and its effect including the effect of changes on the schedules of separate contractors.
- D. Submit a computer-generated horizontal bar chart with separate line for each major portion of the Work or operation, identifying the first work day of each week.
- E. Show a complete sequence of construction by activity, identifying the Work of separate stages and other logically grouped activities. Indicate the early and late start, the early and late finish, float dates, and duration.
- F. Indicate an estimated percentage of completion for each item of the Work at each submission.
- G. Provide a separate schedule of submittal dates for shop drawings, product data, and samples, including Owner-furnished Products and Products identified under Allowances, if any, and the dates reviewed submittals will be required from the Design Agent. Indicate the decision dates for selection of the finishes.
- H. Indicate the delivery dates for Owner furnished Products, and for Products identified under Allowances.

#### 1.04 PROPOSED PRODUCTS LIST

- A. Within 20 days after the Date of Commencement, submit a list of major products proposed for use, with the name of the manufacturer, the trade name, and the model number of each product.
- B. For the products specified only by reference standards, give the manufacturer, trade name, model or catalog designation, and reference standards.
- C. With each product listed, indicate the submittal requirements specified to be adhered to, and an indication of relevant "long-lead-time" information , when appropriate.

#### 1.05 PRODUCT DATA



- A. Product Data: Submit to the Design Agent for review for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Provide copies and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 7800.
- B. Submit one (1) printed copy and one (1) electronic PDF copy for review. The Design Agent will retain the reviewed printed copy for record and return the reviewed electronic PDF copy to the Contractor for distribution.
- C. Mark each copy to identify the applicable products, models, options, and other data. Supplement the manufacturers' standard data to provide the information specific to this Project.
- D. Indicate the product utility and electrical characteristics, the utility connection requirements, and the location of utility outlets for service for functional equipment and appliances.
- E. After a review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01 7800.

#### 1.06 SHOP DRAWINGS

- A. Shop Drawings: Submit to the Design Agent for review for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Produce copies and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 7800.
- B. Submit two (2) printed copies and one (1) electronic PDF copy for review. The Design Agent and /or Consultants will retain the reviewed printed copies for record and return the reviewed electronic PDF copy to the Contractor for distribution.
- C. Indicate the special utility and electrical characteristics, the utility connection requirements, and the location of utility outlets for service for functional equipments and appliances.

#### 1.07 SAMPLES

- A. Samples: Submit to the Design Agent for review for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Produce duplicates and distribute in accordance with the

SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 7800.

- B. Samples for Selection as Specified in Product Sections:
  - 1. Submit to the Design Agent for aesthetic, color, or finish selection.
  - 2. Submit samples of the finishes in the colors selected for the Design Agent's records.
  - 3. After review, produce duplicates and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 7800.
- C. Submit samples to illustrate the functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate the sample submittals for interfacing Work.
- F. Include identification on each sample, with the full Project information.
- G. Submit at least the number of samples specified in the individual specification Sections; the Design Agent will retain two samples.
- H. Reviewed samples, which may be used in the Work, are indicated in the individual specification Sections.
- I. Samples will not be used for testing purposes unless they are specifically stated to be in the specification Section.

#### 1.08 TEST REPORTS

- A. Submit (1) printed and (1) electronic PDF lab reports in accordance with Section 01 4000.
- B. Submit test reports for information for the limited purpose of assessing conformance with the information given and the design concept expressed in the Contract Documents.

#### 1.09 DESIGN DATA

- A. Submit (1) printed and (1) electronic PDF data for the Design Agent's knowledge as contract administrator for the Owner.
- B. Submit information for the limited purpose of assessing conformance with the information given and the design concept expressed in the Contract Documents.

#### 1.10 CERTIFICATES

- A. When specified in the individual specification Sections, submit (1) printed and (1) electronic PDF certification by the manufacturer, installation/application subcontractor, or the Contractor to the Design Agent in the quantities specified for the Product Data.
- B. Indicate that the material or product conforms to or exceeds the specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- A. Certificates may be recent or previous test results on the material or product, but must be acceptable to the Design Agent and its Consultants.

#### 1.10 MANUFACTURER'S INSTRUCTIONS

- A. When specified in the individual specification Sections, submit (1) printed and (1) electronic PDF copy of instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to the Design Agent for delivery to the Owner in the quantities specified for Product Data.
- B. Indicate the special procedures, and the perimeter conditions requiring special attention, and the special environmental criteria required for application or installation.

#### 1.11 MANUFACTURER'S FIELD REPORTS

- A. Submit (1) printed and (1) electronic PDF of reports for the Design Agent's benefit as contract administrator for the Owner.
- B. Submit the report within 30 days of observation to the Design Agent for the limited purpose of assessing conformance with the information given and the design concept expressed in the Contract Documents.

#### 1.12 DIGITAL PHOTOGRAPHS

- A. Submit minimum 12 digital photographs of construction progress each month on the same CD as the project schedule submittal. Include both jpg. and reduced-size PDF versions for email use.
- B. Include an additional minimum of 12 photographs documenting underground utilities when installed in relationship to visible site features.
- C. Include photographs of important in-wall or ceiling utilities before close-in at appropriate stages of construction.
- D. See Section 01 7800 for close-out copy requirements of these files.

#### 1.13 ERECTION DRAWINGS

- A. When specified in the individual Specification sections, the trade contractors shall submit (1) printed and (1) electronic PDF copy of erection drawings for review prior to proceeding with fabrication and/or construction.
- B. Erection drawings shall be prepared in accordance with the latest edition of the respective trades' codes of standard practice.
- C. All erection drawings shall be fully developed by the trade contractors or by agents of the contractors. CAD files, photocopies, or other reproductions of the contract drawings in whole or in part shall not be used by the trade contractors or their agents for the preparation and development of erections drawings without the expressed written consent of the Design Agent.

**PART 2 - PRODUCTS**

Not Used.

**PART 3 - EXECUTION**

Not Used.

**END OF SECTION**

**01 3310 SUBMITTAL PROCEDURES - Attachment A**

A. Submittal List. Comply with submittal requirements in the following Sections:

DIVISION 13 – SPECIAL CONSTRUCTION

13 1104 Swimming Pool Ceramic Tile  
and Grout (black light gray)

13 1105 Swimming Pool Plaster

13 1106 Swimming Pool Equipment

**END OF ATTACHMENT**

**01 3320 SUBMITTAL PROCEDURES - Attachment B**

A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.

B. Delete headings 1.01 C, F, L, M, and N. Submittal requirements are reduced for small projects.

C. Replace subparagraph 1.02 A with the following:

“A. Submit all information listed in the Master List provided in Attachment A.”

D. Delete paragraphs 1.12 and 1.13.

**END OF ATTACHMENT**

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## **SECTION 01 4000 – QUALITY REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Quality control and control of installation.
- B. Verification of Credentials and Licenses.
- C. Tolerances
- D. References.
- E. Testing and inspection services.
- F. Manufacturers' field services.
- G. Mock-up Requirements.

#### **1.02 QUALITY CONTROL AND CONTROL OF INSTALLATION**

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



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### 1.03 VERIFICATION OF CREDENTIALS AND LICENSES

- A. The Owner has implemented a project management oversight process and is applying it to current construction projects at URI.
- B. An element of this oversight process is the verification that persons employed on the project site have appropriate and current credentials and licenses in their possession, at the project site, for the work they are performing.
- C. Be forewarned that state resident inspectors will be checking for verification of credentials and licenses of both union and non-union persons, in their onsite inspections.
- D. State resident inspectors will also be reviewing Contractor's Certified Monthly Payroll Records for conformance with RI State Prevailing Wage Rate requirements.
- E. Those persons without the appropriate credentials and licenses will be subject to dismissal from the project site.

