Standard Contract Documents - URI Bid

PROJECT MANUAL

Demolition of 2133, 3071 and 3045A Kingstown Road

University of Rhode Island Kingston Campus

June 30, 2023

DA 41066.00 URI Project Number KC.G.2130.2022.001 GM2 Associates, Inc.

Standard Contract Documents-URI Bid

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

and State of Rhode Island

<u>In care of:</u> Office of Capital Projects

University of Rhode Island

60 Tootell Road

Attn: Kenneth Burke, 401-874-5015

Design Agent: GM2 Associates, Inc

200 Main Street

Pawtucket, Rhode Island 02860 Attn: Todd Ravenelle 401-726-4084

Consultant: GM2 Associates, Inc

200 Main Street

Pawtucket, Rhode Island 02860 Attn: Todd Ravenelle 401-726-4084

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Demolition of 2133, 3071, and 3045A Kingstown Road

University of Rhode Island Kingston Campus

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DA Job Number 40661.00 URI Job Number KC.G.2130.2022.001

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 2030 Attachment C Small Project Changes
- 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

Rev. 1/2/14 June 2023

01 7331 01 7800 01 7810	Attachment B – Small Project Changes Closeout Requirements Attachment A – Closeout Requirements
01 7820	Attachment B – Small Project Changes
DIVISION	02 – EXISTING CONDITIONS

Temporary Chain Link Fence
Asbestos Laboratory
Selective Site Demolition

02 8233 Asbestos

DIVISION 31 - EARTHWORK

31 1000	Site Clearing
31 2000	Earth Moving
31 2300	Excavation and Fill
31 2500	Erosion Controls

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 9200 **Turf and Grasses**

ATTACHMENTS

Attachment A	Photos
Attachment B	Asbestos Abatement Plan 3071 Kingstown Road
Attachment C	RIDOH Asbestos Abatement Plan Approval
Attachment D	Site Plans
Attachment E	Supporting Documents

END OF DOCUMENT

Rev. 1/2/14 **June 2023**

DOCUMENT 00 0115 - LIST OF DRAWINGS

Dwg. No. Drawing Title Date

Cover/Title Sheet

Civil

Demolition

Figure 1 3071 Kingstown Road Site Plan August 2023

Figure 2 3045A Kingstown Road Site Plan August 2023

Figure 3 2133 Kingstown Road Site Plan August 2023

Architectural

Structural

Plumbing

Mechanical

Electrical

Fire Alarm and Fire Protection

Audio-Visual

Telecommunications

END OF DOCUMENT

Rev. 1/2/14 June 2023 LIST OF DRAWINGS 00 0115-1

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

04/03/15

AGREEMENT FORM 00 5200-1

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.

Rev. 1/2/2014

June 2023 WAIVER OF LIEN FORM 00 6140-1

GM2 Associates, Inc.

WAIVER OF LIEN FORM - Material or Labor

UNIVERSITY OF RHODE ISLAND

Construction Project Title: 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___. (firm name) (signature)

END OF DOCUMENT

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

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, http://web.uri.edu/capitalprojects/manual-for-construction-project-safety-procedures/, 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

END OF DOCUMENT

Rev. 4/3/15



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 IslandOne Capitol Hill, Second Floor Providence, Rhode Island 02908-5855 401.578.8100 (telephone); 401.574.8387 (facsimile) www.puchasing.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 (facsmilie)
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)

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

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

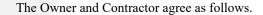
The Design Agent:

User Notes:

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

Init.

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User Notes:

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.)

ſ	1	Not later than () calenda	r davs from	the date of	commencement	of the	Work.
---	---	------------------	-----------	-------------	-------------	--------------	--------	-------

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User Notes:

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(3B9ADA38)

[] By the following of	ate:			
are to be completed prior	nents of the Contract Time as provided in the to Substantial Completion of the entire Worons by the following dates:	Contract Documents, if portions of the Work k, the Contractor shall achieve Substantial		
Portion of Work	Substantial Com	pletion Date		
	ails to achieve Substantial Completion as proas set forth in Section 4.5.	ovided in this Section 3.3, liquidated damages,		
		funds for the Contractor's performance of the ract Documents, the Contract Sum shall be:		
§ 4.2 Alternates § 4.2.1 Alternates, if any,	included in the Contract Sum:			
Item	Price			
execution of this Agreem (Insert below each altern	ditions noted below, the following alternates tent. Upon acceptance, the Owner shall issue that and the conditions that must be met for the conditions that must be met for the conditions.	a Modification to this Agreement. 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)				
services, regulatory comp	Bid Proposal Form and include all costs, incopliance, overhead, and profit necessary for the open and deletions from the Work.	rluding without limitation, labor, materials, he completion of the Work. Unit prices shall be		
(Table Deleted)				
§ 4.5 Liquidated damages (Insert terms and condition	s, if any: ons 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

.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.

the Work is substantially complete: \$

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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 th 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 A201TM–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;

- .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
- 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:
- 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
- the Contractor has submitted to the Owner all close-out documents, including without limitation, all asbuilt 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.

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§ 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.

§ 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

User Notes:

§ 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.

(3B9ADA38)

§ 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
 - .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 A101TM–2017, Standard Form of Agreement Between Owner and Contractor, as modified by the Owner
 - .2 Deleted.
 - .3 AIA Document A201TM–2007, General Conditions of the Contract for

Construction, as

modified by the

Owner.

- 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.

.6 Specifications

(Table Deleted)

The Specifications are included in the Solicitation and are available on the Division of Purchases website at 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.

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), 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.

(3B9ADA38)

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 DEPARMENT and THE UNIVERSITY OF RHODE ISLAND BOARD OF TRUSTEES

OWNER (Signature)	CONTRACTOR (Signature)	
Abigail RiderVice President, Division of Administration and Finance, University of Rhode Island		
(Printed name and title)	(Printed name and title)	

User Notes:

Additions and Deletions Report for

AIA® Document A101™ – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:34:44 ET on 03/16/2020.

PAGE 1

(Name, legal status, address and other information) address, telephone and facsimile numbers, and website)

...

State of Rhode IslandOne Capitol Hill, Second Floor Providence, Rhode Island 02908-5855 401.578.8100 (telephone); 401.574.8387 (facsimile) www.puchasing.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 (facsmilie)
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 and other information) address, telephone and facsimile numbers, and website)
The Architect: Design Agent:
,,
(Name, legal status, address and other information) address, telephone and facsimile numbers, and website)
PAGE 3
The Owner and Contractor agree as follows.
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, (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.
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.
§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.) be the later of: (i) the issuance of the Purchase Order by the Owner; and (ii) the

...

[-] The date of this Agreement.
[-] A date set forth in a notice to proceed issued by the Owner. User Agency.
[-] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
"
If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.
PAGE 4
§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject Subject to additions and deductions as provided in the Contract December 11 to 12 to 13 to 14 to 15
Documents, the Contract Sum shall be: \$
§ 4.3 Allowances, if any, included in the Contract Sum: are specified in the Bid Proposal Form and are included in the Contract Sum.
···
(Identify each allowance.)
ltem Price
§ 4.4 Unit prices, if any:
···

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

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

- .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:

Liquidated Damages Sum Phase

.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.

PAGE 5

(Insert provisions

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

§ 5.1.1 Based upon Applications for Payment submitted to the Architect Design Agent by the Contractor and Certificates for Payment issued by the Architect, 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, or as follows: month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the The Owner shall make payment of the amount certified amount, less retainage, to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment. 30th working day following written approval by the Owner.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor 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 Architect 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.

§ 5.1.6 In accordance with AIA Document A201TM 2017, A201TM 2007, General Conditions of the Contract for Construction, 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:

That portion of Construction Change Directives that the Architect determines, in the Architect's Design Agent determines, in the Design Agent's professional judgment, to be reasonably justified.

.2 The amount, if any, for Work that remains uncorrected and for which the Architect Design Agent has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201 2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay; A201-2007 as modified by the Owner;

PAGE 6

.4 ___.3 For Work performed or defects discovered since the last payment application, any amount for which the Architect 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 2017; A201 2007 as modified by the Owner; and

.5 ___.4 Retainage withheld pursuant to Section 5.1.7.

§ 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.

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

§ 5.1.7.1.1 The following items are not subject to retainage: Deleted. (Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.) § 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows: Deleted. (If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.) (Insert any other conditions for release of retainage upon Substantial Completion.) 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 A201-2017-A201-2007 as modified by the Owner. § 5.1.9 Except with the Owner's prior <u>written</u> 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 when:

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 2017, A201 2007 as modified by the Owner, and to satisfy other requirements, if any, which extend beyond final payment; and

a final Certificate for Payment has been issued by the Architect. 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

the Contractor has submitted to the Owner all close-out documents, including without limitation, all asbuilt 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 Architect's final Certificate for Payment, or as follows: Design Agent's final Certificate for Payment and written approval by the Owner.

PAGE 7

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at 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

the legal rate prevailing from time § 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.

to time at the place where the Project is located § 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.

(Insert rate of interest agreed upon, if any.)

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201 2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. 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

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)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 Binding Dispute Resolution Mediation

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows: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

(Check the appropriate box.) have the

Arbitration pursuant to Section 15.4 of AIA Document A201 2017 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

Litigation in a court of competent jurisdiction 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.

[-] Other (Specify)

§ 6.3 Binding Dispute Resolution

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

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201 2017, then the Owner shall pay the Contractor a termination fee as follows: 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

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.) otherwise provided in the State of Rhode Island Procurement Regulations General Conditions of Purchase or other applicable law.

§ 7.1.1 Deleted.

PAGE 8

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

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 2017 A201 2007 or another Contract Document, the reference refers to that provision 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) 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)

10

(Name, title, address, email address, and other information) 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 ten-10 working days' prior notice to the other party.

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101TM 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, the Solicitation and elsewhere in the Contract Documents.

PAGE 9

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101TM 2017 Exhibit A, the Solicitation and elsewhere in the Contract Documents.

§ 8.6 Notice Deleted.

§ 8.7 Other provisions:

in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203TM 2013, Building Information Modeling § 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.

and Digital Data Exhibit, if completed, or as otherwise set forth below: .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.

(If other than in accordance -. 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.

with AIA Document E203 2013, insert requirements for delivering notice .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.

in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.) .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 Other provisions: 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.

.1 AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor Contractor, as modified by the Owner

.2 AIA Document A101TM 2017, Exhibit A, Insurance and Bonds Deleted.

AIA Document A201TM 2017, A201TM 2007, General Conditions of the Contract for Construction

.4 AIA Document E203TM 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: Construction, as

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

Owner.

	.4 Delete	<u>d.</u>			
	Num	oer	Title	Date	
	The Draw	ngs are included in the Solicitation	n and are available on the D	ivision of Purchas	es website at
	The Blaw	ings are incruded in the Solicitation	in and are available on the D	ivision of Farenas	es website at
	www.pure	chasing.ri.gov.			
	Secti	on.	Title	Date	Pages
		on	Title	Date	r uges
PAGE 10	0				
		ications are included in the Solici hasing.ri.gov.	tation and are available on the	ne Division of Pur	chases website at
	.7 Adden	da, if any:			
	Num	oer	Date	Pages	
		ons of Addenda relating to biddir			
	issue	ments unless the bidding or prop d pursuant to the Solicitation forn hases website at www.purchasing	n a part of the Solicitation ar		
	.8 Other	Exhibits:			

(Check all boxes that apply and include appropriate information identifying the exhibit where required.) Supplementary and other Conditions of the Contract, including without limitation, the State of Rhode Island General Conditions of Purchase Regulation.

User Notes:

[-] AIA below:	Document E204 TM 2017, Sus	tainable Projects Exhibit, dated a	s indicated .9 Other de	ocuments listed
0 0 10 W.				
(Insert the	date of the E204-2017 incorpo	orated into this Agreement.)		
		by the Owner, including withou		
	instructions to Bidders, the	e Specifications and Drawings, and	ny Addenda, and the Bi	a Checklist.
	[-] The Sustainability P	lan:		
	[] The Sustainasinty I			

	.2 The Bid Proposal, inclu	ding without limitation, the Bid I	Form and the Bidder Ce	rtification Cover
	<u>Form.</u>			
	Title	Date	Pages -	
			· ·	
	.3 The Purchase Order issu	<u>ued by the Owner.</u>		
		ns of the Contract: § 9.2 This Agr he State of Rhode Island, including		
		d applicable federal and local law		
	ment by this reference.	,	,	
	Document	Title	Date	Pages -
				-
.9	Other documents, if any, list	ted below:		
			2	
		locuments that are intended to for provides that the advertisement or		

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User Notes:

sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation § 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

...

ARTICLE 10 BENEFITS OF AGREEMENT

...

of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)§ 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.

PAGE 11

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

...

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

...

Abigail RiderVice President, Division of Administration and Finance, University of Rhode Island

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, , hereby certify, to the best of my knowledge, information and belief, that simultaneously with its associated Additions and Deletions Report and this cunder Order No. 7842301080 from AIA Contract Documents software and document I made no changes to the original text of AIA® Document A101 ^{TI} Between Owner and Contractor where the basis of payment is a Stipulated St. software, other than those additions and deletions shown in the associated A	ertification at 14:34:44 ET on 03/16/2020 that in preparing the attached final ^M - 2017, Standard Form of Agreement Sum, as published by the AIA in its
(Signed)	-
(Title)	-
(Dated)	-

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 though

(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:

User Notes:

(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.

Init.

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TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 DESIGN AGENT
- 5 SUBCONTRACTORS

(Paragraphs deleted)

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.

- § 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 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.

§ 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 may not be safe, 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.

§ 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

§ 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.

User Notes:

- § 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,
 - Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and .1 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.

User Notes:

§ 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

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
 - 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

(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.

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS ARTICLE 6 § 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.

- § 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
- § 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.

§ 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;
- 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,

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;

- .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.

- § 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

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.

§ 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

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;

Init.

- .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:
 - 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
 - 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;
 - .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.

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§ 16 COMPLIANCE WITH APPLICABLE LAW

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

Additions and Deletions Report for

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PAGE 1

State of Rhode Island
One Capitol Hill, Second Floor
Providence, Rhode Island 02908-5855
THE ARCHITECT:(401) 574-8100 (telephone)
(Name, legal status and address)(401 574-8387 (facsimile)

TABLE OF ARTICLES

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

Acceptance of Nonconforming Work

9.6.6. 9.9.3. 12.3

Acceptance of Work The University of Rhode Island Purchasing Department

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

1010 Tootell Road

Acts and Omissions Kingston, Rhode Island 02881

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7, 14.1, 15.2(401) 874-2171 (telephone)

Addenda(401) 874-2306 (facsimile)

http://web.uri.edu/purchasing/1.1.1, 3.11

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

Additional Inspections and Testing

9.4.2. 9.8.3. 12.2.1. 13.5

Additional Insured

11.1.4

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.5

Administration of the Contract

3.1.3, 4.2, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, 11.1.3

Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1

Arbitration

8.3.1, 11.3.10, 13.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of The University of Rhode Island Board of Trustees

4.1.135 Campus Avenue, Green Hall

Architect, Extent of Authority Kingston, Rhode Island, 02881

2.4, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

Architect's Additional Services and Expenses

2.4, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the ContractOn behalf of the User Agency

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals THE USER AGENCY

2.4, 3.1.3, 3.5, 3.10.2, 4.2.7

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User Notes:

2

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Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2,
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3,
4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
Basic Definitions
1.1
Bidding Requirements
1.1.1, 5.2.1, 11.4.1
Binding Dispute Resolution
9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1
Boiler and Machinery Insurance (Name, address, telephone and facsimile numbers, and web address)
11.3.2
Bonds, Lien
7.3.7.4, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.7.4, 9.6.7, 9.10.3, 11.3.9, 11.4
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion The University of Rhode Island
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3
Certificates of Inspection, Testing or Approval Office of Capital Projects
13.5.460 Tootell Road – Sherman Building
Certificates of Insurance Kingston, Rhode Island 02881
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9.10.2, 11.1.3(401) 874-2725 (telephone)

Change Orders

User Notes:

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```
1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1,
9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3
Change Orders, Definition of
CHANGES IN THE WORKTHE Design Agent:
2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.3.9
Claims, Definition of
15.1.1
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
Claims and Timely Assertion of Claims (Name, legal status, address, telephone and facsimile numbers, and web
address)
    15.4.1
  Claims for Additional Cost
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4
Claims for Additional TimeTABLE OF ARTICLES
3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, 15.1.5
Concealed or Unknown Conditions, Claims for 1
                                                                                                   GENERAL PROVISIONS
3.7.4
Claims for Damages2
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Claims Subject to Arbitration3
                                                                 CONTRACTOR
15.3.1, 15.4.1
Cleaning Up4
                                DESIGN AGENT
3.15, 6.3
Commencement of the Work, Conditions Relating to 5
                                                                                                                   SUBCONTRACTORS
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4
Commencement of the Work, Definition of
8.1.2
Communications Facilitating Contract Administration
3.9.1, 4.2.4
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2
COMPLETION, PAYMENTS AND
Completion, Substantial
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
Compliance with Laws
1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 13.1, 1
15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2
Consolidation or Joinder
<del>15.4.4</del>
               CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
```

```
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.3
Contract. Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE7 CHANGES IN THE WORK
5.4.1.1, 11.3.9, 14
Contract Administration8 TIME
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5
Contract Sum, Definition of
9.1
Contract Time
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction Schedules
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contractor's Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8
Contractor's Relationship with the Architect
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1,
9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
9.7
Contractor's Right to Terminate the Contract
14.1, 15.1.6
Contractor's Submittals
3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
```

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3

```
Contractual Liability Insurance
11.1.1.8, 11.2
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.2.5, 3.11
Copyrights
1.5, 3.17
Correction of Work
2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.7
Costs
2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.3.1, 12.1.2, 12.3.1, 12.1.2, 12.3.1, 12.1.2, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 12.3.1, 1
12.2.4, 13.5, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2,
14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, 9.5, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2, 11.1.2
Emergencies
```

6

10.4, 14.1.1.2, 15.1.4

```
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Equipment, Labor, Materials or
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 
10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.9.1, 9.
10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.5, 15.2.5
Failure of Payment
9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
Fire and Extended Coverage Insurance
11.3.1.1
GENERAL PROVISIONS
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials
10.2.4. 10.3
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, 3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7
Information and Services Required of the Owner
2.1.2, 2.2, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2,
14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2
Instruments of Service, Definition of
1.1.7
Insurance
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 11
Insurance, Boiler and Machinery
11.3.2
```

```
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.3
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
Insurance Companies, Consent to Partial Occupancy
9.9.1
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12, 15.1.4
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 10.2.1, 
10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14, 15.2.8, 13.5.2, 13.6, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14.2.2, 14
15.4
Liens
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 13.7, 15.4.1.1
Limitations of Liability
2.3, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, 11.2, 11.3.7,
12.2.5, 13.4.2
Limitations of Time
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6,
9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
11.3.3
Material Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5
Materials, Hazardous
<del>10.2.4, 10.3</del>
Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,
9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 15.2.8
```

User Notes:

8

(1431520817)

```
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, 7.4
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.3.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, 12.3
Nonconforming Work, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Notice
2.2.1, 2.3, 2.4, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2,
15.2.8, 15.4.1
Notice, Written
2.3, 2.4, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, 13.3, 14, 15.2.8, 15.4.1
Notice of Claims
3.7.4, 10.2.8, 15.1.2, 15.4
Notice of Testing and Inspections
13.5.1, 13.5.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5
Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1
OWNER
Owner, Definition of
Owner, Information and Services Required of the
2.1.2, 2.2, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2,
14.1.1.4, 14.1.4, 15.1.3
Owner's Authority
1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2,
8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.4
Owner's Liability Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.4, 14.2.2
Owner's Right to Clean Up
Owner's Right to Perform Construction and to Award Separate Contracts
Owner's Right to Stop the Work
2.3
```

Mediation

Owner's Right to Suspend the Work

14.3

User Notes:

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(1431520817)

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Owner's Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, 1.5, 2.2.5, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, 9.9, 11.3.1.5
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3, 13.7, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, 11.4
Payments, Progress
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
        PAYMENTS AND COMPLETION
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.7.4, 9.6.7, 9.10.3, 11.4
Permits, Fees, Notices and Compliance with Laws
2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, 3.12, 4.2.7
Progress and Completion
4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3
Progress Payments
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5. 11.3
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8,
        15.411 INSURANCE AND BONDS
Rejection of Work
                          UNCOVERING AND CORRECTION OF WORK
```

3.5, 4.2.6, 12.2.1**12**

User Notes:

(1431520817)

Releases and Waivers of Liens 9.10.2 Representations 3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1 Representatives 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1 Responsibility for Those Performing the Work 3.3.2, 3.18, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10 Retainage 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3 **Review of Contract Documents and Field Conditions by Contractor 3.2**, 3.12.7, 6.1.3 Review of Contractor's Submittals by Owner and Architect 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2 Review of Shop Drawings, Product Data and Samples by Contractor 3.12 **Rights and Remedies** 1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, **13.4**, 14, **Royalties, Patents and Copyrights** Rules and Notices for Arbitration 15.4.1 **Safety of Persons and Property** 10.2, 10.4 **Safety Precautions and Programs** 3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4 Samples, Definition of 3.12.3 Samples, Shop Drawings, Product Data and 3.11, 3.12, 4.2.7 Samples at the Site, Documents and 3.11 **Schedule of Values** 9.2, 9.3.1 Schedules, Construction 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2 Separate Contracts and Contractors 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2<mark>13 MISCELLANEOUS PROVISIONS</mark> Shop Drawings, Definition of 3.12.1 **Shop Drawings, Product Data and Samples** 3.11, 3.12, 4.2.7 Site, Use of **3.13**, 6.1.1, 6.2.1 **Site Inspections** 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5 Site Visits, Architect's 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5 **Special Inspections and Testing** 4.2.6, 12.2.1, 13.5 Specifications, Definition of 1.1.6 **Specifications**

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

Statute of Limitations 13.7, 15.4.1.1

User Notes:

(1431520817)

```
Stopping the Work
2.3, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
SUBCONTRACTORS
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1. 11.3.7
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
Substantial Completion, Definition of
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
4.1.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
Surety, Consent of
9.10.2, 9.10.3
Surveys
2.2.3
Suspension by the Owner for Convenience
Suspension of the Work
5.4.2, 14.3
Suspension or Termination of the Contract
<del>5.4.1.1,</del> 14
Taxes
3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
14.1, 15.1.6
Termination by the Owner for Cause
```

5.4.1.1, **14.2**, 15.1.6

User Notes:

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12

(1431520817)

```
Termination by the Owner for Convenience
14.4
Termination of the Architect
4.1.3
Termination of the Contractor
14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT
Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1, 12.2.1, 13.5
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5
Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6,
9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 13.7, 15.1.2
Title to Work
9.3.2, 9.3.3
Transmission of Data in Digital Form
UNCOVERING AND CORRECTION OF WORK 15 CLAIMS AND DISPUTES
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4. 8.3.1. 10.3
Unit Prices
7.3.3.2, 7.3.4
Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.4.2
Waiver of Claims by the Contractor
9.10.5, 13.4.2, 15.1.6
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages
14.2.4, 15.1.6
Waiver of Liens
9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, 11.3.7
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7
Weather Delays
15.1.5.2
Work, Definition of
1.1.3
```

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

Written Consent

Written Interpretations 4.2.11, 4.2.12 Written Notice 2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, 13.3, 14, 15.4.1 Written Orders 1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2





PAGE 3

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary (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 Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements. Design Agent.

...

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

...

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

...

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect-Design Agent and the Architect's 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.

...

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

PAGE 4

- § 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 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.

- § 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. 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 Architect's or Architect's 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, Architect-Design Agent and the Architect's-Design Agent's consultants.

- § 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect-Design Agent does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.
- § 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein. Deleted. PAGE 5
- § 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor. Deleted.
- § 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for 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 The 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 <u>any</u> information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

...

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

...

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day 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 Architect's Design Agent's additional services made necessary by such default, neglect_neglect, or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. 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.

...

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. 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.

...

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

PAGE 6

- § 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies 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 Architect 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 Architect 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 Architect may require. 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 Architect 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 or 3.2.3, 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 Architect-Design Agent for damages resulting from errors, inconsistencies 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.

- § 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect Design Agent and shall not proceed with that portion of the Work without further written instructions from the Architect. 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. PAGE 7
- § 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 Architect 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 Architect Design Agent and in accordance with a Change Order or Construction Change Directive.

The Contractor warrants to the Owner and Architect the Design Agent that materials and equipment furnished under the Contract will be of good quality-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-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 <u>Architect, Design Agent</u>, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

...

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.

- § 3.6.1 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.

...

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies 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.

...

- § 3.7.3 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 Architect Design Agent before conditions are disturbed and in no event later than 21 working days after first observance of the conditions. The Architect Design Agent will promptly investigate such conditions and, if the Architect 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 Architect 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 Architect Design Agent shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's 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 Architect. 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.

PAGE 8

User Notes:

- § 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect-Design Agent the name and qualifications of a proposed superintendent. The Architect-Design Agent may reply within 14 working days to the Contractor in writing stating (1) whether the Owner or the Architect Design Agent has reasonable objection to the proposed superintendent or (2) that the Architect Design Agent requires additional time to review. Failure of the Architect Design Agent to reply within the 14 day-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 Architect-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.

PAGE 9

- § 3.10.1 The Contractor, promptly after being awarded the Contract, within 20 working days after the issuance of the Purchase Order, shall prepare and submit for the Owner's and Architect's 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 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, promptly after being awarded the Contract 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 Architect's approval. The Architect's 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 Architect 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 Architect. Design Agent.

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

- § 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect Design Agent is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect 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 Architect Design Agent without action.
- § 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect-Design Agent Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect 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 Architect 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 Architect. 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 Architect's Design Agent's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect Design Agent in writing of such deviation at the time of submittal and (1) the Architect 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 Architect's 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 <u>Architect Design Agent</u> on previous submittals. In the absence of such written notice, the <u>Architect's Design Agent's</u> approval of a resubmission shall not apply to such revisions.
- § 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect 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 Architect. Design Agent. The Owner and the Architect-Design Agent shall be entitled to rely upon the adequacy, accuracy and completeness of the services, eertifications certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect 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 Architect Design Agent will review, approve-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.

PAGE 10

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 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.

PAGE 11

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

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The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect-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 Architect. 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 Architect. Design Agent and the Owner.

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§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.the User Agency and the State of Rhode Island in accordance with Rhode Island Procurement Regulation 220-RICR-30-00-13.21.

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ARTICLE 4 ARCHITECT

- § 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

- § 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. 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 Architect Design Agent as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Design Agent. Consent shall not be unreasonably withheld.

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

PAGE 12

- § 4.2.1 The Architect 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 until the date the Architect issues the final Certificate for Payment. The Architect 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 Architect 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 Architect Design Agent will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect 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 Architect-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 Architect-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 Architect-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.

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Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect Design Agent about matters arising out of or relating to the Contract. Communications by and with the Architect's Design Agent's consultants shall be through the Architect. 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 Architect's Design Agent's evaluations of the Contractor's Applications for Payment, the Architect Design Agent will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- § 4.2.6 The Architect Design Agent has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect Design Agent considers it necessary or advisable, the Architect 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 Architect 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 Architect 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 Architect 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 Architect's Design Agent's action will be taken in accordance with the submittal schedule approved by the Architect Design

Agent or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's 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 Architect's-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 Architect's Design Agent's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, Design Agent, of any construction means, methods, techniques, sequences or procedures. The Architect's 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 Architect 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 Architect-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 Architect 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 Architect Design Agent agree, the Architect Design Agent will provide one or more project representatives to assist in carrying out the Architect's 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 Architect-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 Architect's-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 Architect 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 Architect 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 Architect's Design Agent's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents. Documents and approved by the Owner.
- § 4.2.14 The Architect Design Agent will review and respond to requests for information about the Contract Documents. The Architect's-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 Architect-Design Agent will prepare and issue supplemental Drawings and Specifications in response to the requests for information. PAGE 13
- § 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect and the Design Agent the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect Owner may reply within 14 working days to the Contractor in writing stating (1) whether the Owner or the Architect Design Agent has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection. 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 Architect-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 Architect-Design Agent has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect-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 Architect 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. PAGE 14

By appropriate agreement, written where legally required for validity, 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 Architect. 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 Architect-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.

PAGE 15

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

- § 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 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. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

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§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect 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.

PAGE 16

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

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

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

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- .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.

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§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect-Design Agent and signed by the Owner and Architect, 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.

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- § 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted. Deleted.
- § 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect-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.

PAGE 17

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect 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 the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. 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 Architect 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:

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User Notes:

- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed; delivery;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; tools; or
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work: and
- .5 Additional costs of supervision and field office personnel directly attributable to the change 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 Architect. 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 Architect 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 Architect Design Agent determines, in the Architect's Design Agent's professional judgment, to be reasonably justified. The Architect's 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 <u>Architect-Design Agent</u> 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 <u>Architect Contractor</u> 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.

PAGE 18

The Architect 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 effected affected by written order signed by the Architect Design Agent and shall be binding on the Owner and Contractor.

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

- § 8.1.2 The date of commencement of the Work is the date established in the Agreement.
- **§ 8.1.3** The date of Substantial Completion is the date certified by the Architect Design Agent in accordance with Section 9.8.
- § 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined. Deleted.

...

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

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, 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; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, control, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect-Owner may determine.

...

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

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, 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 Architect, 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 Architect may require. This schedule, unless objected to by the Architect, 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.

..

- § 9.3.1 At least ten 10 working days before the date established for each progress payment, the Contractor shall submit to the Architect Design Agent and the Owner for approval an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect 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 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders. 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.

PAGE 19

- § 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.
- § 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, 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.

...

- § 9.4.1 The Architect Design Agent will, within seven 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 Architect Design Agent determines is properly due, or notify the Contractor and Owner in writing of the Architect's 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 Architect-Design Agent to the Owner, based on the Architect's-Design Agent's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. 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

Architect 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.

PAGE 20

§ 9.5.1 The Architect may 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 Architect's Design Agent's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect Design Agent is unable to certify payment in the amount of the Application, the Architect Design Agent will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect Design Agent cannot agree on a revised amount, the Architect Design Agent will promptly issue a Certificate for Payment for the amount for which the Architect Design Agent is able to make such representations to the Owner. The Architect 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 Architect's 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 ofof:

...

- reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents; or
- .8 any other failure to comply with the obligations of the Contractor under the Contract Documents.

...

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the <u>The</u> 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 <u>Architect Design Agent</u> and the <u>Architect Design Agent</u> will reflect such payment on the next Certificate for Payment.

...

- § 9.6.1 After the Architect has issued a Certificate for Payment, 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 Architect. Design Agent.
- § 9.6.2 The Contractor shall pay each Subcontractor no later than seven—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 <u>Architect Design Agent</u> 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 <u>Architect Design</u> 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 seven 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

<u>payment(s)</u> to the Contractor in the event that any Subcontractors or material and equipment suppliers have <u>not</u> been properly paid. Neither the Owner nor <u>Architect Design Agent</u> 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.

PAGE 21

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

- § 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect-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 Architect-Design Agent will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's 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 Architect. Design Agent. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. 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 Architect-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. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. 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.

• • •

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit

a list to the Architect-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 Architect. Design Agent.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect-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.

PAGE 22

- § 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect-Design Agent will promptly make such inspection and, when the Architect-Design Agent finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect-Design Agent will promptly issue a final Certificate for Payment stating that to the best of the Architect's Design Agent's knowledge, information and belief, and on the basis of the Architect's 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 Architect's-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 Architect-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 and 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, 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 Final Completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect Final Completion, and the Design Agent so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, 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 Architect 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 from:
 - .1 liens, Claims, security interests interests, or encumbrances arising out of the Contract and unsettled;
 - .2 failure of the Work to comply with the requirements of the Contract Documents; or
 - .3 terms of special warranties required by the Contract Documents. Documents; or
 - claims permitted under the State of Rhode Island General Conditions of Purchase Regulation.

PAGE 23

- § 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.

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

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

PAGE 24

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

- § 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect 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 Architect-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 Architect 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 Architect-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 Architect-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 fullest extent permitted by law, 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, Architect, Architect's 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. PAGE 25

§ 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:

- Claims involving contractual liability insurance applicable to the Contractor's obligations under .8 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.

- § 11.1.3 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. 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 Architect and the Architect's-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 negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured the Owner, the User Agency, and their 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 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.

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

PAGE 26

- § 11.3.1 Unless otherwise provided, the Owner The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, 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 Architect's-Design Agent's and Contractor's services and expenses required as a result of such insured loss.
- § 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto. Deleted.

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

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

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

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

 PAGE 27
- § 11.3.6 Before an exposure to loss may occur, the Owner Contractor shall file with the Contractor 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 Contractor-Owner and the User Agency.

...

User Notes:

The Owner and Contractor waive all rights against (1) each other-Contractor waives all rights against the Owner and the User Agency and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect's 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 Architect, Architect's 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 the Owner's this property insurance shall be adjusted by the Owner 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 Owner's-Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner-Contractor shall deposit in a separate account proceeds so received, which the Owner-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 Owner 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 five 5 working days after occurrence of loss to the Owner's

<u>Contractor's</u> exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

...

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

 PAGE 28
- § 12.1.1 If a portion of the Work is covered contrary to the <u>Architect's Design Agent's</u> request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the <u>Architect, Design Agent</u>, be uncovered for the <u>Architect's Design Agent's</u> examination and be replaced at the Contractor's expense without change in the Contract Time.
- § 12.1.2 If a portion of the Work has been covered that the Architect Design Agent has not specifically requested to examine prior to its being covered, the Architect 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.

...

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

...

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial 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. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, Design Agent, the Owner may correct it in accordance with Section 2.4.

• • •

§ 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.

PAGE 29

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4. State of Rhode Island.

. . .

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

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. 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.

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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.

...

§ 13.4.2 No action or failure to act by the Owner, Architect 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.

..

- § 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect Design Agent timely notice of when and where tests and inspections are to be made so that the Architect 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 Architect, 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 Architect 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 Architect Design Agent of when and where tests and inspections are to be made so that the Architect 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 Architect's 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 Architect. Design Agent.

§ 13.5.5 If the Architect-Design Agent is to observe tests, inspections or approvals required by the Contract Documents, the Architect Design Agent will do so promptly and, where practicable, at the normal place of testing. PAGE 30

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

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

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive 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:

- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect 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, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract
- The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.9.4.1
- § 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less. Deleted.
- § 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven 7 working days' written notice to the Owner and Architect, Design Agent, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages. executed.
- § 14.1.4 If the Work is stopped for a period of 60 consecutive 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 seven-7 additional days' written notice to the Owner and the Architect, Design Agent, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

40

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

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

PAGE 31

- repeatedly disregards disregards or fails to comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of breach of a provision of the Contract Documents; or
- 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, seven-7 working days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's 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.

- § 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
 - .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- that an equitable adjustment is made or denied under another provision of the Contract. 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.

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

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

PAGE 32

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker, 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.

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

§ 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 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

This mutual profit. This waiver is applicable, without limitation, to all consequential damages due to either party's the Contractor's termination in accordance with Article 14. Nothing contained 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.

PAGE 33

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, Claims shall be referred to the Initial Decision Maker for initial decision. The Architect 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, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an 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 mediation binding dispute resolution pursuant to Section 15.3.1 of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.duc.

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

42

Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim. **Deleted.**

- § 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense. Deleted.
- § 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part. Deleted.
- § 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution. Deleted.
- § 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.Deleted.
- § 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision. Deleted.
- § 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy. Deleted.
- § 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines. <u>Deleted.</u>
- ...
- § 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution. 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 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties

or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. Deleted.

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

§ 15.4 ARBITRATION BINDING DISPUTE RESOLUTION

- § 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. 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.
- § 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.
- § 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- § 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER Deleted.

- § 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Deleted.
- § 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. Deleted.
- § 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement. Deleted.

§ 16 COMPLIANCE WITH APPLICABLE LAW

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

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, , hereby certify, to the best of my knowledge, information and belief, that simultaneously with its associated Additions and Deletions Report and this counder Order No. 7842301080 from AIA Contract Documents software and to document I made no changes to the original text of AIA® Document A201 TM Contract for Construction, as published by the AIA in its software, other that the associated Additions and Deletions Report.	ertification at 09:27:57 ET on 03/17/2020 hat in preparing the attached final 1 – 2007, General Conditions of the
(Signed)	
(Title)	
(Dated)	

SECTION 01 1000 - SUMMARY

PART 1 - GENERAL

1.01 PROJECT

- A. See Bid Form for official Project Information.
- B. The Project consists of the construction of the following types of work:
 - 1. Demolition of Fernwood Building, 3071 Kingston Road.
 - 2. Demolition of Building No. 3045A Kingstown Road.
 - 3. Demolition of East Farm Building, 2133 Kingstown Road.

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 plus as specified in Section 02 4113.
- B. Scope of alterations work is shown on drawings and/or as specified herein.
- C. Site modifications: Buildings will be demolished and foundations removed. Site will be restored to match existing grade.
- D. Architectural modifications: None

1.04 OWNER OCCUPANCY/SCHEDULE

- A. Owner no longer occupies the structures. Access to surrounding areas will be required as mutually agreed to during project scheduling. See attached drawings for approximate work area.
- B. Work to begin within 7 days of receipt of Purchase Order unless otherwise defined in Attachment A at the end of this section.
- C. 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 adjacent facilities.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without a permit. Provide necessary signage and barriers to direct pedestrians and bicyclists around work areas.

D. Time Restrictions:

- 1. Limit conduct of especially noisy work when events are in process.
- 2. Night and weekend work is not allowed.
- 3. Refer to Attachment A following this section for building specific scheduling restrictions

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. The University will remove all items to be salvaged prior to demolition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION – NOT USED

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

Rev. 1/2/14 SUMMARY June 2023 01 1000 - 2

Attachment A – 01 1010

NOTE:

Unrestricted = Contractor to plan and schedule work and submit for review by Owner

Limited Restriction = Contractor to meet with Owner and coordinate access to these areas

Restricted = Contractor to perform work on dates provided in this document

2133 KINGSTOWN ROAD BUILDING

Contractors will have limited restrictions prior to the demolition permit acquisition. Contractors will have unrestricted access to the building for the purposes of demolition.

3071 KINGSTOWN ROAD BUILDING

Contractors will have limited restrictions prior to the demolition permit acquisition. Contractors will then have unrestricted access to the building for the demolition permit acquisition.

3045A KINGSTOWN ROAD BUILDING

Contractors will have limited restrictions prior to the demolition permit acquisition. Contractors will then have unrestricted access to the building for the demolition permit acquisition.

OTHER AREAS/GENERAL NOTES:

General Contractor general staging and parking areas are shown on the demolition plans, defined staging areas will be approved by the University prior to mobilization. Contractors will have unrestricted access to the staging areas once approved.

OTHER AREAS/GENERAL NOTES:

General Contractor general staging and parking areas are shown on the demolition plans, defined staging areas will be approved by the University prior to mobilization. Contractors will have unrestricted access to the staging areas once approved.

The Contractor is responsible for maintaining egress paths during construction to the satisfaction of the Fire Marshall and the AHJ.

Parking is restricted to areas designated by the University.

Rev. 1/2/14 SUMMARY-Attachment A June 2023 01 1010 - 1



DIVISION OF ADMINISTRATION AND FINANCE



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 Impairmen	t Notification Form	
To: URI Office of Capital Projects		
Date		
Start of Planned Impairment: End of Planned Impairment: Building occupied during impairment: Any hot work to be performed:	Yes: No: Yes: No:	
Description of Work to be performed:		
-		
URI Manager of Alarms, Mike Suria	ani, can also be directly contact	ed at 401-639-2268.
Contractor supervisory personnel sha	all remain in the building for th	e entire duration of the impairment.
		Name:
		Company:
		Phone:

01 1030 SUMMARY - Attachment C Abatement Plan

The asbestos abatement plan prepared by the University's consultant and applies to the work areas of this project as noted. The following work has already been accomplished by other subcontractors:

The Asbestos Abatement Plan for 3071 Kingstown Road has been prepared and is included in attachment B.

The following work is to be included as part of this project and shall be included in the Base Bid price:

The contractor will be responsible for completing asbestos abatement in accordance with the provided asbestos abatement plan and the State of Rhode Island Department of Health regulations.

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Rev. 1/2/14 SUMMARY – Attachment C June 2023 01 1030 - 1

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 resubmittal.
 - 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 subschedules 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.

- 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. There are no allowances for this project

B. Testing Allowance

1. All testing required should be included in the main bid.

C. Unit Prices

1. There are no unit pricing associated with this project

D. Alternates

1. There are no alternates associated with this project.

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.

E. 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

Rev. 1/2/14 PRICE AND PAYMENT PROCEDURES - Attachment A June 2023 01 2010 - 1 MBE Compliance Office Attachment B – 01 2020 1 Capitol Hill, 2nd Floor Providence, RI 02908 401-574-8670, 401-574-8387 (fax)

Sworn before me this $___$ day of $___$, 2012.