### 1.04 TOLERANCES

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

### 1.05 REFERENCES

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

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## 1.06 TESTING AND INSPECTION SERVICES

- A. The Contractor will submit the name of an independent firm to the Design Agent for approval by the Owner, to perform the testing and inspection services. The Contractor shall pay for all the services required in the Base Bid as described in Attachment A. Contractor shall coordinate any Owner-authorized testing also described in Attachment A, to be paid for from Testing Allowance.
- B. The independent firm will perform the tests, inspections and other services specified in the individual specification Sections and as required by the Design Agent or its Consultants.
  - 1. Laboratory: Authorized to operate in the location in which the Project is located.
  - 2. Laboratory Staff: Maintain a full time registered Engineer on staff to review the services.
  - 3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either the National Bureau of Standards or to the accepted values of natural physical constants.
- C. Testing, inspections and source quality control may occur on or off the project site. Perform off-site testing as required by the Design Agent or the Owner.
- D. Reports will be submitted by the independent firm to the Design Agent, the Consultant for that trade, and the Contractor, in duplicate, indicating the observations and results of tests and indicating the compliance or non-compliance with Contract Documents.
- E. Cooperate with the independent firm; furnish samples of the materials, design mix, equipment, tools, storage, safe access, and the assistance by incidental labor as requested.
  - 1. Notify the Design Agent and Engineer and the independent firm 24 hours prior to the expected time for operations requiring services.
  - 2. Make arrangements with the independent firm and pay for additional samples and tests required for the Contractor's use.
- F. Testing and employment of the testing agency or laboratory shall not relieve the Contractor of an obligation to perform the Work in accordance with the requirements of the Contract Documents.
- G. Re-testing or re-inspection required because of a non-conformance to the specified requirements shall be performed by the same independent firm on instructions by the Design Agent or its Consultant. Payment for the re-testing or re-inspection will be charged to the Contractor by deducting the testing charges from the Contract Sum.
- H. Agency Responsibilities:
  - 1. Test samples of mixes submitted by the Contractor.
  - 2. Provide qualified personnel at the site. Cooperate with the Design Agent or its Consultant and the Contractor in performance of services.
  - 3. Perform specified sampling and testing of the products in accordance with the specified standards.
  - 4. Ascertain compliance of the materials and mixes with the requirements of the Contract

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Documents.

5. Promptly notify the Design Agent, Consultant and the Contractor of observed irregularities or non-conformance of the Work or products.
  6. Perform additional tests required by the Design Agent or its Consultants.
  7. Attend the preconstruction meetings and the progress meetings.
- I. Agency Reports: After each test, promptly submit two copies of the report to the Design Agent, appropriate Consultant, and to the Contractor. When requested by the Design Agent, provide an interpretation of the test results. Include the following:
1. Date issued.
  2. Project title and number.
  3. Name of inspector.
  4. Date and time of sampling or inspection.
  5. Identification of product and specifications section.
  6. Location in the Project.
  7. Type of inspection or test.
  8. Date of test.
  9. Results of tests.
  10. Conformance with Contract Documents.
- J. Limits On Testing Authority:
1. Agency or laboratory may not release, revoke, alter, or enlarge on the requirements of the Contract Documents.
  2. Agency or laboratory may not approve or accept any portion of the Work.
  4. Agency or laboratory may not assume any duties of the Contractor.
  5. Agency or laboratory has no authority to stop the Work.
- 1.08 MANUFACTURERS' FIELD SERVICES
- A. When specified in the individual specification Sections, require the material or Product suppliers, or manufacturers, to provide qualified staff personnel to observe the site conditions, the conditions of the surfaces and installation, the quality of workmanship, the start-up of equipment, or test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Submit the qualifications of the observer to the Design Agent 30 days in advance of the required observations. Observer is subject to approval of the Design Agent.
- C. Report the observations and the site decisions or instructions given to the applicators or installers that are supplemental or contrary to the manufacturers' written instructions.
- D. Refer to Section 01 3300 - SUBMITTAL PROCEDURES, MANUFACTURERS' FIELD REPORTS article.

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1.09 MOCK-UP REQUIREMENTS

- A. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- B. Accepted mock-ups shall be a comparison standard for the remaining Work.
- C. Where mock-up has been accepted by Design Agent and is no longer needed, remove mock-up and clear area when directed to do so.

**PART 2 - PRODUCTS**

Not Used.

**PART 3 - EXECUTION**

Not used.

**END OF SECTION**

**01 4010 QUALITY REQUIREMENTS - Attachment A**

A. Base Bid Testing Requirements List

*I. None.*

B. Additional Owner-Authorized Testing Requirements List

*I. None.*

**END OF ATTACHMENT**

**01 4020 SUBMITTAL PROCEDURES - Attachment B**

A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.

**END OF ATTACHMENT**

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## **SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS**

### **PART 1 - GENERAL**

#### 1.01 SECTION INCLUDES

- A. Temporary Utilities:
  - 1. Temporary electricity.
  - 2. Temporary lighting for construction purposes.
  - 3. Temporary heating.
  - 4. Temporary cooling.
  - 5. Temporary ventilation.
  - 6. Telephone service.
  - 7. Temporary water service.
  - 8. Temporary sanitary facilities.
  
- B. Construction Facilities:
  - 1. Field offices and sheds.
  - 2. Hoisting.
  - 3. Parking/Traffic.
  - 4. Progress cleaning and waste removal.
  - 5. Project identification.
  - 6. Traffic regulation.
  
- C. Temporary Controls:
  - 1. Barriers.
  - 2. Enclosures and fencing.
  - 3. Security.
  - 4. Fire detection.
  - 5. Water control.
  - 6. Dust control.
  - 7. Erosion and sediment control.
  - 8. Noise control.
  - 9. Pest control.
  - 10. Pollution control.
  - 11. Rodent control.
  
- D. Removal of utilities, facilities, and controls with reseeding and repair of grounds.
  
- E. See Attachment A for any modifications.

#### 1.02 TEMPORARY ELECTRICITY

- A. The Owner will pay the cost of energy used. Exercise measures to conserve energy. Utilize the Owner's existing power service.
- B. Complement the existing power service capacity and characteristics as required for construction operations.

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- C. Provide power outlets, with branch wiring and distribution boxes located at each floor or as required for construction operations. Provide flexible power cords as required for portable construction tools and equipment. All flexible power cords shall be suspended with hangers to eliminate trip hazards.
- D. Provide main service disconnect and over-current protection at a convenient location, or a feeder switch at the source distribution equipment or meter.
- E. Permanent convenience receptacles may not be utilized during construction.
- F. Provide distribution equipment, wiring, and outlets to provide single-phase branch circuits for power. Provide 20-ampere duplex outlets, single-phase circuits for power tools.

#### 1.03 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain incandescent lighting for construction operations to achieve a minimum lighting level of 2 watt/sq ft (21 watt/sqm).
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- C. Maintain lighting and provide routine repairs.
- D. Permanent building lighting may be utilized during construction where not removed.

#### 1.04 TEMPORARY HEATING

- A. Existing facilities will be occupied and heated by the University when temperatures require. Take care to avoid leaving doors open in exterior walls that could compromise heating operations. For new construction, the cost of energy will be borne by the Contractor. Provide temporary heating as necessary for construction operations.
- B. Supplement with temporary heat devices if needed to maintain the specified conditions for construction operations even in existing buildings.
- C. Maintain a minimum ambient temperature of 50 degrees F in the areas where construction is in progress, unless indicated otherwise in the product Sections.
- D. In areas of work with mechanical hot-air heating, clean units and replace filters after Substantial Completion.
- E. Do not use new equipment for heating after replacement during construction.

#### 1.05 TEMPORARY COOLING

- A. Existing cooling facilities are typically not available.
- B. Provide and pay for cooling devices and cooling as needed to maintain the specified conditions for construction operations.

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- C. Maintain a maximum ambient temperature of 80 degrees F in the areas where construction is in progress, unless indicated otherwise in the specifications.

#### 1.06 TEMPORARY VENTILATION

- A. Ventilate enclosed areas to achieve a curing of materials, to dissipate humidity, and to prevent the accumulation of dust, fumes, vapors, or gases.
- B. If existing ventilation fans are used during construction, clean fans in areas of work after Substantial Completion.

#### 1.07 TELEPHONE SERVICE

- A. Provide, maintain, and pay for cell phone service to the field supervisor at the time of project mobilization and until project Final Completion.

#### 1.08 TEMPORARY WATER SERVICE

- A. The Owner will pay the cost of temporary water. Exercise measures to conserve energy. Utilize the Owner's existing water system, extend and supplement with temporary devices as needed to maintain the specified conditions for construction operations.
- B. Extend branch piping with outlets located so that water is available by hoses with threaded connections. Provide temporary pipe insulation if needed to prevent freezing.

#### 1.09 TEMPORARY SANITARY FACILITIES

- A. Contractor shall provide and maintain temporary toilet facilities for use by all construction personnel. Trades people will not be permitted to use existing facilities within the building.

#### 1.10 FIELD OFFICES AND SHEDS

- A. Do not use existing facilities for storage. Job meetings will be held on campus at a location to be chosen by the University.
- B. Storage Areas and Sheds: Size to the storage requirements for the products of the individual Sections, allowing for access and orderly provision for the maintenance and for the inspection of Products to the requirements of Section 01 6000. Containers will be permitted within the project limit line. Coordinate with URI for storage areas.
- C. Preparation: Fill and grade the sites for the temporary structures to provide drainage away from the buildings.
- D. Removal: At the completion of the Work remove the buildings, foundations, utility services, and debris. Restore the areas.