Notary Certificate:

Notary Signature

www.mbe.ri.gov (website)

Please note that th	ese figures wi	ill be verified	d with the MBI	Es identified. If	f there are ou	tstanding issu	es, such as reta	ainage or a dis	e the following table. pute, please indicate and tractors and suppliers are
Contractor/Vendor Name: Project Name & Location: Original Prime Contract Amount: \$				Current Prime Contract Amount:					
MBE/WBE Subcontractor	Original Contract Amount	Change Orders	Revised Contract Value	% Completed To Date	Amount Paid To Date	Amount Due	Retainage %	Retainage Amount	Explanation
I declare, under pe	nalty of perju	ry, that the i	nformation pro	vided in this ve	rification for	m and suppor	ting documents	s is true and co	orrect.
Sig	nature		-		Date				
Prii	nted Name		_						

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

Rev. 1/2/14 PRICE AND PAYMENT PROCEDURES - Attachment C June 2023 01 2030 - 1

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.

Rev. 1/2/2014

- 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.

Rev. 1/2/2014

- 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 Section.

- C. Notify the Design Agent four days in advance of the meeting date.
- D. 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.
- E. 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

Rev. 1/2/2014

01 3010 ADMINISTRATIVE REQUIREMENTS - Attachment A

A. Pre-installation Meetings

1. Pre-installation meetings will not be required for this project.

END OF ATTACHMENT

Rev. 1/2/14 June 2023 01 3010 - 1

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.
- D. No additional Changes

END OF ATTACHMENT

Rev. 1/2/14 ADMINISTRATIVE REQUIREMENTS - Attachment B
June 2023 01 3020 - 1

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.
 - 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.

1.11 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.

1.12 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.

1.13 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.

1.14 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

- 1. Completed Application for the Demolition Permits issued by the Rhode Island Building Code Commission for each of the structures.
- 2. Demolition permits issued by the Rhode Island Building Code Commission for each of the structures.
- 3. Confirmation of acceptable analytical results for clean fill brought onto the site in accordance with Section 31 2000.

B. Other

1. None

END OF ATTACHMENT

Rev. 1/2/14 SUBMITTAL PROCEDURES - Attachment A June 2023 01 3310 - 1

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.
- E. No additional modifications

END OF ATTACHMENT

Rev. 1/2/14 SUBMITTAL PROCEDURES - Attachment B June 2023 01 3320 - 1

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.

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.

Rev. 1/2/14

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

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.

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
 - 1. All imported soil must be sampled prior to being brought to the site. Soils must be sampled for parameters listed in Section 1.9,2(C)(2) Table 1 of the Rhode Island Department of Environmental Management Rules and Regulations for the Investigation and Remediation of Hazardous Materials Releases.
- B. Additional Owner-Authorized Testing Requirements List
 - 1. None
- C. Other
 - 1. None

END OF ATTACHMENT

Rev. 1/2/14 June 2023

01 4020 QUALITY 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. Delete header 1.01 G. Delete paragraph 1.09. No mock-ups required.
- C. No additional changes.

END OF ATTACHMENT

Rev. 1/2/14 June 2023

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.

- 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/sq m).
- 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.

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.

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.

- 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.

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.

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.

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.

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. The following temporary services are not required unless needed to complete the project
 - 1. Temporary electricity.
 - 2. Temporary lighting for construction purposes.
 - 3. Temporary heating.
 - 4. Temporary cooling.
 - 5. Temporary ventilation.
 - 6. Telephone service.
 - 7. Facsimile service.
 - 8. Temporary water service.
 - 9. Temporary sanitary facilities.

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. Delete all lines 1.01 A.1thru 8 and B.1 thru 6. Delete paragraph 1.01 C.
- C. Delete 1.02 B, C, D and E. Delete 1.03 A and B. Power distribution work not required.
- D. Delete subparagraphs 1.10 C and D. No field offices temporary utilities anticipated on small projects.
- E. Delete paragraph 1.11 Hoisting.
- F. Delete subparagraphs 1.12 H and I.
- G. Delete paragraphs 1.14, 1.15, 1.16, 1.17, 1.20, 1.21, 1.22, 1.24, 1.26 and subparagraph 1.27 B, assuming that most small projects do not involve enclosure requirements or exterior/ sitework changes.
- H. No additional changes.

END OF ATTACHMENT

Rev. 1/2/14 TEMPORARY FACILITIES AND CONTROLS - Attachment B June 2023

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.

- 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.

- 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. No variations in this section for this Project.

END OF ATTACHMENT

Rev. 1/2/14 PRODUCT REQUIREMENTS - Attachment A June 2023 01 6010 - 1

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

Rev. 1/2/14 PRODUCT REQUIREMENTS - Attachment B June 2023 01 6020 - 1

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.

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.

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.

- 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.

- 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.

- 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.

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

Rev. 1/2/14 June 2023

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.
- B. No other requirements

END OF ATTACHMENT

Rev. 1/2/14 June 2023

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. Delete heading 1.01C, Field Engineering and entire subsection 1.04 FIELD ENGINEERING.
- C. No other deletions.

END OF ATTACHMENT

Rev. 1/2/14 EXECUTION REQUIREMENTS - Attachment B

Issue Date 01 7020 - 1

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.
 - Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - 4. Incinerator Disposal: Include the following information:
 - Identification of material.
 - b. Amount, in tons or cubic yards, of trash/waste material from the project delivered to incinerators.
 - State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
 - 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.
 - 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.

- B. See Section 01 3000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- 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. Asbestos abatement Plan – An asbestos abatement plan for 3071 Kingstown Road has been included as Attachment B. Asbestos abatement must be completed in accordance with the plan unless approval granted by the University of Rhode Island and the Rhode Island Department of Health.

END OF ATTACHMENT

Rev. 1/2/14 WASTE MANAGEMENT - Attachment A June 2023 01 7330 - 1

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. Change heading at 3.02 to be "WASTE MANAGEMENT PROCEDURES. Delete paragraphs 3.02 A, B and D. No Waste Management Plan will be required.
- C. Delete lines 1.04 C.4c, .4d, .5c, .5d and .6c. Required back-up is reduced.
- D. No additional modifications

END OF ATTACHMENT

Rev. 1/2/14 June 2023 01 7331 - 1

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.

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.

- 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 reordering 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.

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.

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.

- 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

GM2 Associates, Inc.

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. No variations in this section for this Project.

END OF ATTACHMENT

CLOSEOUT REQUIREMENTS - Attachment A Rev. 1/2/14 June 2023

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 A. Additional certification is not required.
- C. Delete lines 1.02 C.1 and 3. Only the final release of liens remains as a requirement from this paragraph.
- D. Delete paragraph 1.03. General knowledge of construction is sufficient.
- E. Delete subparagraph 1.05 E. No preliminary submittal is required.
- F. 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

Rev. 1/2/14 June 2023

SECTION 02 0817

TEMPORARY CHAIN LINK FENCE

Part 1 – GENERAL

1.1 SUMMARY

A. The work covered by this specification shall consist of furnishing, erecting, moving and removing temporary chain link fencing and metal gates of the size and type shown on the plans and where directed by the Engineer.

1.2 FENCE TYPES

- A. The type of temporary fence to be used shall be one of the following:
 - a. Galvanized steel chain link fencing on weighted bases
 - b. Galvanized steel chain link fencing on driven T-posts

PART 2 – PRODUCT

2.1 MATERIAL

- A. Fabric shall be galvanized steel, 6'-0" high (minimum), #12.5 minimum gauge wire woven in a 2" mesh.
- B. Posts for weighted bases shall be 2 3/8" outer diameter (O.D.) schedule 40. Post height shall be 7'-0" above grade.
- C. Posts for driven T-posts shall be studded type with anchor plate. Driven height shall be 7'-0" above grade.
- D. Top rail shall be galvanized steel, 1 %" O.D. schedule 40.
- E. Tension wire shall be #9 gauge wire.

PART 3 – EXECUTION

3.1 PREPARATION

A. The Owners Representative shall give final approval of temporary fencing materials and arrangements. The contractor will work with the Owners Representative to develop the location, timing and construction of all temporary fencing.

3.2 INSTALLATION

A. The overall height of the temporary fence shall be a minimum of 6'-0".

- B. Posts shall be located at a maximum dimension of 10'-0".
- C. Top rail will not be required but are acceptable if built in as part of fencing panel.
- D. Bottom support shall be provided for the temporary fence fabric by use of either a pipe rail or tension wire.
- E. Fence fabric of the size and type specified shall be firmly attached to the posts and braces as follows: Attachment to line posts shall be 14" maximum spacing using #9 gauge tie wires.
- F. All fence fabric shall be stretched taut and installed to the required elevations.
- G. Fence shall generally follow the contour of the ground, with the bottom of fence fabric not more than 3 inch from the ground surface.
- H. The Contractor shall have the option of using weighted base line posts or driven T-posts.
- I. Temporary gates shall be provided for entry and access as necessary. The gates shall be a minimum 6'-0" tall and constructed of the same material as the temporary fencing using galvanized pipe and #12.5 (minimum) gauge wire on a 2" mesh fabric.

END OF SECTION

SECTION 02 2623

ASBESTOS LABORATORY ANALYSIS REPORT

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes results obtained from laboratory analysis of samples taken for asbestos testing.
- B. Review the lab reports contained within this Section, and any additional, applicable, environmental surveys completed at the project site that may affect project work.

1.2 RELATED SECTIONS

- A. Section 01 3543 Environmental Procedures
- B. Section 02 8233 Removal and Disposal of Non-Friable ACM

1.3 LABORATORY TESTING FOR ASBESTOS

- A. The information contained within this Section regarding asbestos sampling reflects the condition at the test core and sampling location. This data is based on random, limited test cores made into the roofing system. Conditions at the test core locations may not be representative of the entire roof area. The Contractor is cautioned that the use of the following data is solely at their own risk.
- B. Refer to the attached laboratory report provided by Environmental Consulting and Management The report indicates that asbestos-containing building materials (ACMs) were found in the sampled roofing components and pipe insulation.
- C. Refer to Section 01 3543 [and Section 02 8233] for removal, handling, and disposal requirements of non-friable ACMs.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION



December 16, 2019

University of Rhode Island Attn: Ms. Abigail Bernier 177 Plains Road Kingston, RI 02881

Re: Fernwood Building - HAZMAT Demolition Inspection Report

Ms. Bernier:

Enclosed are the analytical results for the suspect asbestos bulk, lead paint chip, and polychlorinated biphenyls (PCBs) samples collected by Environmental Consulting and Management (ECM) from the Fernwood Building located at 3071 Kingstown Road, University of Rhode Island, Kingston Campus. Sampling was conducted of suspect hazardous materials that would be impacted during the upcoming demolition of the building.

Asbestos Report:

The suspect materials were analyzed for asbestos content utilizing Polarized Light Microscopy (PLM) in accordance with Environmental Protection Agency (EPA) method 600/R-93/116. In addition to collection, location and quantity of suspect materials have also been denoted within this report. Please refer to **Attachment 1** for the analytical results and **Attachment 2** for building drawing(s). Below is a chart of the samples collected.

Fernwood Building - Asbestos Bulk Sample Results ID# 19062563

	i cillitoca ballanig	ACCOUNT DAIN CONTROL MODERN		
Sample #	Material	Location	Asbestos %	Quantity
01A-C	Damp Proofing	Basement	None Detected	
02A-C	Joint Compound	Throughout	None Detected	_
03A-C	Sheetrock	Throughout	None Detected	
04A	Flue Packing		None Detected	
05A	Fire Stop	Dog a way to	None Detected	
06A	Stair Tread	Basement	None Detected	_
07A	Stair Tread Adhesive		None Detected	
08A	Ceramic Tile Bedding	ASI I Ond El D-II	None Detected	_
09A	Ceramic Tile Grout	1 st and 2 nd Floor Bathroom	None Detected	_
010A-B	2x4 Ceiling Tile	Hallway	None Detected	_

181 Amaral Street Riverside, RI 02915

Fernwood Building - Asbestos Bulk Sample Results ID# 19062563 Continued

Sample #	Material	Location	Asbestos %	Quantity
011A	Fiberboard Ceiling Panel	Throughout	None Detected	_
012A	Linoleum	1 st Floor Room 3 under carpet	None Detected	_
013A	Backing to 012A	r Floor Room 3 under carpet	None Detected	_
014A	White Linoleum	1 st Floor Room 5 under carpet	None Detected	_
015A	Backing to 014A	i Floor Room 5 under carpet	None Detected	_
016A	Beige Linoleum	3 rd Floor Closets	None Detected	_
017A	Backing to 016A	3 Floor Closets	None Detected	-
018A-C	Window Glazing	Exterior	None Detected	_
019A-C	Asphalt Shingles	Exterior	None Detected	
019A	Tar on Asphalt Shingle	Exterior North Side Roof Edges	5% Chrysotile	~150 sf
020A-C	Tar Paper	Exterior – Under Asphalt Shingles	None Detected	-
021A-B	Lexonite	Exterior – Edges and Penetrations	None Detected	_
022A	Grey Vent Caulk	Exterior – Vent Pipes	None Detected	_
023A-B	Tar Paper	Exterior – Under Siding	None Detected	_
_	Air-Cell Pipe Insulation	Basement	Positive	~1 If observed; ~250 If assumed

Asbestos Conclusion:

The tar on the back portion of the roof was found to be positive for asbestos content. Asbestos containing pipe insulation was observed within the basement. This material is assumed to be enclosed behind walls within the building.

Since greater than 25 square feet/10 linear feet of asbestos containing/contaminated materials are to be impacted, an asbestos abatement plan will need to be created and submitted to the Rhode Island Department of Health (RIDOH). Removal will need to be conducted by a Rhode Island licensed asbestos abatement contractor.

After the abatement plan is submitted to the RIDOH, the approval process takes approximately 2 to 3 weeks. Once the abatement plan is approved, a letter will be sent out to the building owner with an identification number designated to the project. The approval number is then utilized by the abatement contractor to submit the 10-day notification to the RIDOH, where activities cannot begin until 10 calendar days after the notification is submitted.

All other sampled materials were found to be none detected for asbestos content. Any suspect materials not identified within this report should be sampled prior to being impacted.

www.ecmne.com

181 Amaral Street Riverside, RI 02915 O: 401.438.1360

F: 401.438.1316

Lead Report:

Lead paint chip samples were collected from the Fernwood Building to establish the lead concentration. The samples were analyzed utilizing Environmental Protection Agency (EPA) test method SW846/3050B/7000B. The results can be found in the following chart. Please refer to **Attachment 3** for the laboratory results.

Fernwood Building – Lead Paint Chip Sample Results #19062796

Sample ID	Material	Location	Lead Results (ppm)	Lead Results (%)
Α	Grey Column	Basement	54,470	5.447
В	Grey Beam	Dasement	428.7	0.043
С	White Pipe	2 nd Floor Bathroom	20,000	2.000
D	White Window Frame	Interior – 2 nd Floor	594.7	0.060
E	White Door Frame	Interior – 2 ^m Ploor	89	0.009
F	Beige Wall	3 rd Floor	4,779	0.478
G	White Siding	Exterior	96,400	9.640
Н	Grey Siding	EXIGNO	375.4	0.038

Lead Conclusion:

Even though the Fernwood Building is not a regulated facility, samples below 90 ppm are considered lead free and samples between 90 to <5,000 ppm are considered lead safe. Samples with results above 5,000 ppm are considered conditionally lead safe if the paint is intact, and a lead hazard if the paint is damaged. These ranges are in accordance with the Rhode Island Environmental Lead Standards.

ECM recommends utilizing Occupational Safety and Health Administration (OSHA) standards when impacting the lead based paint. OSHA's lead in construction standard applies to all construction, modification, or repair where workers may be exposed to lead. OSHA's Lead Standard for the Construction Industry, Title 29 Code of Federal Regulations 1926.62, establishes maximum limits of exposure to lead for all workers. The permissible exposure limit (PEL) sets the maximum worker exposure to lead at 50 micrograms per cubic meter (μ g/m³) of air averaged over an eight-hour period. The action level (AL), regardless of respirator use, is an airborne concentration of 30 μ g/m³ averaged over an eight-hour period. The AL is the level at which an employer must begin specific compliance activities.

Until an exposure assessment is performed, and documentation showing that workers are not exposed above the PEL, OSHA requires that personal protective equipment (PPE) must be utilized.

PCB Report:

Samples were also collected and analyzed for PCBs from the Fernwood Building. The chart on the following page represents the PCB samples collected, as well as the general location and description. Analytical results for the PCBs samples can be found in **Attachment 4**.

181 Amaral Street Riverside, RI 02915

Fernwood Building - PCB Sample Results WO# 9L09001

	1 Climoda Banaing 1 of Campie Rosania 110 il 120000.						
Sample ID	Description	Location	Compound	Result (mg/kg)			
1	Window Glazing	Exterior – West Window		None Detected			
2	Window Glazing	Exterior – West Window		None Detected			
3	WIndow Glazing	Exterior – North Window	_	None Detected			
4	Window Glazing	Exterlor – East Window		None Detected			
5	Window Glazing	Exterior – North Window		None Detected			

PCB Conclusion:

All samples were found to be none detected for PCB waste in accordance with 40 CFR 761.3.

In general, when dealing with PCB waste, site preparation and controls should established and implemented within a work plan prior to removal activities. Removal activities will need to be conducted under a performance-based disposal plan in accordance with 40 CFR 761.62(a). Performance based PCB removal may not require EPA notification.

Limitations:

As the building was occupied, Environmental Consulting and Management cannot be held responsible for the identification of materials that are hidden, concealed or otherwise inaccessible.

This report was prepared under the request of University of Rhode Island. This report should not be represented, reproduced, or disseminated without the written approval of Environmental Consulting and Management or University of Rhode Island. No warranties other than those expressed in the contract for this project are expressed or implied.

A hard copy of this report can be provided for your records via mail upon request. If you have any further questions feel free to contact myself at 401-301-8494.

Sincerely,

Environmental Consulting & Management

Charles E. Prescott III

Project Manager

RI Asbestos Insp. Lic. #AI00642

181 Amaral Street Riverside, RI 02915



Attachment 1 Asbestos Bulk Sample Results

181 Amaral Street Riverside, RI 02915



The Identification Specialists

Analysis Report prepared for Environmental Consulting & Management Inc

Report Date: 12/13/2019

Project Name: URI Fernwood Building

Project #: 190874

SanAir ID#: 19062563

TESTING ®

NVLAP LAB CODE 200870-0

1551 Oakbridge Dr. Suite B | Powhatan, Virginia 23139-8061 888.895.1177 | 804.897.1177 | fax: 804.897.0070 | IAQ@SanAir.com | SanAir.com



Name: Environmental Consulting & Management Inc

Address: 50 Kickemuit Ave

Bristol, RI 02809

Phone: 401-438-1360

Project Number: 190874

P.O. Number:

Project Name: URI Fernwood Building

Collected Date: 12/4/2019

Received Date: 12/9/2019 9:05:00 AM

Dear Chad Prescott,

We at SanAir would like to thank you for the work you recently submitted. The 38 sample(s) were received on Monday, December 09, 2019 via FedEx. The final report(s) is enclosed for the following sample(s): 01A, 01B, 01C, 02A, 02B, 02C, 03A, 03B, 03C, 04A, 05A, 06A, 07A, 08A, 09A, 010A, 010B, 011A, 012A, 013A, 014A, 015A, 016A, 017A, 018A, 018B, 018C, 019A, 019B, 019C, 020A, 020B, 020C, 021A, 021B, 022A, 023A, 023B.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

Sandra Sobrino

Asbestos & Materials Laboratory Manager SanAir Technologies Laboratory

Sandra Sobiino.

Final Report Includes:

- Cover Letter

- Analysis Pages

- Disclaimers and Additional Information

Sample conditions:

- 38 samples in Good condition.



Name: Environmental Consulting & Management Inc

Address: 50 Kickemuit Ave

Bristol, RI 02809 Phone: 401-438-1360

Project Number: 190874

P.O. Number:

Project Name: URI Fernwood Building

Collected Date: 12/4/2019

Received Date: 12/9/2019 9:05:00 AM

Analyst: Li, Elizabeth

Asbestos Bulk PLM EPA 600/R-93/116

	Stereoscopic	Com	ponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
01A / 19062563-001 Damp Proofing	Black Non-Fibrous Heterogeneous		100% Other	None Detected
01B / 19062563-002 Damp Proofing	Black Non-Fibrous Heterogeneous		100% Other	None Detected
01C / 19062563-003 Damp Proofing	Black Non-Fibrous Heterogeneous		100% Other	None Detected
02A / 19062563-004 Joint Compound	White Non-Fibrous Homogeneous		100% Other	None Detected
02B / 19062563-005 Joint Compound	White Non-Fibrous Homogeneous		100% Other	None Detected
02C / 19062563-006 Joint Compound	White Non-Fibrous Homogeneous		100% Other	None Detected
03A / 19062563-007 Sheetrock	White Non-Fibrous Homogeneous		100% Other	None Detected
03B / 19062563-008 Sheetrock	White Non-Fibrous Homogeneous	5% Cellulose	95% Other	None Detected
03C / 19062563-009 Sheetrock	White Non-Fibrous Homogeneous	5% Cellulose	95% Other	None Detected
04A / 19062563-010 Flue Packing	Brown Non-Fibrous Homogeneous		100% Other	None Detected

Analyst: Elizaulth L.

Approved Signatory:

Analysis Date:

12/13/2019

Date:



Name: Environmental Consulting & Management Inc

Address: 50 Kickemuit Ave

Bristol, RI 02809 **Phone:** 401-438-1360 **Project Number:** 190874

P.O. Number:

Project Name: URI Fernwood Building

Collected Date: 12/4/2019

Received Date: 12/9/2019 9:05:00 AM

Analyst: Li, Elizabeth

Asbestos Bulk PLM EPA 600/R-93/116

	Stereoscopic	Comp	onents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
05A / 19062563-011 Fire Stop	Red Non-Fibrous Homogeneous	5% Glass	95% Other	None Detected
06A / 19062563-012 Stair Tread	Grey Non-Fibrous Homogeneous		100% Other	None Detected
07A / 19062563-013 Stair Tread Adhesive	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
08A / 19062563-014 Bedding	Grey Non-Fibrous Homogeneous		100% Other	None Detected
09A / 19062563-015 Grout	Tan Non-Fibrous Heterogeneous		100% Other	None Detected
010A / 19062563-016 2X4 Ceiling Tile	White Fibrous Homogeneous	35% Cellulose 35% Glass	30% Other	None Detected
010B / 19062563-017 2X4 Ceiling Tile	White Fibrous Homogeneous	35% Cellulose 35% Glass	30% Other	None Detected
011A / 19062563-018 Fiberboard Panel	Brown Fibrous Homogeneous	99% Cellulose	1% Other	None Detected
012A / 19062563-019 Linoleum	Beige Non-Fibrous Heterogeneous		100% Other	None Detected
013A / 19062563-020 Backing To 012A	White Fibrous Homogeneous	50% Cellulose 10% Synthetic	40% Other	None Detected

Analyst:

Elizauth Li

Approved Signatory:

Date:

12/13/2019

Analysis Date: 1



Name: Environmental Consulting & Management Inc

Address: 50 Kickemuit Ave

Bristol, RI 02809

Phone: 401-438-1360

Project Number: 190874

P.O. Number:

Project Name: URI Fernwood Building

Collected Date: 12/4/2019

Received Date: 12/9/2019 9:05:00 AM

Analyst: Li, Elizabeth

Asbestos Bulk PLM EPA 600/R-93/116

	Stereoscopic	Components			
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers	
014A / 19062563-021 Linoleum	White Non-Fibrous Heterogeneous		100% Other	None Detected	
015A / 19062563-022 Backing To 014A	White Fibrous Homogeneous	50% Cellulose 10% Synthetic	40% Other	None Detected	
016A / 19062563-023 Linoleum	Beige Non-Fibrous Homogeneous	15% Cellulose	85% Other	None Detected	
017A / 19062563-024 Backing To 016A	Black Fibrous Homogeneous	65% Cellulose	35% Other	None Detected	
018A / 19062563-025 Window Glazing	Tan Non-Fibrous Homogeneous		100% Other	None Detected	
018B / 19062563-026 Window Glazing	Tan Non-Fibrous Homogeneous		100% Other	None Detected	
018C / 19062563-027 Window Glazing	Tan Non-Fibrous Homogeneous		100% Other	None Detected	
019A / 19062563-028 Asphalt Shingles, Shingle	Grey Non-Fibrous Heterogeneous	30% Cellulose	70% Other	None Detected	
019A / 19062563-028 Asphalt Shingles, Tar	Black Non-Fibrous Homogeneous		95% Other	5% Chrysotile	
019B / 19062563-029 Asphalt Shingles	Grey Non-Fibrous Heterogeneous	30% Cellulose	70% Other	None Detected	

Analyst: Elizauth L

Approved Signatory:

Date:

12/13/2019

Analysis Date:



Name: Environmental Consulting & Management Inc

Address: 50 Kickemuit Ave

Bristol, RI 02809

Phone: 401-438-1360

Project Number: 190874

P.O. Number:

Project Name: URI Fernwood Building

Collected Date: 12/4/2019

Received Date: 12/9/2019 9:05:00 AM

Analyst: Li, Elizabeth

Asbestos Bulk PLM EPA 600/R-93/116

	Stereoscopic	Components		
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
019C / 19062563-030 Asphalt Shingles	Green Non-Fibrous Heterogeneous	15% Glass	85% Other	None Detected
020A / 19062563-031 Tar Paper	Black Non-Fibrous Heterogeneous	25% Glass	75% Other	None Detected
020B / 19062563-032 Tar Paper	Black Fibrous Homogeneous	65% Cellulose	35% Other	None Detected
020C / 19062563-033 Tar Paper	Black Fibrous Homogeneous	65% Cellulose	35% Other	None Detected
021A / 19062563-034 Lexonite	Black Non-Fibrous Homogeneous	10% Cellulose	90% Other	None Detected
021B / 19062563-035 Lexonite	Black Non-Fibrous Homogeneous	10% Cellulose	90% Other	None Detected
022A / 19062563-036 Vent Caulking	Grey Non-Fibrous Homogeneous		100% Other	None Detected
023A / 19062563-037 Siding Tar Paper	Brown Fibrous Homogeneous	95% Cellulose	5% Other	None Detected
023B / 19062563-038 Siding Tar Paper	Brown Fibrous Homogeneous	95% Cellulose	5% Other	None Detected

Analyst: Elizaulth Li

Approved Signatory:

Date: 12/13/2019

Analysis Date:

Disclaimer

The final report cannot be reproduced, except in full, without written authorization from SanAir. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample and information provided by the client. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Samples are held for a period of 60 days.

For NY state samples, method EPA 600/M4-82-020 is performed.

Polarized- light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

Asbestos Certifications

NVLAP lab code 200870 City of Philadelphia: ALL-460

PA Department of Environmental Protection Number: 68-05397

California License Number: 2915 Colorado License Number: AL-23143 Connecticut License Number: PH-0105 Massachusetts License Number: AA000222

Maine License Number: LB-0075 New York ELAP lab ID: 11983

Rhode Island License Number: AAL-126

Texas Department of State Health Services License Number: 300440

Commonwealth of Virginia 3333000323 Washington State License Number: C989 West Virginia License Number: LT000566

Vermont License: AL166318

Revision Date: 11/30/2017



Attachment 2 Building Drawing(s)

Fernwood Building 3071 Kingstown Road, Kingston, RI





Attachment 3 Lead Paint Chip Sample Results

181 Amaral Street Riverside, RI 02915



The Identification Specialists

Analysis Report prepared for Environmental Consulting & Management Inc

Report Date: 12/17/2019

Project Name: URI Fernwood Building

Project #: 190874

SanAir ID#: 19062796



1551 Oakbridge Dr. Suite B | Powhatan, Virginia 23139-8061 888.895.1177 | 804.897.1177 | fax: 804.897.0070 | IAQ@SanAir.com | SanAir.com



SanAir ID Number 19062796 FINAL REPORT 12/17/2019 9:04:19 AM

Name: Environmental Consulting & Management Inc

Address: 50 Kickemuit Ave

Bristol, RI 02809

Phone: 401-438-1360

Project Number: 190874

P.O. Number:

Project Name: URI Fernwood Building

Collected Date: 12/5/2019

Received Date: 12/10/2019 9:50:00 AM

Dear Chad Prescott,

We at SanAir would like to thank you for the work you recently submitted. The 8 sample(s) were received on Tuesday, December 10, 2019 via FedEx. The final report(s) is enclosed for the following sample(s): A, B, C, D, E, F, G, H.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

Abisablas-li

Abisola Kasali Metals Laboratory Director SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter

- Analysis on Test Family AA

- Disclaimers and Additional Information

Sample conditions:

- 8 samples in Good condition.



SanAir ID Number 19062796 FINAL REPORT 12/17/2019 9:04:19 AM

Name: Environmental Consulting & Management Inc

Address: 50 Kickemuit Ave

Bristol, RI 02809

Phone: 401-438-1360

Project Number: 190874

P.O. Number:

Project Name: URI Fernwood Building

Collected Date: 12/5/2019

Received Date: 12/10/2019 9:50:00 AM

Analyst: Baird, Marti

Test Method: SW846/M3050B/7000B

Lead Paint Analysis

PAINT		μg Pb	Sample Size	Calculated	Sample	Sample
Sample	Description	In Sample	(grams)	RL	Results	Results
19062796 - 1	A	6307	0.1158	86.4	54470	5.447 %
	Grey Column/Basement				μg/g (ppm)	By Weight
19062796 - 2	В	40	0.0935	107	428.7	0.043 %
	Grey Beam/Basement				μg/g (ppm)	By Weight
19062796 - 3	·c Park the little of the control of	2362	0.11B1	84.7	20000	2.000 %
	White Pipe/2nd Floor Bathroom				μg/g (ppm)	By Weight
19062796 - 4	D	68	0.1138	87.9	594.7	0,060 %
	White Window Frame/2nd Floor				μg/g (ppm)	By Weight
19062796 - 5		10	0.1174	85.2	89	0,009 %
	White Door Frame/3rd Floor				μg/g (ppm)	By Weight
19062796 - 6	F	600	0.1255	79.7	4779	0.47B %
	Beige Wall/3rd Floor				μg/g (ppm)	By Weight
19062796 - 7	(G . 1774)	995B	0.1033	96.8	96400	9.640 %
	White Siding/Exterior				µg/g (ppm)	By Weight
19062796 - 8	Н	38	0.102	98	375.4	0.038 %
	Grey Siding/Exterior				μg/g (ppm)	By Weight

Method Reporting Limit <10 μg/0.1 g paint

Sample G matrix spike & dup failed. Sample H contained substrate.

Signature:

Mara Hisail

Date:

12/10/2019

Reviewed:

Date:

12/10/2019



SanAir ID Number 19062796 FINAL REPORT 12/17/2019 9:04:19 AM

Name: Environmental Consulting & Management Inc

Address: 50 Kickemuit Ave

Bristol, RI 02809

Phone: 401-438-1360

Project Number: 190874

P.O. Number:

Project Name: URI Fernwood Building

Collected Date: 12/5/2019

Received Date: 12/10/2019 9:50:00 AM

Disclaimer

SanAir Technologies Laboratory, Inc. participates in the Environmental Lead Accreditation Program (ELAP) administered by AIHA-LAP, LLC (Lab ID162952). Refer to our accreditation certificate or www.aihaaccreditedlabs.org for an up to date list of the Fields of Testing for which we are accredited. SanAir also participates in the State of New York's DOH-ELAP (Lab Id 11983), and has met the EPA's NLLAP program standards.

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Lead Exposure Limits

Paint

0.5% by weigh HUD definition of lead based paint 1.0 mg/cm² 5000 ppm



Attachment 4 PCBs Results



REPORT OF ANALYTICAL RESULTS

NETLAB Work Order Number: 9L09001 Client Project: 190874 - Fernwood Building

Report Date: 13-December-2019

Prepared for:

Jason Sweet
Environmental Consulting & Management
81 Amaral Street
Riverside, RI 02915

Richard Warila, Laboratory Director New England Testing Laboratory, Inc. 59 Greenhill Street West Warwick, RI 02893 rich.warila@newenglandtesting.com NETLAB Case Number: 9L09001

Samples Submitted:

The samples listed below were submitted to New England Testing Laboratory on 12/09/19. The group of samples appearing in this report was assigned an internal identification number (case number) for laboratory information management purposes. The client's designations for the individual samples, along with our case numbers, are used to identify the samples in this report. This report of analytical results pertains only to the sample(s) provided to us by the client which are indicated on the custody record. The case number for this sample submission is 9L09001. Custody records are included in this report.

Lab ID	Sample	Matrix	Date Sampled	Date Received
9L09001-01	#1 Window Glazing	Solid (Misc)	12/04/2019	12/09/2019
9L09001-02	#2 Window Glazing	Solid (Misc)	12/04/2019	12/09/2019
9L09001-03	#3 Window Glazing	Solid (Misc)	12/04/2019	12/09/2019
9L09001-04	#4 Window Glazing	Solid (Misc)	12/04/2019	12/09/2019
9L09001-05	#5 Window Glazing	Solid (Misc)	12/04/2019	12/09/2019

Request for Analysis

At the client's request, the analyses presented in the following table were performed on the samples submitted.

#1 Window Glazing (Lab Number: 9L09001-01)

AnalysisMethodPCBsEPA 8082A

#2 Window Glazing (Lab Number: 9L09001-02)

AnalysisMethodPCBsEPA 8082A

#3 Window Glazing (Lab Number: 9L09001-03)

Analysis Method
PCBs EPA 8082A

#4 Window Glazing (Lab Number: 9L09001-04)

Analysis Method
PCBs EPA 8082A

#5 Window Glazing (Lab Number: 9L09001-05)

Analysis Method
PCBs EPA 8082A

Method References

Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, SW846, USEPA

NETLAB Case Number: 9L09001

Case Narrative

Sample Receipt:

The samples associated with this work order were received in appropriately cooled and preserved containers. The chain of custody was adequately completed and corresponded to the samples submitted.

Exceptions: None

Analysis:

All samples were prepared and analyzed within method specified holding times and according to NETLAB's documented standard operating procedures. The results for the associated calibration, method blank and laboratory control sample (LCS) were within method specified quality control requirements and allowances. Samples were extracted via EPA 3540C - Soxhlet.

Exceptions: None

Sample: #1 Window Glazing

Lab Number: 9L09001-01 (Non-soil solid, as received basis)

Reporting								
Result	Qual	Limit	Units	Date Prepared	Date Analyzed			
ND		190	ug/kg	12/10/19	12/13/19			
ND		190	ug/kg	12/10/19	12/13/19			
ND		190	ug/kg	12/10/19	12/13/19			
ND		190	ug/kg	12/10/19	12/13/19			
ND		190	ug/kg	12/10/19	12/13/19			
ND		190	ug/kg	12/10/19	12/13/19			
ND		190	ug/kg	12/10/19	12/13/19			
ND		190	ug/kg	12/10/19	12/13/19			
ND		190	ug/kg	12/10/19	12/13/19			
ND		190	ug/kg	12/10/19	12/13/19			
Recovery%		Limi	ts					
34.4%		30-10	00	12/10/19	12/13/19			
49.6%		30-10	05	12/10/19	12/13/19			
	ND N	ND N	Result Qual Limit ND 190 Recovery% Limit	Result Qual Limit Units ND 190 ug/kg ND 190 ug/kg Recovery% Limits	Result Qual Limit Units Date Prepared ND 190 ug/kg 12/10/19 Recovery% Limits			

Sample: #2 Window Glazing

Lab Number: 9L09001-02 (Non-soil solid, as received basis)

Reporting								
Analyte	Result	Qual	Limit	Units	Date Prepared	Date Analyzed		
Aroclor-1016	ND		194	ug/kg	12/10/19	12/13/19		
Aroclor-1221	ND		194	ug/kg	12/10/19	12/13/19		
Aroclor-1232	ND		194	ug/kg	12/10/19	12/13/19		
Aroclor-1242	ND		194	ug/kg	12/10/19	12/13/19		
Aroclor-1248	ND		194	ug/kg	12/10/19	12/13/19		
Aroclor-1254	ND		194	ug/kg	12/10/19	12/13/19		
Aroclor-1260	ND		194	ug/kg	12/10/19	12/13/19		
Aroclor-1262	ND		194	ug/kg	12/10/19	12/13/19		
Aroclor-1268	ND		194	ug/kg	12/10/19	12/13/19		
PCBs (Total)	ND		194	ug/kg	12/10/19	12/13/19		
Surrogate(s)	Recovery%		Limi	ts				
2,4,5,6-Tetrachloro-m-xylene (TCMX)	34.0%		30-1	00	12/10/19	12/13/19		
Decachlorobiphenyl (DCBP)	38,3%		30-1	05	12/10/19	12/13/19		

Sample: #3 Window Glazing

Lab Number: 9L09001-03 (Non-soil solid, as received basis)

Reporting								
Analyte	Result	Qual	Limit	Units	Date Prepared	Date Analyzed		
Aroclor-1016	ND		194	ug/kg	12/10/19	12/13/19		
Aroclor-1221	ND		194	ug/kg	12/10/19	12/13/19		
Aroclor-1232	ND		194	ug/kg	12/10/19	12/13/19		
Aroclor-1242	ND		194	ug/kg	12/10/19	12/13/19		
Aroclor-1248	ND		194	ug/kg	12/10/19	12/13/19		
Aroclor-1254	ND		194	ug/kg	12/10/19	12/13/19		
Aroclor-1260	ND		194	ug/kg	12/10/19	12/13/19		
Aroclor-1262	ND		194	ug/kg	12/10/19	12/13/19		
Aroclor-1268	ND		194	ug/kg	12/10/19	12/13/19		
PCBs (Total)	ND		194	ug/kg	12/10/19	12/13/19		
Surrogate(s)	Recovery%		Limi	ts				
2,4,5,6-Tetrachloro-m-xylene (TCMX)	36.3%		30-1	no	12/10/19	12/13/19		
Decachlorobiphenyl (DCBP)	59.6%		30-10	<i>75</i>	12/10/19	12/13/19		

Sample: #4 Window Glazing

Lab Number: 9L09001-04 (Non-soil solid, as received basis)

Reporting								
Analyte	Result	Qual	Limit	Units	Date Prepared	Date Analyzed		
Aroclor-1016	ND		183	ug/kg	12/10/19	12/13/19		
Aroclor-1221	ND		183	ug/kg	12/10/19	12/13/19		
Aroclor-1232	ND		183	ug/kg	12/10/19	12/13/19		
Aroclor-1242	ND		183	ug/kg	12/10/19	12/13/19		
Aroclor-1248	ND		183	ug/kg	12/10/19	12/13/19		
Aroclor-1254	ND		183	ug/kg	12/10/19	12/13/19		
Aroclor-1260	ND		183	ug/kg	12/10/19	12/13/19		
Aroclor-1262	ND		183	ug/kg	12/10/19	12/13/19		
Aroclor-1268	ND		183	ug/kg	12/10/19	12/13/19		
PCBs (Total)	ND		183	ug/kg	12/10/19	12/13/19		
Surrogate(s)	Recovery%		Lim	its				
2,4,5,6-Tetrachloro-m-xylene (TCMX)	30.5%		30-1	00	12/10/19	12/13/19		
Decachlorobiphenyl (DCBP)	43,0%		30-1	05	12/10/19	12/13/19		

Sample: #5 Window Glazing

Lab Number: 9L09001-05 (Non-soil solid, as received basis)

Reporting								
Analyte	Result	Qual	Limit	Units	Date Prepared	Date Analyzed		
Aroclor-1016	ND		196	ug/kg	12/10/19	12/13/19		
Aroclor-1221	ND		196	ug/kg	12/10/19	12/13/19		
Aroclor-1232	ND		196	ug/kg	12/10/19	12/13/19		
Aroclor-1242	ND		196	ug/kg	12/10/19	12/13/19		
Aroclor-1248	ND		196	ug/kg	12/10/19	12/13/19		
Aroclor-1254	ND		196	ug/kg	12/10/19	12/13/19		
Aroclor-1260	ND		196	ug/kg	12/10/19	12/13/19		
Aroclor-1262	ND		196	ug/kg	12/10/19	12/13/19		
Aroclor-1268	ND		196	ug/kg	12/10/19	12/13/19		
PCBs (Total)	ND		196	ug/kg	12/10/19	12/13/19		
Surrogate(s)	Recovery%		Limi	ts 				
2,4,5,6-Tetrachloro-m-xylene (TCMX)	33,8%		30-10	00	12/10/19	12/13/19		
Decachlorobiphenyl (DCBP)	41.0%		30-10	<i>05</i>	12/10/19	12/13/19		

Quality Control

Polychlorinated Biphenyls (PCBs)

Analyte	Result	Qual	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limlt
Batch: B9L0417 - EPA 3540C										
Blank (B9L0417-BLK1)				Pr	epared: 12/1	.0/19 Analyze	d: 12/13/19	1		
Aroclor-1016	ND		200	ug/kg						
Aroclor-1221	ND		200	ug/kg						
Aroclor-1232	ND		200	ug/kg						
Aroclor-1242	ND		200	ug/kg						
Aroclor-1248	ND		200	ug/kg						
Aroclor-1254	ND		200	ug/kg						
Aroclor-1260	ND		200	ug/kg						
Aroclor-1262	ND		200	ug/kg						
Aroclor-1268	ND		200	ug/kg						
PCBs (Total)	ND		200	ug/kg						
Surrogate: 2,4,5,6-Tetrachloro-m-xylene (TCMX)			35.3	ug/kg	80.0		44.1	30-100		
Surrogate: Decachlorobiphenyl (DCBP)			44.9	ug/kg	80.0		56.2	30-105		
LCS (B9L0417-BS1)				Pr	epared: 12/1	.0/19 Analyze	ed: 12/13/19)		
Aroclor-1016	697		200	ug/kg	1000		69.7	64-112		
Aroclor-1260	738		200	ug/kg	1000		73.8	59.4-124		
Surrogate: 2,4,5,6-Tetrachloro-m-xylene (TCMX)			40,3	ug/kg	80.0		50.4	30-100		
Surrogate: Decachlorobiphenyl (DCBP)			48.2	ug/kg	80.0		60.2	30-105		
LCS Dup (B9L0417-BSD1)				Pr	epared: 12/1	.0/19 Analyze	ed: 12/13/19)		
Aroclor-1016	664		200	ug/kg	1000	•	66.4	64-112	4.87	20
Aroclor-1260	708		200	ug/kg	1000		70.8	59.4-124	4,22	20
Surrogate: 2,4,5,6-Tetrachioro-m-xyiene (TCMX)			37.5	ug/kg	80.0		46.9	30-100		
Surrogate: Decachlorobiphenyl (DC8P)			45.1	ug/kg	80.0		56.4	30-105		

Notes and Definitions

Item	Definition
Wet	Sample results reported on a wet weight basis.
ND	Analyte NOT DETECTED at or above the reporting limit.