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### 1.11 HOISTING

- A. Contractor is responsible for all hoisting required to facilitate, serve, stock, clean, and complete the Work. Include all costs for Operating Engineers, fuel, delivery and removal, mobilization, staging, protection of grades and surfaces, and equipment.

### 1.12 PARKING/TRAFFIC

- A. Workers must park in lots assigned by the University with daily permits. See Site Utilization Plan.
- B. Use of designated existing on-site streets and driveways for construction traffic is permitted. Tracked vehicles are not allowed on paved areas.
- C. Do not allow heavy vehicles or construction equipment in parking areas.
- D. Do not allow vehicle parking on existing sidewalks.
- E. Provide and maintain access to fire hydrants and control valves free of obstructions.
- F. Remove mud from construction vehicle wheels before entering streets. Cleanup dirt, rocks, and debris left on street from construction vehicles.
- G. Use designated existing on-site roads for construction traffic.
- H. Maintenance:
  - 1. Maintain the traffic and parking areas in a sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
  - 2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain the paving and drainage in original, or specified, condition.
- I. Removal, Repair:
  - 1. Remove temporary materials and at Substantial Completion.
  - 2. Remove underground work and compacted materials to a depth of 2 feet; fill and grade the site as specified.
  - 3. Repair existing and permanent facilities damaged by use, to the original or specified condition.

### 1.13 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain the site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other remote spaces, prior to enclosing the space.

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- C. Broom and vacuum clean the interior areas prior to the start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from the site daily, as necessary to prevent an on-site accumulation of waste material, debris, and rubbish, and dispose off-site.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

#### 1.14 PROJECT IDENTIFICATION

- A. Project Identification Sign: One painted sign, 32 sq ft area, bottom 6 feet above the ground.
  - 1. Content:
    - a. Project title, and name of the Owner as indicated on the Contract Documents.
    - b. Names and titles of the authorities.
    - c. Names and titles of the Design Agent and Consultants.
    - d. Name of the Design Agent Contractor.
  - 2. Graphic Design, Colors, and Style of Lettering: 3 colors, as designated by the Design Agent during construction.
- B. Project Informational Signs:
  - 1. Painted informational signs of same colors and lettering as the Project Identification sign, or standard products; size lettering to provide legibility at 100-foot distance.
  - 2. Provide sign at each field office, storage shed, and directional signs to direct traffic into and within site. Relocate as the Work progress requires.
  - 3. No other signs are allowed without the Owner's permission except those required by law.
- C. Design all signs and their structures to withstand a 60-miles/hr-wind velocity.
- D. Sign Painter: Experienced as a professional sign painter for a minimum of three years.
- E. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for the duration of construction.
- F. Show content, layout, lettering, color, foundation, structure, sizes, and grades of members.
- G. Installation:
  - 1. Install the project identification sign within 15 days after the date of receipt of the Purchase Order from State of Rhode Island Department of Administration, Division of Purchases.
  - 2. Erect at the designated location.
  - 3. Erect the supports and framing on a secure foundation, rigidly braced and framed to resist wind loadings.
  - 4. Install the sign surface plumb and level, with butt joints. Anchor securely.
  - 5. Paint exposed surfaces of the sign, supports, and framing.
- H. Maintenance: Maintain the signs and supports clean, repair deterioration and damage.

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- I. Removal: Remove the signs, framing, supports, and foundations at the completion of the Project and restore the area.

#### 1.15 TRAFFIC REGULATION

##### A. Signs, Signals, and Devices:

1. Post Mounted and Wall Mounted Traffic Control and Informational Signs: As approved by local jurisdictions.
2. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.
3. Flag person Equipment: As required by local jurisdictions.
4. Police Details: Provide all police details as required by local jurisdictions, including payment directly to officers.

- ##### B. Flag Persons: Provide trained and equipped flag persons to regulate the traffic when construction operations or traffic encroach on the public traffic lanes.

- ##### C. Flares and Lights: Use flares and lights during the hours of low visibility to delineate the traffic lanes and to guide traffic.

##### D. Haul Routes:

1. Consult with the authority having jurisdiction, establish the public thoroughfares to be used for haul routes and site access.

##### E. Traffic Signs and Signals:

1. At approaches to the site and on site, install at crossroads, detours, parking areas, and elsewhere as needed to direct the construction and affected public traffic.
2. Install and operate automatic traffic control signals to direct and maintain the orderly flow of traffic in areas under the Contractor's control, and areas affected by the Contractor's operations.
3. Relocate as the Work progresses, to maintain effective traffic control.

##### F. Removal:

1. Remove equipment and devices when no longer required.
2. Repair damage caused by installation.
3. Remove post settings to a depth of 2 feet.

#### 1.16 BARRIERS

- ##### A. Provide barriers to allow for the Owner's use of the site and to protect existing facilities and adjacent properties from damage from the construction operations, or demolition.

- ##### B. Provide barricades and covered walkways required by governing authorities for public rights-of-way, or for public access to the building.

- ##### C. Provide protection for plants designated to remain. Replace damaged plants.

- ##### D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

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#### 1.17 ENCLOSURES AND FENCING

- A. Construction: Provide 6-ft. high commercial grade chain link fence around on-site equipment or areas of site disturbance for the period required to protect work and the public. Equip with vehicular and pedestrian gates with locks. Provide one set of keys to all gates and door locks to the Owner.
- A. Perform adjustment to the proposed layout as may be directed by the Owner.
- B. Interior Enclosures:
  - 1. Provide temporary partitions and ceilings as indicated to separate the work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to the existing materials and equipment.
  - 2. Construction: Framing and reinforced polyethylene, plywood, or gypsum board sheet materials with closed joints and sealed edges at intersections with existing surfaces, as agreed with the Owner:
    - a. Maximum flame spread rating of 75 in accordance with ASTM E84.

#### 1.18 SECURITY

- A. Security Program:
  - 1. Protect the Work, the existing premises, or the Owner's operations from theft, vandalism, and unauthorized entry.
  - 2. Initiate the program in coordination with the Owner's existing security system at mobilization.
  - 3. Maintain the program throughout the construction period until Owner occupancy of each designated area.
- B. Entry Control: Coordinate the access of the Owner's personnel to the site in coordination with the Owner's security forces.

#### 1.19 FIRE DETECTION

- A. Before beginning any construction operation that can potentially trigger the existing fire alarm detection system, notify the Owner through use of the form provided in Section 01 1020.
- B. Failure to so notify the Owner will subject the Contractor to a monetary fine for each occurrence, should the fire detection system be activated inadvertently by a construction activity.
- C. Comply with FM Global insurance underwriting standards and insurer recommendations for Hot Work, sprinkler impairment, and site maintenance.



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#### 1.20 WATER CONTROL

- A. Grade the site to drain. Maintain excavations free of water. Provide, operate, and maintain the pumping equipment.
- B. Protect the site from puddling or running water. Provide water barriers as required to protect the site from soil erosion.

#### 1.21 DUST CONTROL

- A. Execute the Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into the atmosphere.

#### 1.22 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize the amount of bare soil exposed at one time.
- C. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
- E. Periodically inspect the earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

#### 1.23 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by the construction operations.

#### 1.24 PEST CONTROL

- A. Provide methods, means, and facilities to prevent pests and insects from damaging the Work, or entering the facility.

#### 1.25 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent the contamination of soil, water, and the atmosphere from discharge of noxious, toxic substances, and pollutants produced by the construction operations.

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1.26 RODENT CONTROL

- A. Provide methods, means, and facilities to prevent rodents from accessing or invading the premises.

1.27 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials, prior to Substantial Completion.
- B. Remove the underground installations to a minimum depth of 2 feet. Grade the site as indicated.
- C. Clean and repair the damage caused by installation or use of temporary work.
- D. Restore the existing and new facilities used during construction to their original condition.
- E. Restore any temporary exterior laydown or storage areas to the original condition. After each use, regrade and reseed as required to meet this requirement.

**PART 2 - PRODUCTS**

Not Used.

**PART 3 - EXECUTION**

Not Used.

**END OF SECTION**

## **01 5010 TEMPORARY FACILITIES AND CONTROLS - ATTACHMENT A**

### 1.01 SECTION INCLUDES

*A. (list changes in outline format.)*

1. Temporary cooling – Not required.
2. Facsimile service – Not required.
3. Field offices and sheds – Revise as follows:
  - Do not use existing facilities for storage.
  - Job meetings will be held in an area designated by URI within the building.
  - Containers and/or dumpsters will be permitted in a parking area on the west side of the pool building. Coordinate with URI. Protect asphalt pavement and lawn areas with plywood sheets.
  - At completion of the work remove dumpsters and containers and restore pavement and lawn to pre-existing conditions.
4. Project identification: Not required.
5. Enclosure and fencing – Not required.