SECTION 02 4113

SELECTIVE SITE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

- 1. Demolition of designated site structures, retaining walls, fences, and foundations.
- 2. Demolition and removal of pavements, curbs and gutters, drainage structures, drainage pipe, utilities, site signs, and landscaping.
- 3. Disconnecting and capping or removal of identified utilities.
- 4. Removal of underground tanks and piping.
- 5. Filling voids in subgrade created as a result of removals or demolition.
- 6. Disposal of demolished materials.
- B. Related Documents: The Contract Documents, as defined in Section 01 1000 Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.

C. Related Sections:

- 1. Section 01 5000 Temporary Facilities and Controls: Temporary protection and barriers. Removal and disposal of demolished materials. Coordination of temporary utilities
- 2. Section 01 7320 Waste Management
- 3. Section 31 1000 Site Clearing: Clearing outside periphery of structures.
- 4. Section 31 2000 Earth Moving: Fill material.
- 5. Section 31 2300 Excavation and Fill: Earthwork for structures, utilities, and pavement.

1.2 QUALITY ASSURANCE

A. Regulatory Requirements:

- Acquire a Rhode Island State Building Demolition Permit from the Rhode Island Building Code Commission.
- 2. Conform to applicable local code for demolition of structures, safety of adjacent buildings and structures, dust control and runoff control.
- 3. Obtain required permits and licenses from authorities having jurisdiction. Pay associated fees including disposal charges.
- 4. Notify affected utility companies before starting work and comply with utility company requirements.
- 5. Do not close or obstruct roadways, sidewalks or fire hydrants without permits.
- 6. Barricade and mark hazards as necessary.
- Conform to applicable regulatory procedures when discovering hazardous or contaminated materials. Notify Contracting Officer immediately upon discovery of hazardous or contaminated materials. Do not commence removals, remediation, or abatement without authorization from Contracting Officer.

1.3 PROJECT CONDITIONS

A. Existing Conditions:

1. Structures indicated for demolition will be discontinued in use and vacated prior to start of Work.

- 2. The University of Rhode Island assumes no responsibility for condition of structures to be demolished.
- 3. Unless otherwise indicated in the Contract Documents or specified by the Contracting Officer, remove items of salvageable value to Contractor from project site and structure. Storage or sale of removed items on project site not permitted.
- 4. Burning or fires of any nature not permitted.
- 5. Do not bring explosives on site without written approval of authorities having jurisdiction. Such written approval will not relieve Contractor of total responsibility for injury to persons or for damage to property due to blasting operations. Comply with governing regulations for use of explosives. Notify company of procedures and schedule in advance of explosive use.

PART 2 - PRODUCTS

2.1 FILL MATERIALS

A. Refer to Section 31 2000.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 7300 Execution: Verification of existing conditions before starting work.
- B. Site Verification of Conditions: Verify that field measurements, surfaces, substrates, and conditions are as required, and ready to receive Work.
 - 1. Locate existing utilities, conduit and piping.
 - 2. Verify:
 - a. Access to each facility.
 - Services have been disconnected.
- C. Report in writing to Contracting Officer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.
- D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the University of Rhode Island.

3.2 PREPARATION

- A. Provide, erect, and maintain erosion control devices, dust control measures, temporary barriers, and security devices at locations indicated on Drawings and as specified in Section. 01 5000.
- B. Protect appurtenances and structures which are not indicated to be demolished. Repair damage caused by demolition operations at no additional cost to University of Rhode Island.
- C. Prevent movement or settlement of adjacent structures. Provide bracing and shoring as required.

- D. Mark location of utilities. Protect and maintain, in safe and operable condition, utilities to remain. Provide temporary services during interruptions to existing utilities acceptable to governing authorities and University of Rhode Island.
- E. Clear areas around items and structures indicated to be demolished as specified in Section 31 1000.

3.3 CONSTRUCTION

A. Demolition Requirements:

- Conduct demolition to minimize interference with adjacent structures or pavements.
- 2. Stop operations immediately if adjacent structures appear to be in danger. Notify Contracting Officer immediately. Do not resume operations until directed by Contracting Officer.
- 3. Conduct operations with minimum interference to public or private access. Maintain access and egress at all times.
- 4. Obtain written permission from adjacent property owners when demolition equipment will traverse, infringe upon, or limit access to their property.
- 5. Sprinkle soil and demolition work area with water to minimize dust. Provide hoses and water connections for this purpose.
- 6. Comply with governing regulations pertaining to environmental protection.
- 7. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing prior to start of work.

B. Demolition:

- Disconnect and remove designated utilities, including onsite septic systems, within demolition areas.
- 2. Notify inhabitants of on-site structures of intent to demolish two weeks prior to demolition and verify property is vacated prior to starting demolition.
- 3. Verify structures are unoccupied; then demolish structures completely and remove from site using methods as required to complete work within limitations of governing regulations. Small structures may be removed intact when acceptable to Contracting Officer and authorities having jurisdiction.
- 4. Proceed with demolition in systematic manner, from top of structure to ground.
- 5. Locate demolition equipment and remove materials using procedures to prevent excessive loading to supporting walls, floors, or framing.
- 6. Demolish concrete and masonry in small sections. Break up concrete slabs-on-grade that are 2 or more feet below proposed subgrade.
- 7. Demolish and remove below grade construction and concrete slabs on grade completely in accordance with contract drawings.

C. Filling Voids:

- 1. Completely fill below grade areas and voids existing or resulting from demolition or removal of structures (pits, wells, cisterns, etc.) using approved select fill materials consisting of stone, gravel, and sand free from debris, trash, frozen materials, roots, and other organic matter.
- 2. Remove standing water, frost, frozen, or unsuitable material, trash, and debris from areas to be filled before fill placement.
- 3. Place fill materials in horizontal layers and compact each layer at optimum moisture content of fill material to proposed density as specified in Section. 31 2000.
- 4. Grade surface to match adjacent grades and to provide flow of surface drainage after fill placement and compaction.

D. Disposal of Demolished Materials:

 Collect, recycle, reuse and dispose of demolished materials as specified in Section 01 3543-Environmental Procedures.

END OF SECTION

SECTION 028233

ASBESTOS CONTAINING MATERIAL REMOVAL AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

A. Removal and disposal of asbestos-containing materials related to building demolitions roof replacement.

1.2 RELATED SECTIONS

- A. Section 013543 Environmental Procedures.
- B. Section 022623 Asbestos Laboratory Analysis Report.

1.3 QUALITY ASSURANCE PROCEDURES

A. Immediately refer any conflicts between the requirements outlined in this Section and those of regulatory agencies to the Owner for resolution.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.1 GENERAL

- A. Existing building components have been determined to be asbestos-containing materials (ACMs). Refer to the laboratory report in Section 022623 for location of ACMs identified in the project work areas.
- B. Complete asbestos abatement and building demolition activities in accordance with Rhode Island Department of Health requirements.
- C. Removal of identified ACM shall be performed by personnel trained for such removal.
- D. Prior to work start, provide an ACM removal plan, identifying ACM components to be removed, personnel performing the work, documentation of training provided to personnel performing work, methodology for custody, handling and disposal of ACM, and the schedule for performing removal work. Maintain this documentation on-site.
- E. Provide all necessary labor, materials, equipment and transportation to perform ACM removal work.
- F. Maintain a contact person on-site during work.
- G. If additional suspect ACMs are uncovered, other than those indicated in Section 022623, notify the Contracting Officer immediately.
- H. Obtain necessary permits and/or licenses necessary for ACM removal.

- I. Comply with all applicable local, state, and federal, requirements related to removal of ACM.
- J. Remove identified ACMs, following all applicable federal, state, and local requirements identified in Section 01 3543.
- K. Dispose of ACMs as required by these regulations and requirements.

END OF SECTION

SECTION 31 1000

SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

- Cleaning site of debris, grass, trees, and other plant life in preparation for site or building excavation Work.
- 2. Protection of existing structures, trees or vegetation indicated to remain.
- 3. Stripping topsoil from areas indicated.
- B. Related Documents: The Contract Documents, as defined in Section 011000 Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.

C. Related Sections:

- 1. Section 01 7320 Waste Management: Recycling and reuse of waste materials.
- 2. Section 02 4113 Selective Site Demolition: Demolition and removal of site structures.
- 3. Section 31 2000 Earth Moving: Cutting, filling, and grading for proposed site improvements.

1.2 QUALITY ASSURANCE

A. Regulatory Requirements:

- Obtain required permits and licenses in accordance with requirements of Federal Clean Water Act (CWA) and Water Quality Act (WQA). File Notice of Intent (NOI) with United States Environmental Protection Agency, or appropriate state agency where project is located.
- 2. Provide temporary erosion control systems as indicated on Drawings or as directed by Owner's Representative to protect adjacent properties and water resources from erosion and sedimentation.
- 3. CWA (1972) and WQA (1987) Requirements:
 - a. Where Work on this project will disturb 1 or more acres, do not start Work without obtaining a "National Pollution Discharge Elimination System" (NPDES) permit governing discharge of storm water from project site for duration of Contract. Prepare and obtain approval of a "Storm Water Pollution Prevention Plan" (SWPPP) that includes monitoring of erosion control measures for duration of Contract.
 - b. Provide storm water management in accordance with NPDES permit, SWPPP and for any enforcement action taken or imposed by Federal or State agencies, including cost of fines, construction delays and remedial actions resulting from failure to comply with all provisions of NPDES permit and SWPPP.
 - c. Keep SWPPP on site and make available for inspection by an appropriate authority having jurisdiction at any time.

1.3 PROJECT CONDITIONS OR SITE CONDITIONS

A. Existing Conditions:

- 1. Notify the Contracting Officer of variations to conditions or discrepancies in actual site conditions prior to start of site preparation Work.
- 2. Traffic: Conduct operations and removal of debris with minimum interference to roads, streets, walks, and other adjacent facilities. Do not close or obstruct streets, walks or other facilities without permission from authorities having jurisdiction.
- 3. Protections: Provide protection for safe passage of persons around area of site preparation. Take precautions and conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons.
 - a. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement or collapse of structures to be demolished and adjacent facilities to remain.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Topsoil: Friable clay loam surface soil containing humus, organic matter, found in a depth of not less than 4 inches free of subsoil, clay lumps, stones, and other objects over 2 inches in diameter, and without weeds, roots, and other unsuitable material.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 7000 Execution: Verification of existing conditions before starting work.
- B. Verification of Conditions: Verify that field measurements, surfaces, substrates, and conditions are as required, and ready to receive Work.
 - 1. Locate existing utilities as specified in Section 31 2000.
 - 2. Verify that survey benchmark and intended elevations for the Work are as indicated and are not located in an area that may be damaged.
 - 3. Verify that existing plant life and clearing limits are clearly tagged, identified, and marked in such a manner as to ensure their safety throughout construction operations.
- C. Report in writing to Contracting Officer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.
- D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the University of Rhode Island.

3.2 PREPARATION

A. Provide temporary erosion control systems as indicated on Drawings or as directed by Contracting Officer to protect project site and adjacent properties and water resources from erosion and sedimentation.

3.3 CLEARING

- A. Clear areas only required for access to site and execution of Work.
- B. Remove trees, shrubs, grass, other vegetation, improvements, or obstructions interfering with installation of Work as indicated on Drawings. Removal includes digging out stumps and roots. Fill depressions caused by clearing and grubbing operations to subgrade elevation. Prevent water ponding. Place suitable fill material in horizontal layers not exceeding 8 inches loose depth, and compact as specified herein and in Section 31 2000.
- C. Remove grass, trees, plant life, stumps, and all other construction debris from site.
 - Collect, recycle, reuse, and dispose of demolished materials as specified in Section 01 7320 -Waste Management.
 - a. Mulch: Identify organic debris that is free of disease, pest infestation, and chemical contamination and that is suitable for recycling on site. Chip and compost suitable organic debris for use as mulch on site. Stockpile where indicated on Drawings or directed by Contracting Officer. Coordinate with mulch requirements of Section 32 9200 Turf and Grasses and Section 32 9300 Plants.

3.4 TOPSOIL EXCAVATION

- A. Strip topsoil from areas that are indicated to be filled, excavated, landscaped, or re-graded to depth that prevents contact with underlying subsoil or unsuitable material. Where trees are indicated to remain, stop topsoil stripping sufficient distance from tree to prevent damage to main root system.
- B. Cut heavy growths of grass from areas prior to start of stripping. Remove heavy growths of grass along with clearing of other vegetation materials.
- C. Topsoil: Organic surface soil found in depth not less than 6 inches.
- D. Satisfactory Topsoil: Soil reasonably free of subsoil, clay lumps, stones, and other objects over 2 inches in diameter, weeds, roots, and other unsuitable material.
- E. Stockpile topsoil where indicated on Drawings or directed by Contracting Officer. Construct stockpile areas to positively drain surface water. Cover stockpile areas as required to prevent windblown dust. Dispose of unsuitable topsoil off-site as specified clearing, unless directed otherwise by Contracting Officer. Dispose of excess topsoil off-site as specified for clearing, unless directed otherwise by Contracting Officer.

3.5 REMOVAL

- A. Remove debris, rock, extracted plant life, paving, curbs, and other structures indicated on Drawings as specified in Section 02 4113.
 - 1. Collect, recycle, reuse, and dispose of demolished materials as specified in Section 01 7320 Waste Management and as approved by the University of Rhode Island.

3.6 PROTECTION

- A. Protect existing streets, structures, and utilities as specified in Section 312000.
- B. Protect trees, plant growth, and features indicated to remain.

END OF SECTION

SECTION 31 2000

EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

- 1. Preparation of subgrade for building, slabs, walks, pavements, and other sitework.
- 2. Rough and finish grading.
- 3. Excavation for filling and grading.
- 4. Filling and subgrade preparation.
- 5. Geotechnical Data
- B. Related Documents: The Contract Documents, as defined in Section 011000 Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.

C. Related Sections:

- Section 01 7320 Waste Management: Recycling and reuse of waste materials, and protection of natural resources
- Section 02 4113 Selective Site Demolition: Demolition and removal of designated existing site items.
- 3. Section 31 1000 Site Clearing: Clearing site of debris, grass, trees, and other plant life.
- 4. Section 31 2500 Erosion and Sedimentation Controls: Temporary and permanent erosion control and slope protection systems.

1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. ASTM C 136 Method for Sieve Analysis of Fine and Coarse Aggregates.
 - 2. ASTM D 698 Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort.
 - 3. ASTM D 1556 Test Method for Density of Soil in Place by the Sand-Cone Method.
 - 4. ASTM D 1557 Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort
 - 5. ASTM D 2167 Test Method for Density and Unit Weight of Soil In-Place by the Rubber Balloon Method.
 - 6. ASTM D 2487 Classification of Soils for Engineering Purposes (Unified Soil Classification System).
 - 7. ASTM D 2922 Test Methods for Density of Soil and Soil- Aggregate in Place by Nuclear Methods (Shallow Depth).
 - 8. ASTM D 3017 Test Method for Moisture Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
 - 9. STM D 4318 Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
- B. American Association of State Highway and Transportation Officials (AASHTO):
 - 1. AASHTO T 88 Particle Size Analysis of Soils

1.3 DEFINITIONS

A. Building Area Subgrade Pad: Portion of site directly beneath and within a line 10 feet 0 inches beyond building and appurtenances including limits of any future building expansion areas indicated on Drawings.

1.4 SUBMITTALS

- A. Section 013300 Submittal Procedures: Procedures for submittals.
 - Shop Drawings:
 - Submit drawings or details indicating proposed alternate earthwork procedures or proposed procedures not indicated in Contract Documents.
 - b. Submit drawings or details of design for use of fabrics or geogrids.
 - 2. Assurance/Control Submittals:
 - a. Material Source: Submit name of imported materials suppliers. Provide materials from same source throughout the Work. Change of source requires Contracting Officer approval.
 - b. Test Reports: Submit the following reports directly to Contracting Officer from Testing Laboratory, with copy to Contractor. Prepare reports in conformance with Section 01 4010 Quality Requirements Attachment A:
 - 1) Test reports on borrow material.
 - c. Certificates: Gradation and certification of aggregate material for Testing Laboratory review.
 - d. Qualification Documentation: Submit earthwork company documentation of experience indicating compliance with specified qualification requirements.
- B. Section 017704 Closeout Procedures and Training: Procedures for closeout submittals.
 - Project Record Documents: Accurately record final grade contours, spot elevations, and slope gradients.

1.5 QUALITY ASSURANCE

- A. Qualifications: Earthwork company specializing in performing the Work of this Section with minimum 5 years documented experience.
- B. Regulatory Requirements: Perform earthwork in accordance with applicable requirements of governing authorities having jurisdiction.
- C. Pre-Installation Meetings:
 - 1. A pre-installation meeting is not required.
 - 2. Provide the following information to the University of Rhode Island:
 - a. Dust control measures and their requirements.
 - b. Material dump location for approval.
 - c. Import material storage location for approval.
 - d. Review required inspections, testing, certifying, and material usage accounting procedures.
 - e. Review weather and forecasted weather conditions, and procedures for coping with unfavorable conditions.
 - f. Review safety precautions relating to earthwork operations.
 - g. Review environmental procedures.

1.6 PROJECT OR SITE CONDITIONS

- A. Existing Conditions:
 - Geotechnical Data:

- a. Soils investigation reports and data are not a part of Contract Documents and not required for this project.
- 2. Classification of Excavations: Contractor acknowledges that Contractor has investigated project site to determine type, quantity, quality, and character of excavation work to be performed. Consider excavation as unclassified excavation.
- 3. Existing Utilities: Contact local utility companies and make arrangements to obtain utility company location and marking service prior to start of Earthwork operations.
 - a. Locate existing underground utilities in areas of Work.
 - b. Should uncharted, or incorrectly charted, piping, or other utilities be encountered during excavation, consult utility company and Contracting Officer immediately for directions.
 - c. Coordinate with Contracting Officer and utility companies to terminate utility services and facilities in operation.
 - d. Repair damaged utilities to satisfaction of utility company, at no additional cost to the University of Rhode Island.
 - e. Do not interrupt existing utilities serving facilities occupied and used by the University of Rhode Island or others, during occupied hours, except when permitted in writing by Contracting Officer and then only after acceptable temporary utility services have been provided and approved by Contracting Officer.
 - f. Demolish and completely remove from site existing underground utilities indicated on Drawings to be removed as specified in Section 02 4113. Coordinate with utility companies for shut-off of services if lines are active.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Imported soils must be sampled prior to their delivery to the site. Soils must be analyzed in accordance the Table below. A written Imported Soil Material Compliance Report prepared by a qualified environmental professional that includes the imported soil laboratory analytical data certifying that the imported soils are compliant with the RIDEM Remediation Regulations residential direct exposure criteria. (R-DEC) will be prepared. Imported soils cannot be received at the project sites until the City of Providence or their representative has reviewed and approved the Imported Soil Material Compliance Report. This testing requirement does not apply to stone, crushed stone, and or pavement.