**END OF ATTACHMENT**

**01 5020 TEMPORARY FACILITIES AND CONTROLS - Attachment B**

A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.

B. No amendments to this Section.

**END OF ATTACHMENT**

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## **SECTION 01 6000 - PRODUCT REQUIREMENTS**

### **PART 1 - GENERAL**

#### 1.01 SECTION INCLUDES

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

#### 1.02 PRODUCTS

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

#### 1.03 PRODUCT DELIVERY REQUIREMENTS

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

#### 1.04 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect the products in accordance with the manufacturers' instructions.

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**PRODUCT REQUIREMENTS**  
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- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to the product.
- D. For exterior storage of fabricated products, place on sloped supports above the ground.
- E. Provide bonded off-site storage and protection when the site does not permit on-site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent the condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store the products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of the products to permit access for inspection. Periodically inspect to verify that the products are undamaged and are maintained in acceptable condition.

#### 1.05 PRODUCT OPTIONS

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

#### 1.06 PRODUCT SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify the time restrictions for submitting requests for Substitutions during the bidding period to requirements specified in this section.
- B. Substitutions may be considered after the bid only in the following circumstances:
  - 1. when a product becomes no longer in production following the date of receipt of the Purchase Order for this Contract. Submit certification both that specified product was carried in Bid, and is no longer obtainable. Provide cost change documentation.
  - 2. there is a significant cost savings offered to the Owner. Provide price comparison of both bid and offered substitution products as well as all collateral costs of the change.



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3. Code changes or site conditions require a different item from that bid. Submit as for 2 above.
- C. Document each request with complete data substantiating the compliance of a proposed Substitution with the Contract Documents.
- D. A request constitutes a representation that the Bidder:
1. Has investigated the proposed Product and determined that it meets or exceeds the quality level of the specified product.
  2. Will provide the same warranty for the Substitution as for the specified Product.
  3. Will coordinate the installation and make changes to other Work which may be required for the Work to be complete with no additional cost to the Owner, including redesign.
  4. Waives claims for additional costs or time extension which may subsequently become apparent.
  5. Will reimburse the Owner and the Design Agent for review or redesign services, including those associated with re-approval by the authorities having jurisdiction.
- E. Substitutions will not be considered when they are indicated or implied on the Shop Drawing or Product Data submittals, without a separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure, If Permitted Following Contract Award:
1. Submit three copies of a request for Substitution for consideration, no later than 20 working days following date of receipt of the Purchase Order for this Contract. Limit each request to one proposed Substitution.
  2. Submit the Shop Drawings, Product Data, and the certified test results attesting to the proposed product equivalence. The burden of proof is on the proposer.
  3. The Design Agent will notify the Contractor in writing of a decision to accept or reject the request. Costs for review time on unsuccessful requests will be included in the next change order.

## **PART 2 - PRODUCTS**

Not Used.

## **PART 3 - EXECUTION**

Not Used.

## **END OF SECTION**

**01 6010 PRODUCT REQUIREMENTS - Attachment A**

A. Refer to Attachment B for Small Project Changes.

**END OF ATTACHMENT**

**01 6020 PRODUCT REQUIREMENTS - Attachment B**

A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.

B. No amendments are necessary in the Section due to project size. See Attachment A for project specific amendments.

**END OF ATTACHMENT**

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## **SECTION 01 7000 - EXECUTION REQUIREMENTS**

### **PART 1 - GENERAL**

#### 1.01 SECTION INCLUDES

- A. Examination.
- B. Preparation.
- C. Field Engineering.
- D. Protection of adjacent construction.
- E. Cutting and patching.
- F. Special procedures.
- G. Starting and adjusting of systems.
- H. Demonstration and Instructions.
- I. Testing, adjusting and balancing.
- J. Protecting Installed Construction.

#### 1.02 EXAMINATION

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

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### 1.03 PREPARATION

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

### 1.04 FIELD ENGINEERING

- A. Employ a Land Surveyor registered in the State of Rhode Island and acceptable to Design Agent and the Owner if required by subgrade work.
- B. Locate and protect survey control and reference points. Promptly notify Design Agent of any discrepancies discovered.
- C. Control Datum for survey is to be agreed to with the Design Agent.
- D. Verify setbacks and easements, if any; confirm drawing dimensions and elevations.
- E. Provide field-engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.
- F. Submit a copy of site drawings and certificate signed by the Land Surveyor that the elevations and locations of the Work are in conformance with the Contract Documents.
- G. Maintain a complete and accurate log of control and survey work as it progresses.
- H. If required by the Owner, on completion of foundation walls and major site improvements, prepare a certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.
- I. Protect survey control points prior to starting site work; preserve permanent reference point during construction.
- J. Promptly report to Design Agent the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- K. Replace dislocated survey control point based on original survey control. Make no changes without prior written notice to Design Agent.

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#### 1.05 PROTECTION OF ADJACENT CONSTRUCTION

- A. Protect existing adjacent properties and provide special protection where specified in individual Specification Sections.
- B. Provide protective coverings at wall, projections, jambs, sills, and soffits of existing openings.
- C. Protect existing finished floors, stairs, and other existing surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- D. Cover and protect furnishings, materials and equipment within the spaces receiving new work. Move items as necessary to install new work and return them to original locations at the close of construction in that area.
- E. Repair adjacent properties damaged by construction operations to original condition to the satisfaction of the Owner.
- F. Prohibit unnecessary traffic from existing landscaped areas.
- G. Restore grassed landscaped areas damaged by construction operations to full healthy growth, by installing loam and sod to the requirements, and under the supervision of, the University's Associate Director of Lands and Grounds.

#### 1.06 CUTTING AND PATCHING

- A. Employ skilled and experienced installers to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements which affect:
  - 1. Structural integrity of element.
  - 2. Integrity of weather-exposed or moisture-resistant elements.
  - 3. Efficiency, maintenance, or safety of element.
  - 4. Visual qualities of sight-exposed elements.
  - 5. Existing construction, or Work of separate contractor.
- C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
  - 1. Fit the several parts together, to integrate with other Work.
  - 2. Uncover Work to install or correct ill-timed Work.
  - 3. Remove and replace defective and non-conforming Work.
  - 4. Remove samples of installed Work for testing.
  - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.



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- D. Execute Work by methods that will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.
- E. Cut masonry, concrete, and other rigid materials using masonry saw or core drill.
- F. Remove ceiling tiles as necessary to access areas of work. Store and replace carefully to avoid damage. Replace all ceiling tiles damaged during the work with new tiles to match. Repair ACT grid damaged during the work in accordance with this section.
- G. Restore Work with new Products in accordance with requirements of Contract Documents.
- H. Fit Work tight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.
- I. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- J. At penetration of fire rated partitions, ceiling, or floor construction, completely seal voids with fire rated or fire resistant material in accordance with Specifications, to full thickness of the penetrated element.
- K. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
- L. Identify any hazardous substance or conditions exposed during the Work to the Owner and Design Agent for decision or remedy.
- M. See General Conditions for additional requirements.

#### 1.07 SPECIAL PROCEDURES

- A. Materials: As specified in product Sections; match existing with new products, or salvaged products as appropriate, for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- D. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- E. Remove debris and abandoned items from area and from concealed spaces.

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

#### 1.08 STARTING AND ADJUSTING OF SYSTEMS

- A. Coordinate schedule for starting and adjusting of various equipment and systems.
- B. Notify Design Agent and Owner seven days prior to starting and adjusting of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions which may cause damage.
- D. Verify that tests, meter readings and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.

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- F. Execute starting and adjusting under supervision of responsible Contractor's personnel or manufacturer's representative, in accordance with manufacturer's instructions.
- G. Adjust operating Products and equipment to ensure smooth and unhindered operation.
- H. When specified in individual specifications Section, require manufacturer to provide authorized representative to be present at the site to inspect, check, and approve equipment or system installation prior to starting, and to supervise placing of equipment or system in operation.
- I. Submit a written report in accordance with Section 01400 that equipment or system has been properly installed and is functioning correctly.

#### 1.09 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manuals with Owner's personnel in detail to explain all aspects of operation and maintenance.
- D. Demonstrate start-up, operation, control, adjustment, trouble shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled or agreed upon times, at equipment or system location.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

#### 1.10 TESTING, ADJUSTING, AND BALANCING

- A. Submit, for the Owner's approval, the name of an independent firm to perform testing of fire systems. The independent firm's services will be paid for by the Contractor.
- B. The independent firm will perform services specified in individual specifications Sections.
- C. Reports will be submitted by the independent firm to the Design Agent and the Owner indicating observations and test results, indicating compliance or non-compliance with specified requirements and with the requirements of the Contract Documents.

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#### 1.11 PROTECTING INSTALLED CONSTRUCTION

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

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

Not Used.

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

Not Used.

#### **END OF SECTION**

**01 7010 EXECUTION REQUIREMENTS - Attachment A**

A. Daily Attendance Form

1. Maintain Daily Attendance Form acceptable to the Department of Labor and Training for all projects with a contract value over \$1Million. Submit as requested.

**END OF ATTACHMENT**

**01 7020 EXECUTION REQUIREMENTS - Attachment B**  
**Small Project Changes**

A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.

B. No amendments are necessary in the Section due to project size. See Attachment A for project specific amendments.

**END OF ATTACHMENT**



## SECTION 01 7320

### WASTE MANAGEMENT

#### PART 1 GENERAL

##### 1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
  - 1. Aluminum and plastic beverage containers.
  - 2. Corrugated cardboard.
  - 3. Wood pallets.
  - 4. Clean dimensional wood: May be used as blocking or furring.
  - 5. Land clearing debris, including brush, branches, logs, and stumps.
  - 6. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
  - 7. Glass.
  - 8. Gypsum drywall and plaster.
  - 9. Plastic buckets.
  - 10. Paper, including wrapping, newsprint, and office.
- E. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, incineration, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports. Submit in accordance with Section 01 3300.
- F. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.
- G. Methods of trash/waste disposal that are not acceptable are:
  - 1. Burning on the project site.
  - 2. Burying on the project site.
  - 3. Dumping or burying on other property, public or private.
  - 4. Other illegal dumping or burying.
- H. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

##### 1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. Section 01 5000 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
- C. Section 01 6000 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- D. Section 01 7000 - Execution Requirements: Trash/waste prevention procedures related to

demolition, cutting and patching, installation, protection, and cleaning.

### 1.03 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

### 1.04 SUBMITTALS

- A. See Section 01 3300 for submittal procedures.
- B. Waste Management Plan: Include the following information:
  - 1. Analysis of the trash and waste projected to be generated during the entire project construction cycle, including types and quantities.
  - 2. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all project trash/waste in the landfill(s).
  - 3. Landfill Alternatives: List all waste materials that will be diverted from landfills by reuse, salvage, or recycling.
  - 4. Meetings: Describe regular meetings to be held to address waste prevention, reduction, recycling, salvage, reuse, and disposal.

5. Materials Handling Procedures: Describe the means by which materials to be diverted from landfills will be protected from contamination and prepared for acceptance by designated facilities; include separation procedures for recyclables, storage, and packaging.
  6. Transportation: Identify the destination and means of transportation of materials to be recycled; i.e. whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler.
- C. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
  2. Submit Report on a form acceptable to Owner.
  3. Landfill Disposal: Include the following information:
    - a. Identification of material.
    - b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
    - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
    - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
  4. Incinerator Disposal: Include the following information:
    - a. Identification of material.
    - b. Amount, in tons or cubic yards, of trash/waste material from the project delivered to incinerators.
    - c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
    - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
  5. Recycled and Salvaged Materials: Include the following information for each:
    - a. Identification of material, including those retrieved by installer for use on other projects.
    - b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
    - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
    - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
    - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
  6. Material Reused on Project: Include the following information for each:
    - a. Identification of material and how it was used in the project.
    - b. Amount, in tons or cubic yards.
    - c. Include weight tickets as evidence of quantity.
  7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

## **PART 2 PRODUCTS (not used)**

## **PART 3 EXECUTION**

### **3.01 WASTE MANAGEMENT PROCEDURES**

- A. See Section 01 1000 for list of items to be salvaged from the existing building for relocation in project or for Owner.

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- B. See Section 01 3000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- C. See Section 01 5000 for additional requirements related to trash/waste collection and removal facilities and services.
- D. See Section 01 6000 for waste prevention requirements related to delivery, storage, and handling.
- E. See Section 01 7000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

### **3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION**

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, Owner's Recycling and Solid Waste Coordinator, and Design Agent.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
  - 1. Pre-bid meeting.
  - 2. Pre-construction meeting.
  - 3. Regular job-site meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
  - 1. Provide containers as required.
  - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
  - 3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

**END OF SECTION**

**01 7330 WASTE MANAGEMENT - Attachment A**

A. Refer to amendment B for Small Project Changes.

**END OF ATTACHMENT**

**01 7331 WASTE MANAGEMENT - Attachment B**  
**Small Project Changes**

A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.

B. Delete paragraphs 1.01 F and 1.04 B in its entirety.

C. Delete subparagraphs 1.04 C.4c, .4d, .5c, .5d, and .6c. Required back-up is reduced.

D. Change heading at paragraph 3.02 to be “WASTE MANAGEMENT PROCEDURES”. Delete paragraphs 3.02A, B, and D. No Waste Management Plan will be required.

**END OF ATTACHMENT**

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## SECTION 01 7800 - CLOSEOUT REQUIREMENTS

### PART 1 - GENERAL

#### 1.01 SECTION INCLUDES

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

#### 1.02 CLOSEOUT PROCEDURES

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



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- E. The Owner will occupy all portions of the building after Substantial Completion as specified in Section 01 1000.

#### 1.03 QUALITY ASSURANCE

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

#### 1.04 MAINTENANCE SERVICE

- A. Submit a contract for furnishing service and maintenance of the components indicated in the specification Sections for one year from date of Substantial Completion, or during the warranty period, whichever period of time is the longest.
- B. Provide for an examination of the system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Include a systematic cleaning, examination, adjustment, and lubrication of the components. Repair or replace the parts whenever required. Use the parts produced by the manufacturer of the original component.
- D. Do not assign or transfer the maintenance service to an agent or Subcontractor without the prior written consent of the Owner.

#### 1.05 OWNER'S MANUALS

- A. Submit the data for Operations and Maintenance, Materials and Finishes, and Equipment and Systems Manuals bound in 8-1/2 x 11 inch text pages, in minimum 2 inch size three D side ring commercial quality binders with durable cleanable plastic covers.
- B. Prepare binder covers with the printed title of the manual, title of the project, and the subject matter of binder. Label each spine with the following: Building, project or facility name, OCP project number, submission date.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Drawings: Provide with reinforced punched binder tab. Bind in with the text; fold the larger drawings to the size of the text pages.
- E. Submit two copies of a preliminary draft of the proposed formats and outline of the contents before the start of work. The Design Agent and its consultants will review drafts and return one copy with comments.

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- F. Submit one copy of the completed volumes 15 days prior to final inspection for final review. This copy will be reviewed and returned after final inspection, with the Design Agent's comments. Revise the content of the document sets as required prior to final submission.
- G. Submit three sets of revised final volumes plus electronic copy in final form within ten days after final inspection.

#### 1.06 OPERATIONS AND MAINTENANCE MANUALS

- A. Contents: Prepare the Table of Contents for each volume, with each product or system description identified, in three parts as follows:
  - 1. **Part 1:** Directory, listing the names, addresses, and telephone numbers of the Design Agent, its Consultants, Contractor, Subcontractors, and major equipment suppliers.
  - 2. **Part 2:** Operation and maintenance instructions, arranged by system and subdivided by the specification Section. For each category, identify the names, addresses, and telephone numbers of the Subcontractors and suppliers. Identify the following:
    - a. Significant design criteria.
    - b. List of equipment.
    - c. Parts list for each component.
    - d. Operating instructions.
    - e. Maintenance instructions for equipment and systems.
    - f. Maintenance instructions for [special] finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
  - 3. **Part 3:** Project documents and certificates, including the following:
    - a. Shop drawings and product data.
    - b. Air and water balance reports.
    - c. Certificates.
    - d. Originals of warranties and bonds.
  - 4. **Part 4:** Scan entire manual and provide 3 copies on disc in electronic PDF format.

#### 1.07 MATERIALS AND FINISHES MANUALS

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

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- E. Include a listing in the Table of Contents for design data, with a tabbed flysheet and a space for the insertion of data.

#### 1.08 EQUIPMENT AND SYSTEMS MANUALS

- A. For equipment, or component parts of equipment put into service during construction and operated by the Owner, submit documents within 10 days after acceptance.
- B. Each Item of Equipment and Each System: Include a description of the unit or system, and the component parts. Identify the function, normal operating characteristics, and limiting conditions. Include performance curves, with priming data and tests, and complete nomenclature and model number of replaceable parts.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color-coded wiring diagrams as installed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and special operating instructions.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Include a servicing and lubricating schedule, and a list of lubricants required.
- H. Include the manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by the controls manufacturer.
- J. Include the original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Include control diagrams by the controls manufacturer as installed.
- L. Include the Contractor's coordination drawings, with color-coded piping diagrams as installed.
- M. Include charts of valve tag numbers, with the location and function of each valve, keyed to the flow and control diagrams.
- N. Include a list of the original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- O. Include test and balancing reports as specified in Section 01400.