Imported Fill Testing Requirement						
Constituent	Test Method	Minimum Detection Level				
TPH	EPA Method 8100M	Below RIDEM Method 1 R-DEC and				
VOC	EPA Method 8260B	Below RIDEM Method 1 R-DEC and GB Leachability				
Semi-VOCs	EPA Method 8270C	Below RIDEM Method 1 R-DEC				
Chlordane, Dieldrin	EPA Method 8081B	Below RIDEM Method 1 R-DEC				
Metals ¹	EPA Methods 6010 and 7471A	Below RIDEM Method 1 R-DEC				
PCBs	EPA Method 8082	Below RIDEM Method 1 R-DEC				

- 1 Metals as required by RIDEM Remediation Regulations Section 1.9(C) (2)
- B. Subsoil: Approved by Testing Laboratory and Contracting Officer.
 - 1. Excavated and re-used material and /or Imported Common Borrow.
 - 2. Free of lumps larger than 3 inches, rocks larger than 4 inches, and debris.

- C. Topsoil: Approved by Testing Laboratory and Contracting Officer.
 - 1. Excavated and reused material and/or loam.
 - 2. Free of roots, rocks larger than 1/2 inch, subsoil, debris, large weeds, and foreign matter.

2.2 SOURCE QUALITY CONTROL

- A. Section 014000 Quality Requirements: Testing Laboratory services must be from a Rhode Island Certified Laboratory.
- B. Testing and Analysis:

Soil: Perform in accordance with EPA approved analytical methods for compounds listed in Section 1.9,2(C)(2) Table 1 of the Rhode Island Department of Environmental Management Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases.

- C. If tests indicate materials do not meet specified requirements, change material and retest.
- D. Provide materials from same source throughout the Work.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 017300 Execution: Verification of existing conditions before starting work.
- B. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to for earthwork operations to begin.
 - 1. Verify that existing site soils and soil conditions encountered are as indicated.
 - 2. Verify quantity and type of each soil material before start of material installation.
 - 3. Backfilling:
 - a. Verify imported fill and stockpiled fill to be reused is approved.
 - b. Verify areas to be backfilled are free of debris, snow, ice, or water, and ground surfaces are not frozen.
- C. Report in writing to Contracting Officer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.
- D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the University of Rhode Island.

3.2 PREPARATION

- A. Clear site as specified in Section 311000.
- B. Identify required lines, elevations, levels, contours, grades, and datum necessary to perform earthwork operations as indicated on Drawings.
- C. Examine Project Site with Contracting Officer before start of earthwork operations. Identify areas and prepare to brace or shore areas of adjacent property subject to rotation, slumping, or cave-in to prevent dislocation of adjacent soil, pavement, utilities, structures, or other items to remain.
- D. Verify that survey benchmark and intended elevations for Work are as indicated on Drawings. Short form contour designations are intended to be a continuing of the long form bench mark.

312000 - 4

- E. Locate, identify, and protect existing utilities to remain and previously installed utilities that may be damaged by construction operations.
 - 1. Notify Contracting Officer and utility company immediately of utilities, not indicated on Drawings, encountered.
 - 2. Maintain existing utilities, active utilities, and drainage systems in operating condition.
 - 3. Comply with utility company requirements and directions of Contracting Officer to keep utilities in operation.
 - 4. Repair damage to utilities as directed by Contracting Officer.
- F. Protect plant life, lawns, fences, existing structures, sidewalks, paving and curbs from earthwork operations, excavating equipment, and vehicular traffic.
- G. Protect benchmarks, property corners, and other survey monuments from damage or displacement. Where markers are required to be removed, provide removal and reinstallation by licensed land surveyor licensed in State where project is located.
- H. Remove material encountered in grading operations that is unsuitable for backfilling, subgrade or foundation purposes as determined by Testing Laboratory and as directed by Contracting Officer. Dispose of materials off-site in an approved manner in accordance with requirements of authorities having jurisdiction.
- I. Prior to placing fill in low areas, such as previously existing creeks, ponds, or lakes, perform following procedures:
 - 1. Drain water out by gravity with ditch having flow line lower than lowest elevation in low area. If drainage cannot be performed by gravity ditch, use pumping equipment.
 - 2. After drainage of low area is complete, remove mulch, mud, debris, and other unsuitable material by using equipment and methods keeping natural soils underlying low areas dry and undisturbed.
 - 3. If proposed for fill, dry muck, mud, and other materials removed from low areas on-site by spreading in thin layers for inspection by Testing Laboratory and Contracting Officer. Place material determined by the Testing Laboratory and contracting Officer suitable for use as fill material into lowest elevation of site filling operation. Do not place under building subgrade pad or paving subgrade. If material is determined by the Testing Laboratory and Contracting Officer to be unsuitable, remove material from site.

3.3 EXCAVATION FOR FILLING AND GRADING

- A. Provide dewatering, drainage, and ground water management to control moisture of soils when performing grading operations during periods of wet weather.
- B. Shore, brace, and drain excavations to maintain excavations safe, secure, and free of water at all times.
- C. Provide protection for workers within trench areas in accordance with local, State, and Federal Occupational Safety and Health requirements and regulations.
- D. Unacceptable Fill Material for Building and Paving Areas: Excavated material containing rock or stone greater than 6 inches in largest dimension.
- E. Acceptable Fill Material:
 - 1. Rock or stone less than 4 inches in largest dimension as fill to within 24 inches of surface of proposed subgrade when mixed with suitable material.
 - 2. Rock or stone less than 2 inches in largest dimension mixed with suitable material as fill within the upper 24 inches of proposed subgrade.

3.4 FILLING AND SUBGRADE PREPARATION

- A. Fill areas to contours and elevations as indicated on Drawings with materials specified herein.
- B. Place fill in continuous lifts as specified herein.
- C. Refer to Section 31 2300 for filling requirements for structures, utilities, and pavements.
- D. Areas Exposed by Excavation or Stripping:
 - Compact to minimum 95 percent optimum density in accordance with ASTM D 698.
 - 2. Excavate and recompact areas failing to meet University of Rhode Island approval. Testing may be required at no additional cost to the University.
- E. Fill Material Placement:
 - Place in 12 inch maximum lifts compacted minimum 95 percent optimum density in accordance with ASTM D 698.
- F. Provide material imported from off-site with CBR (California Bearing Ratio) or LBR (Limerock Bearing Ratio) value equal to or above pavement design subgrade CBR or LBR value indicated on Drawings.

3.5 MAINTENANCE OF SUBGRADE

- A. Verify finished subgrades for conformance to elevations as indicated on Drawings and for specified conditions for subgrade.
- B. Protect subgrade from excessive wheel loading during construction, including concrete trucks and dump trucks.
- C. Remove areas of finished subgrade with compaction density below specified density to depth required as directed by Testing Laboratory and Contracting Officer. Fill removed areas and compact to specified compaction density
- D. Provide surface of subgrade after compaction hard, uniform, smooth, stable, and true to grade and cross-section.

3.6 FINISH GRADING

- A. Grade areas other than paved areas and building pad areas to match existing grade or finish grade elevations or contours as indicated on Drawings including the following:
 - 1. Excavated areas.
 - 2. Filled and transition areas.
 - 3. Landscaped areas.
- B. Provide finish graded areas uniform and smooth, free from rocks, debris, or irregular surface changes with maximum tolerance of 0.10 feet above or below established finish subgrade elevation. Provide graded surfaces sloping uniformly between indicated elevations.
- C. Provide drainage ditches graded with uniform slope to allow drainage without ponding, minimizing potential for erosion. Refer to Section 312500 for procedures to protect slopes and control erosion.
- D. Refer to Section 313200 for soil stabilization using lime, cement, fly ash and geotextile fabric methods for subbase materials.
- E. Refer to Section 329113 for placing topsoil and fine grading in landscaped areas.

3.7 FIELD QUALITY CONTROL

- A. Section 014000 Quality Requirements: Field testing and inspection.
- B. Excavation: Notify Testing Laboratory and Contracting Officer for visual inspection of bearing surfaces, 48 hours prior to backfilling and other subsequent Work.
- C. Site Tests Quantity:
 - Building Area Subgrade Pad:
 - a. Cut Areas: Minimum one compaction test for every 2500 square feet.
 - Fill Areas: Minimum one compaction test for every 2500 square feet for each 12 inch lift, measured loose.
 - 2. Areas Outside Building Area Subgrade Pad:
 - a. Cut Areas: Minimum one compaction test for every 10,000 square feet.
 - Fill Areas: Minimum one compaction test for every 10,000 square feet for each 12-inch lift, measured loose.
- D. Site Tests Methods:
 - 1. Perform tests on each type of existing on-site or imported off-site material used for compacted fill.
 - a. Moisture and Density Relationship: ASTM D 698 or ASTM D 1557.
 - b. Mechanical Analysis: AASHTO T-88
 - c. Plasticity Index: ASTM D 4318
 - 1) One optimum moisture-maximum density curve for each type of soil encountered.
 - 2) Report of actual unconfined compressive strength and bearing tests/results for each strata tested. Give "three-dimensional" description of each test location.
 - 2. Perform field density tests for in-place materials in accordance to one of the following standards:
 - a. Sand-Cone Method: ASTM D 1556
 - b. Balloon Method: ASTM D 2167
 - c. Nuclear Method: ASTM D 2922 (Method B-Direct Transmission)
 - 3. Perform a CBR (California Bearing Ratio) or LBR (Limerock Bearing Ratio) test for each type of imported off-site material in areas where pavement will be placed.
- E. If tests indicate the Work does not meet specified requirements, remove Work, replace, compact, and retest at no additional cost to University of Rhode Island.

3.8 PROTECTION

- A. Protect building subgrade pad and building related earthwork from damage by construction operations and erosion.
- B. Prohibit vehicles from entering building subgrade pad area. Vehicles not permitted.
- C. Scarify surface, reshape, and compact areas damaged by construction operations or weather erosion.

END OF SECTION

SECTION 31 2300

EXCAVATION AND FILL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Excavating and backfilling for structures, utilities, and pavement.
 - 2. Pipe bedding.
 - 3. Compacting fill materials.
 - 4. Borings and casings under roads.
- B. Related Documents: The Contract Documents, as defined in Section 011000 Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.
- C. Related Sections:
 - Section 312000 Earth Moving: Cutting, filling, and grading for proposed site improvements.

1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. ASTM D698 Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort.
 - 2. ASTM D1557 Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort.
- B. American Association of State Highway and Transportation Officials (AASHTO):
 - 1. AASHTO T 180 Moisture-Density relations of Soils Using a 10 Pound Rammer and an 18 Inch Drop.
- C. American Water Works Association (AWWA):
 - 1. AWWA C 200 Steel Water Pipe, 6 Inch and Larger.
 - 2. AWWA C 206 Field Welding of Steel Water Pipe.
- D. National Fire Protection Association (NFPA):
 - NFPA 70 National Electric code.

1.3 DEFINITIONS

A. Building Area Subgrade Pad: Portion of site directly beneath and within a line 10 feet beyond building and appurtenances including limits of any future building expansion areas indicated on Drawings.

1.4 SUBMITTALS

- A. Section 013300 Submittal Procedures: Procedures for submittals.
 - 1. Shop Drawings:
 - Submit drawings or details indicating proposed alternate earthwork procedures or proposed procedures not indicated in Contract Documents.

- b. Shop Drawings or details pertaining to Site Utilities are not required unless required by regulatory authorities or unless use of materials, methods, equipment, or procedures are contrary to Drawings or these specifications are proposed. Do not perform work until required shop drawings have been approved by Contracting Officer.
- 2. Assurance/Control Submittals:
 - a. Material Source: Submit name of imported materials suppliers. Provide materials from same source throughout the work. Change of source requires Contracting Officer approval.
 - b. Test Reports: Submit the following reports directly to Contracting Officer from Testing Laboratory, with copy to Contractor:
 - 1) Test reports on borrow material.
 - 2) Verification of each footing subgrade.
 - 3) Field density test reports.
 - 4) Optimum moisture-maximum density curve for each type of soil encountered.
 - 5) Report of actual unconfined compressive strength and bearing tests/results for each strata tested. Give "three-dimensional" description of each test location.
 - c. Certificates: Gradation and certification of aggregate material for Testing Laboratory review.
 - d. Qualification Documentation: Submit earthwork company documentation of experience indicating compliance with specified qualification requirements.
- B. Section 017704 Closeout Procedures and Training: Procedures for closeout submittals.
 - Project Record Documents: Accurately record the following.
 - a. Spot elevations for building area subgrade pad.
 - b. Location of existing utilities remaining, re-routed utilities, new utilities by horizontal dimensions, elevations or inverts, and slope gradients.

1.5 QUALITY ASSURANCE

- A. Qualifications: Earthwork company specializing in performing the Work of this Section with minimum 5 years documented experience.
- B. Regulatory Requirements: Perform earthwork in accordance with applicable requirements of governing authorities having jurisdiction.

1.6 PROJECT CONDITIONS OR SITE CONDITIONS

- A. Existing Conditions: Requirements specified in Section 31 2000.
- B. Existing Utilities: Requirements specified in Section 31 2000.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Stockpiled on-site fill and backfill material specified in Section 31 2000, tested by Testing Laboratory, and approved by Contracting Officer.
- B. Imported off-site fill and backfill material specified in Section 312000, tested by Testing Laboratory, and approved by Contracting Officer.
- C. Pipe Bedding Material: Processed sand and gravel free from clay lumps, organic, or other deleterious material complying with the following gradation requirements:

SIEVE SIZE PERCENT PASSING
1 Inch 100
3/4 Inch 90 to 100
3/8 Inch 20 to 55
No. 4 0 to 10
No. 8 0 to 5

- D. Steel Casing Pipe: AWWA C 200, minimum grade B; size and wall thickness as indicated on Drawings.
- E. Stabilization Fabrics and Geogrids:
 - 1. Mirafi 500X or 600X.
 - 2. Amoco Style #2002 Woven.
 - 3. Reemay Typar 3401 and 3601.
 - 4. Trevira S1114 and S1120.
 - 5. Tensar 1100 and 1200.
- F. Filter/Drainage Fabrics:
 - 1. Mirafi 140 N.
 - 2. Amoco Style #4546.
 - 3. Reemay Typar 3341.
 - 4. Carthage Mills, Carthage 6%.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 017300 Execution: Verification of existing conditions before starting work.
- B. Verification of Conditions: Verify that field measurements, surfaces, and conditions are as required, and ready to receive Work.
- C. Report in writing to Contracting Officer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.
- D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to United States Postal Service.

3.2 PREPARATION

- A. Identify required lines, elevations, levels, contours, grades, and datum necessary to perform earthwork operations as indicated on Drawings.
- B. Verify that survey benchmark and intended elevations for the Work are as indicated on Drawings.
- C. Locate, identify, and protect existing utilities to remain and previously installed utilities that may be damaged by construction operations.
 - 1. Notify Contracting Officer, municipality, and utility company immediately of utilities, not indicated on Drawings, encountered.
 - 2. Maintain existing utilities, active utilities, and drainage systems in operating condition.
 - 3. Comply with utility company requirements and directions of Construction Manager to keep utilities in operation.

- 4. Repair damage to utilities as directed by Contracting Officer.
- D. Protect plant life, lawns, fences, existing structures, sidewalks, paving and curbs from earthwork operations, excavating equipment, and vehicular traffic.
- E. Protect benchmarks, property corners, and other survey monuments from damage or displacement. Where markers are required to be removed, provide removal and reinstallation by licensed land surveyor licensed in State where project is located.
- F. Over excavate areas of building subgrade found consisting of unsuitable materials as determined by Testing Laboratory and Contracting Officer. Prepare, fill with suitable material, and compact as specified. Stabilize areas as specified in Section 313200.

3.3 EXCAVATION

- A. Excavation for filling and grading specified in Section 312000.
- B. Rock excavation specified in Section 312317.
- C. Excavation for Structures:
 - Excavate subbase for building foundations, slabs-on-grade and site structures to width and depth indicated on Drawings.
 - Cut excavation banks vertically.
 - b. Remove rocks, loose soil, and debris from bottom of excavation.
 - c. Over excavate wet or unsuitable soil from bottom of excavation.
 - d. Provide stable base for concrete reinforcing installation and concrete placement.
 - e. Hand trim to indicated lines and grades just prior to concrete reinforcing installation.
 - 2. Provide protection for workers within trench areas in accordance with local, state, and national Occupational Safety and Health requirements and regulations.
 - a. Trenches minimum 4 feet in depth.
 - 3. During excavation, stockpile materials suitable for backfilling away from excavation to prevent overloading, slides, or cave-ins.
 - 4. Remove material encountered in excavating operations that is unsuitable for backfilling, subgrade or foundation purposes as determined by Testing Laboratory and Contracting Officer. Dispose of materials off-site in an approved manner in accordance with requirements of authorities having jurisdiction.
 - 5. Prevent surface water from flowing into excavations by temporary grading or other approved methods.
 - a. Do not allow water to accumulate in excavations.
 - b. Remove accumulated water in excavations.
 - c. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components required to remove water from excavations.

D. Excavation for Utilities:

- Excavate trench width and depth required for laying pipe, conduit, or cable. Cut trench banks vertical.
 Remove stones from bottom of trench as required to avoid point-bearing. Over excavate wet or
 unstable soil, if encountered, from trench bottom as required to provide suitable base for continuous
 and uniform bedding.
- 2. During excavation, stockpile materials suitable for backfilling away from trench bank to prevent overloading, slides, or cave-ins.
- Remove material encountered in trenching operations that is unsuitable for backfilling, subgrade or foundation purposes as determined by Testing Laboratory and Contracting Officer. Dispose of materials off-site in an approved manner in accordance with requirements of authorities having jurisdiction.

- 4. Prevent surface water from flowing into trenches or other excavations by temporary grading or other approved methods.
 - a. Do not allow water to accumulate in excavations.
 - Remove accumulated water in excavations.
 - c. Provide and maintain pumps, well points, sumps, suction and discharge lines and other dewatering system components required to remove water from excavations.
- 5. Open cut excavation using trenching machine or backhoe. Do not use dirt clods for backfill created by use of machines other than ladder or wheel-type trenching machines.
- 6. Grade trench bottom to provide uniform bearing and support for each section of pipe on bedding material along entire trench length, except where necessary to excavate for bell holes, proper sealing of pipe joints, or other required connections. Dig bell holes and depressions for joints after trench bottom has been graded. Do not excavate trench deeper, longer, or wider than required to make proper joint connection.
- 7. Excavate trench width below the top of pipe minimum 300 mm wide and maximum 460 mm wider than outside surface of pipe or conduit installed to elevations and grades indicated on Drawings. Excavate trench width for other pipe, conduit, or cable to least practical width allowing for proper compaction of trench backfill.
- 8. Excavate trench depth measured from finished grade or paved surface to the following requirements or applicable codes and ordinances:
 - a. Water Mains: 30 inches to top of pipe barrel or 6 inches below frost line established by local building official, whichever is deeper.
 - b. Sanitary Sewer: Elevations, and grades indicated on Drawings.
 - c. Storm Sewer: Depths, elevations, and grades indicated on Drawings.
 - d. Electrical Conduits: 24 inches minimum to top of conduit or as required by NFPA 70, or local utility company requirements, whichever is deeper.
 - e. TV Conduits: 18 inches minimum to top of conduit or as required by local utility company, whichever is deeper.
 - f. Telephone Conduits: 18 inches minimum to top of conduit, or as required by local utility company, whichever is deeper.
 - g. Gas Mains and Service: 30 inches minimum to top of pipe, or as required by local utility company, whichever is deeper.
- 9. Provide shoring, sheeting, and bracing, as required, in trenches and other excavations where protection of construction personnel is required. Sheeting may be removed after sufficient backfilling to protect against damaging or injurious caving.

E. Excavation for Pavement:

- Excavate roadway and pavement areas to line and grade indicated on Drawings.
- 2. Stockpile excavated material suitable for backfilling on-site.
- 3. Remove excavated materials not required or not suitable for backfill from site.
- 4. Over excavate areas of pavement subgrade found to contain unsuitable material. Prepare, fill with suitable material, and compact as specified. Stabilize areas as specified in Section 313200.

3.4 PIPE BEDDING

- A. Excavate trenches, for pipe or conduit installed to elevations indicated on Drawings, 4 inches below bottom of pipe and to width as specified. Place 4 inches of bedding material, compact in bottom of trench, and shape to conform to lower portion of pipe barrel. After pipe installation, backfill and compact to top of trench.
- B. Place geotextile fabric as indicated on Drawings.