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- P. Additional Requirements: As specified in the individual product specification Sections.

#### 1.09 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Furnish spare parts, maintenance, and extra products (attic stock) in the quantities specified in the individual specification Sections.
- B. Deliver to the Project site and place in a location as directed by the Owner; obtain a receipt prior to final payment.

#### 1.10 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by the responsible subcontractors, suppliers, and manufacturers, within 10 days after the completion of the applicable item of work.
- B. Execute and assemble the transferable warranty documents and bonds from the subcontractors, suppliers, and manufacturers.
- C. Verify that the documents are in the proper form, contain full information, and are notarized.
- D. Co-execute the submittals when required.
- E. Include in the Operations and Maintenance Manuals within the appropriate material specification section.
- F. Submit prior to the final Application for Payment. For items of Work for which acceptance is delayed beyond the Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty or bond period.

#### 1.11 PROJECT RECORD DOCUMENTS

- A. Maintain on the site one set of the following record documents; record actual revisions of the Work for all trades:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed Shop Drawings, Product Data, and Samples.
  - 6. Manufacturer's instructions for assembly, installation, and adjusting.
- B. Ensure the entries are complete and accurate, enabling future reference by the Owner.
- C. Store the record documents separate from the documents used for construction.

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- D. Record information concurrent with the construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product Section description of the actual products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record the actual construction including:
  - 1. Measured horizontal and vertical locations of the underground utilities and appurtenances, referenced to permanent surface improvements. Include the locations and description of any existing utility lines and other existing installations of any kind or description encountered during construction. Note all changes in size, material, location, and elevation of all new or abandoned underground utility lines and pertinent work, including site grading. Document topography and drainage changes. Show the location of all valves, manholes, etc. and include dimensions to permanent features such as building corners. Note direction of each new valve opening. Show clearances between new utilities and existing crossed lines. Locate all bends, thrust blocks, and other restraints.
  - 2. The placement, size, and type of any fire extinguishers.
  - 3. Measured locations of internal utilities and appurtenances concealed in the construction.
  - 4. Field changes of dimension and detail.
  - 5. Details not on the original Contract drawings.
- G. Legibly marked Specifications, and legibly marked Record Drawings and Shop Drawings shall constitute the Project Record Documents in paper form.
- H. At completion of the Work of the Contract, the Contractor shall retain competent drafting personnel to transfer the information from the Project Record Documents in paper form to editable electronic formats to create "As-Built" Documents on base files provided by the Design Agent. The record construction drawings shall be produced in both AutoCAD format plus a record PDF copy of each drawing. AutoCAD files shall include all XREF, font, image, shape, and plot files. PDF files shall be saved full sheet size. The record Project Manual shall be in Microsoft Word form plus a record PDF of the entire manual. The electronic media containing this information will constitute the Project Record Documents in digital form, sometimes referred to as the "As-Built" Documents. Acceptable media are write-protected CD-R format discs or flash drives. Submit one full size printed set of drawings and specifications on 20 lb. white bond made from the As-Built files in addition to the electronic media.
- I. Associated materials including but not limited to the following are also required to be submitted at project close-out: shop drawings and cut sheets, RFIs, correspondence and meeting minutes, LEED scorecards, construction progress photographs, DEM permits including generator permits, certificates including Final Certificate of Occupancy, boiler and elevator certificates, easement rights, National Grid Rebate Applications, test and inspection documentation including fire pump test data, asbestos abatement plans and manifests. These materials may be

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submitted in either paper or PDF digital format, organized by specification number, and clearly labeled. If paper copies are submitted, each box must be clearly labeled as to specific contents.

- J. If the project required geotechnical, archeological, or other miscellaneous studies or other reports, these shall also be submitted as Record Document in either paper or digital format.
- K. Labeling: In all cases, paper or digital submissions must contain the following information: Building, project or facility name, OCP Project number, submission date, and specific content index.
- L. No review or receipt of Project Record Documents by the Design Agent or the Owner shall be interpreted as a waiver of any deviation from the Contract Documents or Shop Drawings, or in any way relieve the Contractor from responsibility to perform the Work in accordance with the Contract Documents and the Shop Drawings.
- M. Update the on-site Project Record Documents on a regular basis. Monthly payments will not be processed if Project Record Documents are not maintained up to date.

## **PART 2 - PRODUCTS**

Not used.

## **PART 3 - EXECUTION**

Not used.

## **END OF SECTION**

**01 7810 CLOSEOUT REQUIREMENTS - Attachment A**

A. Refer to Attachment B for Small Project Changes.

**END OF ATTACHMENT**



**01 7820 CLOSEOUT REQUIREMENTS - Attachment B**  
**Small Project Changes**

- A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.
- B. Delete subparagraph 1.02 C. 1 and 3. Only the final release of liens remains as a requirement from this paragraph.
- C. Delete paragraph 1.03. General knowledge of construction is sufficient..
- D. Delete subparagraph 1.05 E. No preliminary submittal is required.
- E. In subparagraph 1.11 F, end the first sentence after “construction”, and delete the lines 1 thru 5. Record changes to the work as clearly as possible to facilitate future work.

**END OF ATTACHMENT**

**SECTION 131104**

**SWIMMING POOL CERAMIC TILE**

**PART 1 – GENERAL**

**1.01 WORK INCLUDED**

- A. Swimming pool ceramic tile detailed on the Drawings, including, but not limited to, the following:
  - 1. Pool deck patches near the diving pool and at the bases of the ladders' grab rails.

**1.02 QUALITY ASSURANCE**

- A. Qualifications of Workers:
  - 1. The entity performing the work of this Section shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of the Work.
  - 2. For actual construction operations, use only trained and experienced workers with a minimum of three (3) years experience with the materials and methods specified.
  - 3. Provide at least one person who shall be present at all times during execution of the work of this Section, with a minimum of five (5) years experience with the type of materials being installed, the referenced standards, and who shall direct all Work performed under this Section.
- B. Standards: In addition to complying with all pertinent codes and regulations:
  - 1. Manufacture of all tile shall be in accordance with ANSI A-137.1.
  - 2. Install ceramic tile in accordance with the recommendations contained in the 2017 "Handbook for Ceramic Tile Installation" of the Tile Council of America, Inc.
- C. Tolerances: Install all swimming pool ceramic tile straight, true, plumb and square within a tolerance horizontally of one in 200 and a tolerance vertically of one in 500. Waterline and gutter bullnose tile shall be level to 1/8" (+/- 1/16") around entire perimeter of swimming pools.

**1.03 SUBMITTALS AND SUBSTITUTIONS**

- A. Provide submittals in conformance with the requirements of Section 013300.
- B. Samples: Submit samples of each color and pattern in the specified groups. Character samples can be representative for review prior to screening of actual tile.
- C. Master Grade Certificate: Prior to opening ceramic tile containers, submit a Master Grade Certificate, signed by the manufacturer of the tile used and issued when the shipment is made, stating the grade, kind of tile, identification marks for the tile containers, and the name and location of the Project.

- D. Specifications: Submit manufacturer's recommended installation specifications for the Work.
- E. Submit proof of qualifications as specified in Article 1.02.A of this Section.

#### **1.04 PRODUCT HANDLING**

- A. Delivery: Deliver all materials to the Project Site in the manufacturer's original unopened containers with all labels intact and legible.
- B. Storage: Store all materials under cover in a manner to prevent damage and contamination, and store only the specified materials at the Project site.
- C. Protection: Use all means necessary to protect swimming pool ceramic tile before, during and after installation and to protect the installed Work specified in other Sections.
- D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative.

### **PART 2 – PRODUCTS**

#### **2.01 TILE**

- A. Replacement deck tile:
  - 1. Basis of Design:  
Material: Group 3 quality, frost proof unglazed ceramic mosaic tile with absorption rate of less than 1% as manufactured by Dal-Tile
  - 2. Size: 1 x 1 inches.
  - 3. Color: Dal-Tile #D-311, 'Black' at grab rail locations; Matte Blue unglazed to match adjacent for patches to gutter border if needed; Matte White unglazed to match adjacent for patches at deck;
  - 4. Other acceptable products: Dal-Tile, American Olean or approved equal.