3.5 BACKFILLING AND SUBGRADE PREPARATION

A. Backfilling:

- 1. Verify that imported off-site fill and stockpiled on-site fill is tested and approved.
- 2. Verify that foundation perimeter drainage installation is inspected and approved.
- 3. Verify that foundation or below grade structure walls are braced to support surcharge forces imposed by backfilling operations.
- 4. Verify that backfill areas are free of debris, snow, ice, or water, and that ground surfaces are not frozen.
- B. Prepare building area subgrade pad in accordance with foundation subsurface preparation information indicated on Drawings and specified herein. Do not use rock larger than 6 inches for building subgrade fill.
- C. Areas Exposed by Excavation or Stripping:
 - 1. Scarify areas exposed by excavation or stripping on which building subgrade preparations are to be performed to minimum 8 inch depth.
 - 2. Compact to minimum 95 percent optimum density in accordance with ASTM D1557 (Modified Proctor) at minimum moisture content 1 percent below and maximum 3 percent above optimum moisture content.
 - 3. Proofroll to detect any areas of insufficient compaction by making minimum of 2 complete passes with fully-loaded tandem-axle dump truck, or Contracting Officer approved equivalent, in each of two perpendicular directions under supervision and direction of Contracting Officer.
 - 4. Excavate and recompact areas failing to meet specified requirements.

D. Fill Material Placement:

- Place in 12 inch maximum lifts compacted minimum 95 percent optimum density in accordance with ASTM D1557 (Modified Proctor) at minimum moisture content of 1 percent below and maximum moisture content 3 percent above optimum moisture content.
- 2. Maximum allowable values for plasticity index (PI) and liquid limit (LL) of suitable fill materials to be used as fill in the specified areas, unless indicated otherwise on Drawings:

a.	LOCATION		PI		LL
b.	Building area, below upper 4 feet		30		40
C.	of proposed subgrade elevation				
d.	Building area, upper 4 feet	20		30	
e.	of proposed subgrade elevation				
f.	Paving area, below upper 4 feet		30		40
g.	of proposed subgrade elevation				
ĥ.	Paving area, upper 4 feet		20		30
i.	of proposed subgrade elevation				

E. Provide material imported from off-site with CBR (California Bearing Ratio) or LBR (Limerock Bearing Ratio) value equal to or above pavement design subgrade CBR or LBR value indicated on Drawings.

3.6 MAINTENANCE OF SUBGRADE

- A. Verify finished subgrades for elevations indicated on Drawings and specified conditions for construction above subgrade.
- B. Protect subgrade from excessive wheel loading during construction, including concrete trucks and dump trucks.
- C. Remove areas of finished subgrade found to have insufficient compaction density. Replace in a manner that will comply with compaction requirements as directed by Contracting Officer. Provide hard, uniform, smooth, stable surface, true to grade and cross-section after completion of compaction.

3.7 BORINGS AND CASINGS UNDER ROADS

- A. Install street, road, or highway crossings for utility mains by jacking and boring method in accordance with requirements of governing authorities having jurisdiction.
- B. Locate approach pits and trenches within right- of-way of street, road, highway, or railroad distance from paving permitting traffic to pass without interference. Tamp backfill for approach pits and trenches within right-of-way in layers not greater than 6 inches thick for entire length and depth of trench or pit. Compact backfill to 95 percent of maximum density obtained at optimum moisture as determined by AASHTO T 180, Method A (Modified Proctor). Mechanical tampers may be used after cover of 6 inches has been obtained over top of pipe barrel.
- C. Use commercial type boring rig providing hole bored to proper alignment and grade within 2 inches of same diameter as largest outside joint diameter of pipe installed. Install pipe in hole immediately after bore has been made, and in no instance shall hole be left open while unattended.
- D. Clean and prime interior and exterior of casing pipe; apply two coats of asphalt in accordance with requirements of governing authorities having jurisdiction.
- E. Butt weld steel casing. Weld using full penetration single butt-welds in accordance with AWWA C 206.
- F. Install casing and utility pipe with end seals, vent pipe, and other special equipment in accordance with requirements of governing authorities having jurisdiction.
- G. Paving Damage Caused by Contractor Construction Operations:
 - 1. Repair paving where cracks occur on either side of line where pipe was installed by removing damaged paving between cracks, saw cutting paving in straight line at a point sufficiently beyond location of cracks for repair, and placing new paving to match existing in areas where paving removed.
 - 2. Make repairs to the satisfaction of paving owner.
 - 3. Make repairs at no additional cost to United States Postal Service within one year from Date of Substantial Completion.

3.8 FIELD QUALITY CONTROL

- A. Section 014000 Quality Requirements: Field testing and inspection.
- B. Excavation: Notify Testing Laboratory and Contracting Officer for visual inspection of bearing surfaces, 48 hours prior to backfilling and other subsequent Work.
- C. Site Tests:
 - 1. Specified in Section 312000.
 - 2. Tests for Building Area Subgrade Pad:
 - a. Cut Areas: Minimum one compaction test for every 2500 square feet.
 - b. Fill Areas: Minimum one compaction test for every 2500 square feet for each 8 inch lift measured loose.
 - 3. Tests for areas outside building area subgrade pad specified in Section 312000.
- D. If tests indicate the Work does not meet specified requirements, remove Work, replace, compact and retest at no additional cost to United States Postal Service.

3.9 PROTECTION

A. Protect building subgrade pad and building related earthwork from damage by construction operations and erosion.

- B. Prohibit vehicles from entering building subgrade pad area. Vehicles not permitted.
- C. Scarify surface, reshape, and compact areas damaged by construction operations or weather erosion.

END OF SECTION

SECTION 312500

EROSION AND SEDIMENTATION CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Temporary and permanent erosion control systems.
 - 2. Slope protection systems.
- B. Related Documents: The Contract Documents, as defined in Section 01 1000 Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.
- C. Related Sections:

1.2 SUBMITTALS

- A. Section 01 3300 Submittal Procedures: Procedures for Quality Assurance/Control submittals.
 - Provide Erosion and Sedimentation Control Plan
 - 2. Material Source: Submit name of material suppliers.
 - 3. Provide materials from same source throughout Work. Change of source requires Contracting Officer approval.

1.3 PROJECT CONDITIONS OR SITE CONDITIONS

A. Environmental Requirements: Protect adjacent properties and water resources from erosion and sediment damage throughout Work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Grasses: Turf Type Tall Fescue seeds.
- B. Straw Bales: Free of weed seed.
- C. Fencing for Siltation Control: Indicated on Drawings.
- D. Erosion Control Blankets and/or Erosion Control Geotextiles.
- E. Bale Stakes:
 - 1. Minimum 4 feet length.
 - 2. Two No. 4 steel reinforcing bars or,
 - 3. Two steel pickets or,
 - 4. Two 2 x 2 inch hardwood stakes driven 18 inches to 24 inches into ground.

- F. Temporary Mulches: Loose straw, netting, wood cellulose, or agricultural silage free of seed.
- G. Metal Fence Stakes: Minimum 8 foot length.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 7300 Execution: Verification of existing conditions before starting Work.
- B. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.
- C. Report in writing to Contracting Officer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.
- D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to University of Rhode Island.

3.2 PREPARATION

- A. Review site plans for required erosion controls.
- B. Revisions of plan will be made as determined by Contracting Officer.

3.3 EROSION CONTROL AND SLOPE PROTECTION IMPLEMENTATION

- A. Contracting Officer may direct Contractor to limit surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and embankment operations and may direct Contractor to provide immediate permanent or temporary pollution control measures.
- B. Provide permanent erosion control measures at earliest practical time to minimize requirement for temporary erosion controls. Permanently seed and mulch cut slopes as excavation proceeds.
- C. Maintain temporary erosion control systems installed by Contractor as directed by Contracting Officer to control siltation at all times throughout Work. Provide maintenance or additional Work directed by Contracting Officer within 48 hours of notification by Contracting Officer.
- D. Apply soil stabilization as specified in Section 31 3200 or seed slopes that may be easily eroded with wheat, rye, or oat grasses.

END OF SECTION

SECTION 329200

TURF AND GRASSES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Seed.
 - 2. Sod.
 - 3. Sprigs.
 - 4. Mulches.
 - 5. Asphalt Adhesive.
 - 6. Water.
 - 7. Erosion Control Material.
- B. Related Documents: The Contract Documents, as defined in Section 011000 Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other documents.
- C. Related Sections:
 - 1. Section 311000 Site Clearing: Mulch from recycled site debris.
 - 2. Section 312000 Earth Moving: Topsoil material.
 - 3. Section 312500 Erosion and Sedimentation Controls: Slope and erosion protection materials.
 - 4. Section 329200 Plants: Planting materials.

1.2 REFERENCES

- A. American Society For Testing and Materials (ASTM):
 - 1. ASTM C 602 Specification for Agricultural Liming Materials.
 - 2. ASTM D 977 Specification for Emulsified Asphalt.
- B. American Sod Producers Association (ASPA):
 - ASPA STSMT Specification for Turfgrass Sod Materials and Transplanting/Installing.

1.3 SUBMITTALS

- A. Section 013300 Submittal Procedures: Procedures for submittals.
 - Assurance/Control Submittals:
 - a. Certificates:
 - Submit certificate from seed supplier for each grass-seed mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
 - 2) Submit certificate from sod supplier for each seed mixture, identifying sod source, including name and telephone number of supplier.
- B. Section 017704 Closeout Procedures and Training: Procedures for closeout submittals.

 Operation and Maintenance Data: Include maintenance instructions, cutting method and maximum grass height, types of application frequency, and recommended coverage of fertilizer for one full growing cycle.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements: Conform to applicable requirements of the Local and State Department of Agriculture Extension Service of the state in which the project is located.

1.5 ENVIRONMENTAL REQUIREMENTS

A. Resource Management:

- 1. Renewable Resources: Plants specified are indigenous, low maintenance varieties, tolerant of site's existing soils and climate without supplemental irrigation or fertilization once established.
 - a. Soil amendments: No chemical fertilizers; use organic/natural matter to support establishment of indigenous plants; use inorganic materials such as sand or gypsum to improve workability and drainage of soil as appropriate to indigenous plants.
 - b. Mulch: Provide organic mulch products.

2. Recycled Content:

- a. Wood fiber mulch: Provide products manufactured from 100 % post-consumer paper content and yard trimming composts.
- b. Mulch from recycled site debris: Coordinate with Section 311000 Site Clearing to identify and prepare suitable organic debris for use as mulch on site.
- c. Soil amendment from recycled scrap gypsum: Coordinate with Section 092900 Gypsum Board to prepare scrap gypsum board for use as soil amendment.

PART 2 - PRODUCTS

2.1 SEED

A. Classification:

- Turf Type Tall Fescue of latest season's crop delivered in original sealed packages bearing producer's guaranteed analysis for percentages of mixtures, purity, germination, weed seed content, and inert material.
- 2. Label in conformance with applicable state seed laws.
- 3. Wet, moldy, or damaged seed will be rejected.

2.2 SOD

A. Classification:

- Field as classified in ASPA STSMT.
- 2. Machine cut sod at a uniform thickness of 3/4 inch with a tolerance of 1/4 inch, excluding top growth and thatch. Each individual sod piece capable of supporting its own weight when lifted by ends.
- 3. Broken pads, irregularly shaped pieces, torn or uneven ends will be rejected.
- 4. Wood pegs and wire staples for anchorage as recommended by sod supplier.

2.3 SPRIGS

- A. Healthy living stems, stolons, or rhizomes and attached roots of locally adapted grass without adhering soil, including two to three nodes, from 4 to 6 inches long, obtained from heavy and dense sod.
 - 1. Provide sprigs which have been grown under climatic conditions similar to those in locality of Project Site.
 - 2. Coordinate harvesting and planting operations to prevent exposure of sprigs to sun for more than 30 minutes before covering and moistening.
 - 3. Sprigs containing weeds or other detrimental material or that are heat damaged will be rejected.

2.4 MULCHES

A. Provide mulch free from noxious weeds, mold, and other deleterious materials.

2.5 STABILIZING MATERIALS

- A. Specified in Section 313200.
- B. Asphalt Adhesive: ASTM D 977, Grade RS-1. Use with straw or hay mulch.
- C. Cellulose Fiber: Use for anchoring straw. Fiber binding shall be applied at a net dry weight of 750 pounds per acre. Cellulose fiber may be mixed with water. Mixture shall contain maximum of 50 pounds of cellulose fiber per 100 gallons of water.
- D. Mulch Netting: Stake light weight plastic netting over the mulch according to manufacturer's recommendations. Stakes shall be driven to ground level.

2.6 WATER

Suitable quality for irrigation.

2.7 EROSION CONTROL MATERIAL

- A. Specified in Section 31 2500.
- B. Net: Heavy, twisted jute mesh, plastic mesh, biodegradable paper fabric with knitted yarns, or standard weave burlap.
- C. Blanket:

2.8 TOPSOIL

A. Loam:

 Use material that consists of screened loose, friable, fine sandy loam or sandy loam, as defined by the USDA's Natural Resources Conservation Service in the 1993 Soil Survey Manual; that is free of subsoil, refuse, stumps, roots, rocks, cobbles, stones, brush, noxious weeds, litter, and other

329200 - 3 May 2023 TURF AND GRASSES Standard Contract Documents – URI Bid Demolition of 2133, 3071 and 3045A Kingstown Road Project Number KC.G.2130.2022.001

materials that are larger than $\frac{1}{2}$ in. in any dimension; and that will prevent the formation of a suitable seed bed. Use organic matter that has not less than 5 percent nor more than 20 percent of the loam as determined by loss-on-ignition of oven dried samples that have been drawn by the Engineer. Ensure that the loam has an acidity range of 5.5 pH to 7.6 pH.

2.9 pH ADJUSTERS

A. Lime:

- 1. Material: ASTM C 602, Class T, agricultural commercial grade ground limestone containing not less than 50 percent of total oxides.
- 2. Gradation: Minimum 75 percent passing 100 mesh sieve and 100 percent passing 20 mesh sieve.
- B. Ferrous Sulfate: Commercial Grade.

2.10 FERTILIZER

- A. Bonemeal: Commercial, raw, finely ground; minimum 4 percent nitrogen and 20 percent phosphoric acid.
- B. Superphosphate: Commercial-Grade complete fertilizer of neutral character consisting of fast-and-slow-release nitrogen, 50 percent derived from natural organic sources of urea-form, phosphorous, and potassium.
 - 1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.
- C. Slow-Release Fertilizer: Granular fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorous, and potassium in the following composition:
 - 1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from qualified soil-testing agency.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 017300 Execution: Verification of existing conditions before starting work.
- B. Verification of Conditions: Verify that field measurements, surfaces, and conditions are as required, and ready to receive Work.
- C. Report in writing to Contracting Officer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.
- D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the United States Postal Service.

3.2 PREPARATION OF SUBSOIL

- A. Prepare subsoil to eliminate uneven areas and low spots. Maintain lines, levels, profiles, and contours. Make changes in grade gradual. Blend slopes into level areas.
- B. Remove foreign materials, weeds, and undesirable plants and their roots. Remove contaminated subsoil.
- C. Scarify subsoil to a depth of 3 inches where topsoil is to be placed. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted subsoil.
- D. Place topsoil as specified in Section 31 2000.

3.3 FERTILIZING

- A. Apply fertilizer in accordance with manufacturer's published instructions.
- B. Apply after smooth raking of topsoil and prior to roller compaction.
- C. Do not apply fertilizer at same time or with same machine as will be used to apply seed.
- D. Mix thoroughly into upper 2 inches of topsoil.
- E. Lightly water to aid the dissipation of fertilizer.
- F. No chemical fertilizers.

3.4 SEEDING

- A. Seeding to be completed between August 15 and September 30.
- B. Sow one-half of seed in one direction and remainder at right angles to first sowing.
- C. Cover seed to average depth of 1/2 inch by means of spike-tooth harrow, cultipacker, or other recommended device.

D. Hydroseeding:

- Mix seed, fertilizer, and wood cellulose fiber in required amount of water to product a homogeneous slurry. Add wood cellulose fiber after seed, water, and fertilizer have been thoroughly mixed and apply at the rate of 200 pounds per acre dry weight.
- 2. Hydraulically spray material on ground to form a blotter-like cover impregnated uniformly with grass seed.
- 3. Immediately following application of slurry mix, make separate application of wood cellulose mulch at the rate of 800 pounds, dry weight, per acre.
- 4. Apply cover so that rainfall or applied water will percolate to underlying soil.

E. Mulch:

- 1. Spread evenly at rate of 1 tons per acre.
- 2. Anchor by crimping mulch with serrated disc, or by spraying asphalt emulsion on mulched surface.
- 3. Take precautionary measures to prevent asphalt materials from marking of defacing structures, pavements, utilities, or plantings.

F. Rolling:

- 1. Immediately after seeding, firm entire area except for slopes in excess of 3 to 1 with a roller not exceeding 90 pounds for each foot of roller width.
- 2. If seeding is performed with cultipacker-type seeder or hydroseeding, rolling may be eliminated.

329200 - 5 May 2023 TURF AND GRASSES G. Erosion Control Material: Install in accordance with manufacturer's instructions.

3.5 SODDING

A. Placing:

- Place a maximum of 20 hours after initial harvesting, in accordance with ASPA GSS as modified herein.
- 2. Thoroughly moisten areas to be sodded immediately prior to placing.

B. Spot Sodding:

- 1. Cut sod into plugs 2 inches square or 2 inches in diameter. Place individual pieces on 3 inch centers and press firmly into soil by foot pressure or by tamping.
- 2. Overseed for erosion control on all spot sodded areas.
- 3. Place seed, as specified above, at the rate of 10 pounds per 1,000 square feet.

C. Slopes and Ditches:

- 1. For slopes 2:1 and greater, lay with long edge parallel to slope.
- 2. V-ditches and flat bottomed ditches, lay with long edge perpendicular to flow of water.
- 3. Anchor each piece of sod with wood pegs or wire staples maximum 2 feet on center.
- 4. On slope areas, start sodding at bottom of slope.
- D. Finishing: After completing sodding, blend edges of sodded area smoothly into surrounding area.
- E. Watering: Start immediately after completing each day's sodding. Apply at a rate sufficient to ensure thorough wetting of soil to minimum depth of 4 inches.

3.6 SPRIGGING

A. Rate:

- 1. Perform a maximum 36 hours after initial harvesting. Inspect sprigs for heat damage during planting operation.
- 2. Plant groups of sprigs at 12 inch maximum intervals. Limit interval between dropping sprigs and covering with soil to 10 minutes.

B. Planting:

- C. Overseeding: Broadcast additional seed as specified above, at the rate of 4 pounds per 1000 square feet.
- D. Rolling: Immediately after completion of sprigging operations and additional seeding, if required, roll planted area with cultipacker or roller not exceeding 90 pounds for each foot of roller width.
- E. Watering: Apply at time of sprigging operations at a rate sufficient to ensure thorough wetting of soil to a depth of 4 inches.

3.7 CLEANING AND PROTECTION

- F. Remove soil and debris created by lawn work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto surface of roads, walks, or other paved areas.
- G. Immediately after seeding, sodding, or sprigging, protect the area against traffic or other use.
- H. Restore existing lawn and grass areas which have been damaged during execution of this work to original condition.

May 2023 TURF AND GRASSES

I. Keep one paved pedestrian access route and one paved vehicular access route to each building clean at all times. Clean other paving when work in adjacent areas is complete.

3.7 ESTABLISHMENT PERIOD

A. Definitions:

- Lawns and grasses establishment period will be in effect until all the following conditions are satisfied:
 - a. Stan of lawn and grass is 95% ground cover of established species.
 - b. Stand of lawn and grass contains no more than 2% weed species.
 - c. 90 days have passed from date of initial seed application.

B. Maintenance During Establishment Period:

- 1. Begin mowing when turfgrass reaches a desired height of 2.5 inches. Mow and maintain established turfgrass to a desired height of 2.5 inches once every 10 days after initial mowing.
- 2. Promotion of growth: Mow, remove excess clippings, eradicate weeds, water, fertilize, overseed, and perform other operations necessary to promote growth.
- 3. Apply a starter fertilizer containing phosphorus and potassium to the establishment area after the first mowing. Thereafter, fertilize the establishment area every 21 days with a general maintenance fertilizer containing nitrogen at a rate of 0.5 lbs. nitrogen per 1,000 square feet.

3.8 FINAL INSPECTION AND ACCEPTANCE

- A. Final Inspection and Acceptance:
 - 1. Final inspection will be made upon written request from the Contractor at least 10 days prior to last day of lawn and grasses establishment period.
 - 2. Final acceptance will be based upon a satisfactory stand of lawns and grasses as defined in the paragraph entitled, "Establishment Period.
- B. Replanting: Replant areas which do not have a satisfactory stand of lawns and grasses.
- C. Contractor is to maintain lawns and grasses for one year from completion.