#### **2.02 MORTAR**

- A. Sand for Mortar: Comply with requirements of fine aggregate for concrete.
- B. Cement: Type I Portland Cement, conforming to ASTM C150.
- C. Hydrated Lime: Conforming to ASTM C206 or 207, Type S.
- D. Water: From a potable source.
- E. Mortar shall meet ASTM C270 standards.

#### **2.03 THIN SET MORTAR**

- A. Laticrete 254 Platinum. Laticrete, Custom or equal.

B. Water: From a potable source.

C. Mortar shall meet ASTM C627.

## **2.04 GROUT**

A. All tile grout shall be waterproof grout complying with the recommendations of TCA and ANSI A118.6 (4) standards. Grout color shall be grey for dark backgrounds, white for light backgrounds (verify colors with Architect).

## **2.05 OTHER MATERIALS**

A. All other materials, not specifically described but required for a complete and proper installation of ceramic tile as indicated on the Drawings, shall be new, first quality of their respective kinds, and subject to the approval of the Owner's Representative.

## **PART 3 – EXECUTION**

### **3.01 SURFACE CONDITIONS**

A. Inspection:

1. Prior to all Work of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation may properly commence.
2. Verify that ceramic tile can be installed in accordance with the original design and all referenced standards.

B. Discrepancies:

1. In the event of discrepancy, immediately notify the Owner's Representative.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
3. Failure to notify the Owner's Representative and give written notice of discrepancies shall constitute acceptance by the Contractor of existing conditions as fit and proper to receive its Work.

### **3.02 INSTALLATION**

A. Method:

1. Install all ceramic tile in strict accordance with installation method P601-90 of the 2017 Handbook for Ceramic Tile Installation of the Tile Council of America, Inc.
2. Be certain to install all ceramic tile perfectly level, flush, plumb, and to the finish grades and elevations indicated on the Drawings.

B. Interface:

1. Carefully establish and follow the requirements of the applicable URI #KC.A.TOOT.2021.001 insure proper and adequate space for the work and materials of other trades.
2. Coordinate and cooperate as required with other trades to insure proper and adequate interface of ceramic tile Work with the Work of other trades.

### **3.03 GROUTING**

- A. Follow grout manufacturer's recommendations as to grouting procedures and precautions.
- B. Remove all grout haze, observing grout manufacturer's recommendations as to use of acid and chemical cleaners.

### **3.04 EXTRA STOCK**

- A. Provide one (1) unopened box of extra tile for 2.01A for Owners use at a future time.

### **3.05 CLEAN-UP**

- A. Upon completion of the swimming pool ceramic tile installation, thoroughly clean and polish the exposed surfaces of tile work. Completely clean work area of debris and rubbish occasioned by this Work and dispose of to the approval of the Owner's Representative.

END OF SECTION

## SECTION 131105 SWIMMING POOL PLASTER

### PART 1 GENERAL

#### 1.01 WORK INCLUDED

- A. Swimming pool plaster and waterproofing of swimming pool structures as indicated on the Drawings and herein specified.
- B. Start-up and operation instructions to Owner's operations and maintenance personnel and properly balance swimming pool water chemistry until the Owner takes occupancy.

#### 1.02 QUALITY ASSURANCE

- A. Qualifications of Workers:
  - 1. The entity performing the work of this Section shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of the Work.
  - 2. For actual construction operations, use only trained and experienced workers with a minimum of three (3) years experience with the materials and methods specified.
  - 3. Provide at least one person who shall be present at all times during execution of the work of this Section, with a minimum of five (5) years experience with the type of materials being installed, the referenced standards, and who shall direct all Work performed under this Section.
- B. Standards: Swimming pool plaster shall conform with requirements of The State of Rhode Island Swimming Pool Rules and Regulations. In addition, meet requirements of applicable portions of most current edition of the "Technical Manual," National Plasterers Council, Mission Viejo, California.
- C. Start-up:
  - 1. Furnish a swimming pool water chemistry consultant, with a minimum of five (5) years experience, possessing either AFO (Aquatic Facility Operator) or CPO (Certified Pool Operator) certification(s), to supervise and properly balance swimming pool water chemistry.
  - 2. Demonstrate to the Owner's Representative that all systems are fully operational and that calcium hardness, total alkalinity, chlorine residual and pH levels are within specified limits.
  - 3. Standards: Furnish labor and chemicals as required to condition the water properly to the following specifications:
    - a. Calcium Hardness: 200-400 parts per million (PPM)
    - b. Total Alkalinity: 80-100 PPM
    - c. Chlorine Residual: 1.00 to 2.0 PPM
    - d. pH Factor: 7.2 to 7.6

**1.03 SUBMITTALS AND SUBSTITUTIONS**

- A. Provide submittals in conformance with the requirements of Section 013300.
- B. Submit proof of qualifications as specified in Article 1.02.A and 1.02.C.1 of this Section.

**1.04 PRODUCT HANDLING**

- A. Delivery: Deliver materials to the Project Site in the manufacturer's original unopened containers with all labels intact and legible.
- B. Storage: Store materials under cover in a manner to prevent damage and contamination, and store only the specified materials at the Project Site.
- C. Protection: Use all means necessary to protect the swimming pool plaster before, during, and after installation and to protect the installed Work specified in other Sections.
- D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative.

**1.05 ENVIRONMENTAL CONDITIONS**

- A. No plastering shall be done under unsuitable conditions of weather or temperature. No plastering shall be done when prevailing temperature is 40 degrees Fahrenheit or less.
- B. Do not install plaster during rain and, if rain commences after plastering has begun, immediately protect the plaster from rain by all means necessary until the plaster has set.
- C. Do not install plaster during wind greater than 10 mph and, if wind commences after plastering has begun, immediately protect the plaster from wind by all means necessary until the plaster has set.

**PART 2 PRODUCTS****2.01 CEMENT / AGGREGATE**

- A. Luna Quartz® tiny pebble finish by Wet Edge Technologies.
- B. Altima® quartz finish by Wet Edge Technologies.
- C. Pebble-Fina® pool finish by Pebble Technologies

**2.02 COLOR**

- A. All swimming pool plaster shall be white in color.
- B. Wet Edge Technologies shall be Luna Quartz® "Polar White".
- C. Wet Edge Technologies shall be Altima® "White".
- D. Pebble Technology shall be Pebble-Fina® "Classico".
- E. Contractor to obtain written approval on selected pebble color from the local Health Department prior to installation. Submit cut sheet, color sample and written approval for review by Architect and Owner.

**2.03 WATER**



- A. Water for swimming pool plaster shall be clean and free from injurious amounts of acid, alkali, and organics.

### PART 3 EXECUTION

#### 3.01 SURFACE CONDITIONS

- A. Inspection:
1. Prior to Work of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation can properly commence.
  2. Verify that swimming pool plaster can be installed in accordance with the original design and all referenced standards, including proprietary application techniques and application training/certifications.
- B. Discrepancies:
1. In the event of discrepancy, immediately notify the Owner's Representative.
  2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
  3. Failure to notify the Owner's Representative and give written notice of discrepancies shall constitute acceptance by the Contractor of existing conditions as fit and proper to receive the Work.

#### 3.02 INSTALLATION OF POOL PLASTER

- A. Indoor Pools or Spas:
1. Completion of Other Work: **DO NOT** commence plastering of swimming pool(s) until the following conditions have been met:
    - a. The Health Department has approved the pool(s) for plaster.
    - b. All work above the pool(s) is complete.
    - c. All painting in the pool area is complete.
    - d. All welding and grinding in locations adjacent to the pool area are complete.
    - e. The backwash sewer connection is complete.
    - f. All concrete pool deck construction is complete and the pool decks have been thoroughly cleaned.
    - g. The circulation pump(s) is/are operation.
    - h. The mechanical system has been flushed sufficiently to remove all dirt and debris from the piping system.
    - i. All necessary chemicals (Chlorine, Acid, Sodium Bicarbonate and Calcium Chloride) are on site and ready to use.
    - j. Obtain written approval from the Owner's Representative and the Architect.
- B. Contractor accepts all liability from damage done to the pool plaster if the pool(s) is (are) plaster before the completion of the above listed items or without the written approval of the

Owner’s Representative and the Architect.

**C. POOL PLASTER AUTHORIZATION FORM:**

1. The pool(s) and or spa(s) at **University of Rhode Island** is/are hereby approved for the installation of the pool plaster. Pursuant to the requirements of specification section 131105, paragraph 3.02.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Architect / Project Manager

\_\_\_\_\_  
Date

**D. Preparation:**

1. Do not apply plaster over dirt, rust, scale, grease, moisture, scuffed surfaces or conditions otherwise detrimental to the formation of a durable plaster finish.
2. Consult with manufacturer on application to specific surfaces being treated. Follow manufacturer's recommendation for curing of cast-in-place concrete or shotcrete surfaces prior to application of plaster.
3. Protect ceramic tile, decking, deck equipment, gratings, fittings and other items by suitable covering or masking.
4. Mask or remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures and similar items in place not to receive pool plaster. Following completion of plaster for each space or area remove masking. Re-install all removed items utilizing workers skilled in the trades involved.

**E. Application:**

1. Finish shall be applied to a uniform thickness of 3/8” to 1/2” over the entire surface. The walls shall be scratch-coated followed by a finish coat. Material applied to the floor after the walls have been applied shall be accelerated to assure uniform setting time throughout the pool surface.
2. Float the plaster to a uniform plane and trowel to a smooth, dense, impervious surface using extreme care to avoid stains.
3. Take special care in finishing around pool fittings, making sure to mask off or plug openings so as not to fill such openings with excess plaster. Be certain to completely enclose pool fittings with plaster to insure a leak-proof seal around pipes, fittings, lights, anchors, etc.
4. Accurately interface with the finish planes of items installed by other trades.
5. Quartz-cement plaster is to be applied by a licensed applicator as approved by the manufacturer, and in accordance with manufacturer’s training.

**3.03 CURING**

- A. Preparation: Anticipate the need for required equipment and have all such equipment

immediately available for use upon completion of pool plastering.

B. Pool Filling:

1. After the plaster has sufficiently dried and before drying has proceeded to a damaging point, cure the plaster by gradually filling the pool with water, preventing all damage to finished plaster surfaces.
2. Flow the water continuously until the pool is filled.
3. When the weather is hot and/or water pressure is low, keep the pool walls damp while the pool is filling.
4. Coordinate with Contractor to ensure that the pool is continuously monitored while filling to prevent overflow.

### 3.04 EQUIPMENT ACTIVATION

- A. All water chemistry and filtration mechanical equipment shall be operational upon filling of pool after plaster. Chemicals and other related support items as supplied by Contractor, shall be in supply at start-up.
- B. For the first seven(7) calendar days after completion of the pool plaster, brush all plastered surfaces at least twice a day and coordinate with General Contractor to ensure that the plaster is carefully maintained after the initial seven day period. In addition, coordinate with the Contractor to ensure that pool filtration equipment is continuously running during the initial seven day period.
- C. Start-up and provide qualified personnel to operate pool equipment for a period not less than seven (7) days after the pool is placed in operation, or until the Owner takes occupancy of the facility or letter of substantial completion. During this time, Contractor shall instruct and supervise the Owner's personnel in the various operating and maintenance techniques involved. Contractor shall be responsible for supply of chemicals during this not less than seven (7) day period and at time of turnover to Owner, chemical storage tanks shall be full. (Owner's personnel shall be fully trained and capable of assuming swimming pool maintenance tasks, training may begin before Owner takes occupancy).

### 3.05 CLEAN-UP

- A. Upon completion of swimming pool plaster, remove all materials, equipment and debris occasioned by this Work and leave the job site in a clean and presentable condition. Perform all such clean-up to the approval of the Owner's Representative.

### 3.06 WARRANTY

- A. All applicators must provide a minimum of five (5) year warranty for application and workmanship additional to the manufacturer's warranty for product.

**END OF SECTION**

**SECTION 131106**

**SWIMMING POOL EQUIPMENT AND GUTTER CAULKING**

**PART 1 GENERAL**

**1.01 WORK INCLUDED**

- A. Swimming pool equipment items and gutter sealant required for this Work as indicated on Drawings and or specified herein.

**1.02 QUALITY ASSURANCE**

- A. Qualifications of Workers:
  - 1. The entity performing the work of this Section shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of the Work.
  - 2. For actual construction operations, use only trained and experienced workers with a minimum of three (3) years experience with the materials and methods specified.
  - 3. Provide at least one person who shall be present at all times during execution of the work of this Section, with a minimum of five (5) years experience with the type of materials being installed, the referenced standards, and who shall direct all Work performed under this Section.
- B. All equipment supplied or work performed shall comply with regulations governing public swimming pools and spas as contained within The State of Rhode Island Swimming Pool Rules and Regulations.

**1.03 SUBMITTALS AND SUBSTITUTIONS**

- A. Provide submittals in conformance with the requirements of Section 013300.
- B. Required submittals include:
  - 1. Swimming Pool Deck Equipment as specified in Article 2.01 of this Section.
- C. Submit proof of qualifications as specified in Article 1.02.A of this Section.
- D. The equipment shown on the plans represent the first listed items in the technical specifications. The Contractor shall be responsible for all required field coordination and installation of any approved equal product to provide a fully working and warranted system. The Contractor shall submit detailed shop drawings for any products used other than the first listed specified items. Contractor provided shop drawings shall include details and quality equal to the original plans and construction documents. The Contractor shall provide any and all required engineering including but not limited to structural and anchorage requirements for any proposed equipment other than the first

listed specified equipment. The Contractor is responsible to provide a factory certified representative(s) to start-up and provide on-site training for all swimming pool mechanical equipment provided.

#### **1.04 PRODUCT HANDLING**

- A. Protection: Use all means necessary to protect swimming pool equipment items before, during and after installation and to protect the installed work specified in other Sections.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative.

### **PART 2 – PRODUCTS**

#### **2.01 DECK EQUIPMENT AND GUTTER SEALANT**

- A. Grab Rail Recessed Steps, Set of 3: Cicolac.
- B. Cicolac Grab Rails and Escutcheons to match existing.
- C. The work includes 4 sets of 3 recessed steps and 4 sets of 2 grab rails for diving pool.
- D. Sealant at gutter and plaster joint: AquaBond: ABC-9100-300 Clear or ABW-9000-300 White sealer to be selected by Architect.

### **PART 3 EXECUTION**

#### **3.01 SURFACE CONDITIONS**

- A. Inspection:
  - 1. Prior to installing the items of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation may properly commence.
  - 2. Verify that the swimming pool equipment items may be installed in strict accordance with original design, pertinent codes and regulations, and the manufacturers' recommendations.
- B. Discrepancies:
  - 1. In the event of discrepancy, immediately notify the Owner's Representative.
  - 2. Do not proceed with installation in areas of discrepancy until all such discrepancies are fully resolved.
  - 3. Failure to notify the Owner's Representative and give written notice of discrepancies shall constitute acceptance by the Installer of existing conditions as fit and proper to receive its Work.

#### **3.02 INSTALLATION**

- A. Supply and install items of swimming pool equipment in strict accordance with applicable

codes and regulations, the original design, and the manufacturer's published recommendations, anchoring firmly and securely for long life under harduse.

- B. Coordinate with other trades to insure all imbedded items are set plumb and flush. Railing ends must have anchor sockets and escutcheon plates. Be certain that deck equipment and railings are properly bonded prior to imbedding.
- C. All equipment shall be braced and/or anchored to resist a horizontal force acting in any direction using the criteria shown on the Drawings.
- D. Install sealant according to manufacturer's specifications.

### **3.03 INSTRUCTION**

- A. The Contractor shall provide a factory certified representative(s) to start-up and certify proper installation, operation and full warranty status of all swimming pool mechanical equipment. The Contractor shall provide not less than two 8-hour days of on-site training for facility staff in the operation and maintenance of the swimming pool mechanical equipment and systems. The two 8-hour days shall be separated by a minimum of seven calendar days and be completed within the 14-day start-up period.

### **3.04 EQUIPMENT ACTIVATION**

- A. All water chemistry and filtration mechanical equipment shall be operational upon filling of pool after plaster. Chemicals and other related support items as supplied by Contractor, shall be in supply at start-up.
- B. For the first seven (7) calendar days after completion of the pool plaster, brush all plastered surfaces at least twice a day and coordinate with General Contractor to ensure that the plaster is carefully maintained after the initial seven-day period. In addition, coordinate with the Contractor to ensure that pool filtration equipment is continuously running during the initial fourteen-day period.
- C. Start-up and provide qualified personnel to operate pool equipment for a period not less than seven (7) days after the pool is placed in operation, or until the Owner takes occupancy of the facility or letter of substantial completion. During this time, Contractor shall instruct and supervise the Owner's personnel in the various operating and maintenance techniques involved. Contractor shall be responsible for supply of chemicals during this not less than seven (7) day period and at time of turnover to Owner, chemical storage tanks shall be full. (Owner's personnel shall be fully trained and capable of assuming swimming pool maintenance tasks, training may begin before Owner takes occupancy).

### **3.05 CLEAN-UP**

- A. Upon completion of swimming pool equipment, remove all debris, materials and equipment occasioned by this Work to the approval of the Owner's Representative.

**END OF SECTION**