END OF SECTION

May 2023 TURF AND GRASSES

Attachment A Site Photographs

2133 Kingstown Road





2133 Kingstown Road





2133 Kingstown Road





























Attachment B Asbestos Abatement Plan

Asbestos Abatement Plan

Site: URI Fernwood Building 3017 Kingstown Road Kingston, RI 02881



Prepared for:

Owner:

University of Rhode Island 177 Plains Road, Kingston, RI 02881

RI Analytical Project #2023074

DATE: May 25, 2023





TRANSMITTAL to RIDOH

To: Ms. Bonnie Cassani-Brandt

P: 401.222.7784

RI Department of Health, Asbestos Program

E: Bonnie.cassanibrandt@health.ri.gov

Three Capitol Hill, 206 Cannon Building

Providence, RI 02908

Ms. Abigail Bernier

Office 401.874.5500; Cell 401.536.8311 E: akbernier@uri.edu

Industrial Hygienist

Environmental Health & Safety

University of Rhode Island 177 Plains Road, Kingston, RI 02881

FROM: Kenneth Davis

DATE: May 25, 2023

REF: Asbe

CC:

Asbestos Abatement Plan

Site: Fernwood Building, 3017 Kingstown Road, Kingston, RI 02881

RI Analytical Project #2023074

Ms. Cassani-Brandt:

Attached to this Transmittal, please find the following.

(1) Asbestos Abatement Plan for your review and approval – the Plan application fee is waived for Rhode Island State Agencies including URI.

Abatement at the Site will include the following ACM (Table 2 below).

delay		Table 2 - ACM Inv	entory Summary		
HM #	ACM Type (showing layers)	ACM Location(s)	Sample #	Condition	Estimated Quantity
			Asbestos Content		
19	Tar on Asphalt Shingles Asphalt Shingles contaminated with ACM tar, with papers Wood deck	Exterior North Side Roof Edges	019A 5% Chrysotile	(D)(NF)	150 SF Remove the Tar on asphalt shingles with the shingles and materials beneath down to the substrate and out to approx. 2' from the edges as ACM and clean and encapsulate the substrate.
N/ A	Pipe insulation (air-cell type), possibly with hard-joint insulation and fallen debris	Basement near South wall, and assumed hidden inside wall cavities throughout the building	None Assumed ACM	(D)(F)	1 LF Basement, visible 250 LF Allowance, hidden in wall cavities in building

HM = Homogenous Material; F = Friable¹; NF = Non-Friable; I = Intact; D = Damaged (i.e. <10% of the material is damaged); SD = Significantly Damaged (i.e. >10% of the material is damaged); EA = Each; LF = Linear Feet; SF = Square Feet; CF = Cubic Feet

NESHAP Units Calculation

1347771 71017 4101711				
NESHAP unit/RIDOH Abatement Plan Fee Calculation	150 SF/160 SF + 251 LF/260 LF = 1.9 NESHAP			
- 1 NESHAP unit = 260 LF+160 SF+35 CF or combination thereof.	units.			

The following waivers are requested: None

¹ Friable = Material that, when dry, can be crumbled, shattered, pulverized or reduced to powder by hand pressure



RHODE ISLAND DEPARTMENT OF HEALTH

NOTARIZED CERTIFICATION OF ASBESTOS ABATEMENT PLAN

Facility/Building: URI - Fernwood	Building	
Address: 3017 Kingstown Road		
City/Town: Kingston	ZIP: 02881	Amendment Phase No:
Abatement Plan Prepared By: Ker	neth Davis	RIDOH License No.: APD00510
Summary of specific waivers/varia		sted:
(1) None		
•		
Abatement Information		
Abatement Method: (Check all tha	it apply)	
Removal	ŀ	Demolition
Encapsulation	}	✓ Glovebag
Enclosure	Ĺ	✓ Asphalt Roofing
Other (specify):		
Asbestos Contractor: To be determine	ed	RIDOH License No.:
Estimated Starting Date:		
Due Abetement Compline Inform		
Pre-Abatement Sampling Information Bulk samples collected by: Charles E		RIDOH License No.: Al00642
talentines can se il il interne al establica de la companya de la companya de la companya de la companya de la	. 1 100001111	
Bulk samples analyzed by: SanAir	rocci encia de como como monor procumados mente como	RIDOH License No.: PLM00126
Air samples collected by: To be colle		
Air samples analyzed by: To be colle	cted prior to start of	f work RIDOH License No.:
Clearance Air Sampling Informa		
Air samples to be collected by: To be	determined	
Air samples to be analyzed by: To b	e determined	RIDOH License No.:
	CERTIFICA	TION
I certify that: this asbestos abatement plan	n is prepared and subm	nitted under the provisions of Rhode Island General
Laws Chapter 23-24.5 and the Rules and	Regulations for Asbes	stos Control (216-RICR-50-15-1); all abatement/
prescribed in this plan (when approved) a	anction with this plan	will be in compliance with the specifications evision of all applicable federal and state regulations;
and the asbestos abatement/management	activities described in	this plan will be performed by a Rhode Island
licensed asbestos abatement contractor.		
State of Rhode Island, County of Washine, the undersigned notary public, person	who On this	6th day of June ,2023 before
me, the undersigned notary public, person	nally appeared Ahir	gail Bernier (name of
document signer), and proved to me throu	igh satisfactory evidef	he of identification to be the person whose name is
purpose.	nent, and acknowledg	ged that they signed it voluntarily for its stated
· A D		1
Signature of Building Owner or Agent		Abigail Kernier
Signature of Building Owner of Agent		Printed Name of Building Owner or Agent
(official signature and stamp of notary)		Notary Public, State of Phode Island
B 1	H 769697	My Commission Expires NOV. 22, 2026
Printed Name, ID Number Notary Public	101011	Mý CSH filissíon 世次 696971 22 202

Form ASB-16B

Revised June 2022



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

ABATEMENT PLAN APPLICATION

1.	Owner/Contact Name: Abigail Bernier					
	Title: Industrial Hygienist					
	If owned by an organization, organization nar Address: 177 Plains Road	me: URI				
	City/State: Kingston, RI	_{ZIP:} 02881				
	Phone: 401.874.5500	Email: akbernier@uri.edu				
2.	Application prepared by: Name: Kenneth Davis Phone: 401.737.8500 x120	RIDOH License No.: APD00510 Email: kdavis@rianalytical.com				
4.	Location of abatement work: Facility/Building Name: URI Fernwood Street Address: 3017 Kingstown Road					
	City/Town: Kingston, RI	ZIP: 02881				
5.	Reason for Application: (Check all that apply Emergency Plan No. Standard Plan Annual Plan Response to a Notice or Order (attach cop					
6.	Asbestos contractor (if known): Name: To be determined	RIDOH License No.: N/A				

/.	Estimated Abatement Work Dates	
	Start Date: June 15, 2023	Completion Date: August 31, 2023
8.	Abatement Method: (Check all that Removal Encapsulation Enclosure Demolition Other (Specify):	
9.	Facility Type: (Check one) Child Care Facility College/University Hospital Other (Specify): Public building	Private Residential Dwelling Public Housing School/School Building
10	Building Access: (Check one) Public Access Limited Public Access	One Public Access Other (specify)
11	Bulk Sampling: A. Samples collected by: Name: Charles E. Prescott III B. Sampling Methodology: (Check EPA AHERA Sampling requirer Other (Specify): Guidance for Control	
	C. Analytical Service: Name: SanAir D. Analytical Method: (Check one) PLM (Phase Light Microscop TEM (Transmission Electron Other (Specify):	py) Microscopy)

12.		Samples collected by: Name: Prior to start work	RIDOH License No.: N/A
		Affiliation: RI Analytical Laboratories, Inc.	To Be Determined
		Analytical Service: Name: Analytical Method: (Check one)	RIDOH License No.:
		PCM (Phase Contrast Microscopy) TEM (Transmission Electron Microscop Other (Specify):	T (1)
13.		moval and Disposal of Asbestos-Containing How will ACM be removed from the abaten transport the ACM to a disposal site, they means and asbestos materials waste will be placed in doublabeled barrels, and then into double 6-mil plastic lined dum to a licensed asbestos waste facility.	nent site? If a hauler or broker will be used to ust also be identified. le 6-mil labeled poly bags or double 6-mil plastic lined
	В.	Provide the name and location of the author will be transferred for disposal (if known).	ized asbestos waste facility where the ACM
		To be determined.	
14.		oject Monitor: (not required) me:	RIDOH License No.:
	Af	filiation:	
15.		Process & Clearance Air Sampling: Describe in an attachment the type, number collected outside the work area during the al	, and a second of the second o
	B.	Describe in an attachment the plan of action Occupational Air Exposure Standard for Asl exceeded outside the work area during the a	bestos (0.01 fibers per cubic centimeter) is
	C.	Describe in an attachment the type, number collected as part of the final clearance testing	
	D.	Describe in an attachment the plan of action Occupational Air Exposure Standard for Assexceeded during final clearance testing.	

Asbestos Abatement Plan Application Fee:	40
State Agency, fee waived	\$0
Operation & Maintenance Program Only	\$75
Up to One (1) NESHAP Unit	\$75
Between One (1) & Ten (10) NESHAP Units	\$300
Between Ten (10) & Fifty (50) NESHAP Units	\$600
Over Fifty (50) NESHAP Units	\$900
Annual Plan	N/A
	responsible for its content. I License No.: APD00510
certify that this plan was prepared by me, and I am r	
	_ Date: 5/25/23
Name: Kenneth Davis RIDOH	
Name: Kenneth Davis RIDOH	

16. A separate and fully completed Form ASB-16A must be submitted for each area to be

abated. List below the entry in Item 1 from each attached ASB-16A.

Area 1 – Interior Area 2 - Exterior



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

ASBESTOS ABATEMENT PLAN APPLICATION

Supplemental Information: Area Description and Proposed Plan Fernwood Building, 3017 Kingstown Road, Kingston, RI 02881 Facility/Building:				
INSTRUCTIONS: A separate and fully completed Form ASB-16A must be submitted for <i>each area</i> to be abated. All items on this form must be addressed. All references to attachments must be clearly identified. All attachments must be marked with the specific item numbers on this form to which they pertain.				
Area Location/Identification (Room Name/No., etc.): Area 1 – Interior Area 2 - Exterior				
2. Attach a description of each type (e.g., pipe, ceiling, etc.) of asbestos-containing material (ACM) in this area, including condition, location, quantity, and asbestos content. Attach a copy of the laboratory report(s) for all samples. All laboratory reports must include the name of the building(s) and the location(s) of the sample(s).				
3. Attach a current scale drawing of this area, showing direction of North and East, which has been clearly annotated to show the type, location, and quantity of all ACM in this area. This drawing must include a legend which acts as a guide to the scale, symbols and nomenclature used in the drawing. If a master plan or multiple drawings are provided, indicate the specific location(s) and drawing number(s) which depict this area. The location of the decontamination chamber must also be so indicated on the appropriate drawing(s).				
 Proposed Plan: A. Attach a description of the interim Operations and Maintenance Plan that will be implemented in accordance with 1.17.2(B). 				
B. Will any portion of this area be abated by use of 1.14 work procedures? Yes No				
If yes, indicate below which ACM in this area will be abated by use of the following 1.14 work procedures: (Check all that apply)				
✓ 1.14.2 & 1.14.3 Removal Pipe insulation				

1.14.2 & 1.14.4	Encapsulation	
1.14.2 & 1.14.5	Enclosure	
1.14.6	Demolition	
1.14.7	Glovebag	Pipe insulation
1.14.8	Asphalt Roofing	Roof edges
	Other (Specify)	
· -	•	he above selected 1.14 procedure for any of the
Yes No)	
utilize. All item	s must be keyed to	of the waivers requested you are proposing to the specific section(s) of the regulations for
Are you proposing in this area?	alternative procedu	ares under 1.16 for any of the abatement activities
Yes No)	
proposing to uti	lize. <i>Alternate pro</i>	of the alternate procedures requested you are cedures must include a justification for not regulations and be as protective of public health.
Will any ACM rema	ain in this area after	r abatement?
Yes No	Beyond sc	ope of inspection
•	•	CM that will remain and the details of the on- Plan that will be implemented in accordance with
	1.14.2 & 1.14.5 1.14.6 1.14.7 1.14.8 1.14.8 Are you requesting abatement activities Yes No. If yes, attach a coutilize. All item which waivers and an expression of the proposing in this area? Yes No. If yes, attach a coproposing to utilize to the proposing to utilize to th	☐ I.14.7 Glovebag ☐ I.14.8 Asphalt Roofing ☐ Other (Specify) ☐ Other (Specify) ☐ Are you requesting any waivers to to abatement activities in this area? ☐ Yes

ATTACHMENT #1

ASB-16 - 17A-D

The RIDOH-licensed Asbestos Contractor will comply with applicable sections of RIDOH Rules and Regulations for Asbestos Control [216-RICR-50-15-1 – formerly R23-24.5-ASB].

Interior work

Item No. 17A During Abatement Air Sampling

Area air samples shall be collected using 25-mm conductive cassettes with a 50-mm cowl extension containing a 0.8 µm pore or a 0.45 µm pore size Mixed Cellulose Ester (MCE) filter. Sample collection and analysis will be by Phase Contrast Microscopy (PCM) in accordance with the NIOSH 7400 method. The number and location of samples taken per day will be determined by the on-site Industrial Hygienist (IH). At least one PCM air sample will be collected outside each work area during each day of abatement by RI Analytical staff [on-site IH].

Item No. 17B Indoor Non-Occupational Air Exposure Standards during Abatement

Air samples collected outside of work areas during asbestos removal that exceed exposure standard of 0.01 fibers per cubic centimeter (f/cc) will result in work stoppage. Investigate and determine reason for elevated airborne fiber levels. Inspect containment and critical barriers in the area outside containment where counts exceeded the standard. Perform smoke testing if needed to determine locations of containment breach. Repair any tears or improperly sealed flaps or seams.

If visible emissions or debris is observed or contamination suspected outside negative pressure enclosures the Asbestos Contractor will then be responsible for extending the negative pressure enclosure to include the contaminated area in accordance with regulatory and on-site IH requirements. The contaminated area will then be cleaned by the Asbestos Contractor at the Asbestos Contractor's own expense and final air clearance samples will be collected by the IH. These additional air samples will be collected and analyzed by PCM or TEM (Transmission Electron Microscopy, NIOSH method 7402) at the Asbestos Contractor's expense.

Item No. 17C Final Clearance Air Samples

Upon completion of asbestos removal work, a final visual inspection will be conducted to document that all required abatement is complete, and the area meets the "No Visible, Suspect Dust or Debris" criterion. The final air clearance samples will be collected and analyzed with results required to meet the clearance standard of 0.01 f/cc. Final clearance air sample collection and analysis will be in accordance with RIDOH Regulation R23-24.5-ASB C1.3 and include at least one sample for each 500 linear/1,000 square feet (SF) of asbestos or portion thereof (up to 5,000 SF), plus one sample for each additional 5,000 SF or portion thereof, or one sample per room, whichever is greater. A minimum of

two samples per clearance will be collected and analyzed. The collection and analysis of all samples will be in accordance with NIOSH 7400 Method and include utilizing aggressive air sampling techniques to obtain a minimum volume of 1,199 liters.

For exterior and roof work, the asbestos abatement contractor shall collect daily worker breathing zone OSHA compliance air samples for PEL and Excursion Limit verification with 29 CFR 1926.1101 Asbestos in Construction Standard. These samples shall be emailed to the Owner and RIDOH within 1 week of sample collection.

Item No. 17D Indoor Non-Occupational Air Exposure Standards during Clearance

If the Indoor Non-Occupational Exposure Standard for asbestos is exceeded for the final clearance air sample results, the work area will be re-cleaned using wet-wiping and cleaning with HEPA-filter equipped vacuums per RIDOH Regulation B.8.2 (h). Final air clearance samples will be re-collected to determine if the total airborne fiber concentrations are below the OSHA re-occupancy standard. This process of re-cleaning and resampling will be repeated until the clearance air samples meet the regulatory requirements. All re-cleaning, resampling and analysis costs will be paid for by the Asbestos Contractor. The Asbestos Contractor may elect to have failed PCM clearance air sample re-analyzed by TEM NIOSH method 7402 (6-hour laboratory turnaround time) at the Asbestos Contractor's own expense if clearance air samples by PCM fail due to suspected non-asbestos fibers.

ATTACHMENT #2

ASB-16A - 2

Scope of Work:

The following Tables summarize the materials suspected of containing asbestos that were identified during the inspection. The laboratory analytical reports are located in Attachment #3.

EPA, OSHA, and RIDOH define a material that contains greater than one percent (>1%) asbestos utilizing PLM analysis as an ACM^1 . Any materials found to contain $\leq 1\%$ asbestos by PLM laboratory analysis are defined as $ACWM^2$ and must be handled appropriately.

The sample results are summarized in **Table 1** below. The inspection and laboratory analytical reports and chain-of-custody forms are attached.

Table 1

Fernwood Building – Asbestos Bulk Sample Results ID# 19062563 01A-C Damp Proofing Basement None Detected 02A-C Joint Compound None Detected Throughout 03A-C Sheetrock None Detected 04A Flue Packing None Detected 05A Fire Stop None Detected Basement 06A Stair Tread None Detected Stair Tread Adhesive None Detected 07A 08A Ceramic Tile Bedding None Detected 1st and 2nd Floor Bathroom Ceramic Tile Grout None Detected 09A 010A-B 2x4 Ceiling Tile Hallway None Detected

	Material	Location	Asbestos %	Quantity
D11A	Fiberboard Ceiling Panel	Throughout	None Detected	-
012A	Linoleum	M Class Bassa 2 and a second	None Detected	-
013A	Backing to 012A	1 st Floor Room 3 under carpet	None Detected	_
014A	White Linoleum	M Sleep Boom Evender comet	None Detected	-
015A	Backing to 014A	1 st Floor Room 5 under carpet	None Detected	-
018A	Beige Linoleum	old Flancoland	None Detected	-
017A	Backing to 016A	3 rd Floor Closets	None Detected	_
018A-C	Window Glazing	20.0	None Detected	_
019A-C	Asphalt Shingles	Exterior	None Detected	-
019A	Tar on Asphalt Shingle	Exterior North Side Roof Edges	5% Chrysotile	~150 sf
020A-C	Tar Paper	Exterior - Under Asphalt Shingles	None Detected	-
021A-B	Lexonite	Exterior – Edges and Penetrations	None Detected	-
022A	Grey Vent Caulk	Exterior - Vent Pipes	None Detected	-
023A-B	Tar Paper	Exterior - Under Siding	None Detected	-
=	Air-Cell Pipe Insulation	Basement	Positive	~1 If observed ~250 If assumed

¹ ACM = Asbestos-Containing Materials

² ACWM = Asbestos-Containing Waste Materials

Utilizing the EPA, OSHA, and RIDOH protocol and criteria, laboratory analyses identified homogeneous materials noted in **Table 2** as ACM.

		Table 2 - ACM Inv	entory Summary		
HM #	ACM Type (showing layers)	ACM Location(s)	Sample #	Condition	Estimated Quantity
			Asbestos Content		
19	Tar on Asphalt Shingles Asphalt Shingles contaminated with ACM tar, with papers Wood deck	Exterior North Side Roof Edges	019A 5% Chrysotile	(D)(NF)	150 SF Remove the Tar on asphalt shingles with the shingles and materials beneath down to the substrate and out to approx. 2' from the edges as ACM and clean and encapsulate the substrate.
N/ A	Pipe insulation (air-cell type), possibly with hard-joint insulation and fallen debris	Basement near South wall, and assumed hidden inside wall cavities throughout the building	None Assumed ACM	(D)(F)	1 LF Basement, visible 250 LF Allowance, hidden in wall cavities in building

HM = Homogenous Material; F = Friable³; NF = Non-Friable; I = Intact; D = Damaged (i.e. <10% of the material is damaged); SD = Significantly Damaged (i.e. >10% of the material is damaged); EA = Each; LF = Linear Feet; SF = Square Feet; CF = Cubic Feet

NESHAP Units Calculation

NESHAP unit/RIDOH Abatement Plan Fee Calculation	150 SF/160 SF + 251 LF/260 LF = 1.9 NESHAP
	units.

The Asbestos Abatement Plan application fee is waived for Rhode Island State Agencies including URI.

Notes:

- 1. {F} = Friable (materials not shown as friable, and those shown as non-friable, that may become friable during the course of the work must be considered as friable.
- 2. Quantities are approximate it is the contractor's responsibility to verify quantities as well as site conditions.
- 3. [Blank]
- 4. Refer to Owner's Contract Documents including bid forms, drawings, and specifications the strictest interpretation of all documents and regulations shall apply where conflicts in the documents arise. The Contractor will comply with the Owner's Contract Documents including drawings.
- Remove and dispose of ACM identified in the abatement plan in accordance with all applicable federal, state and local rules and regulations including EPA, OSHA, RIDEM and RIDOH rules and regulations.
- 6. All workers are to use protective clothing and respiratory protection as well as comply with all regulations, including OSHA regulations for asbestos abatement and building renovation. It is the Contractor's responsibility to correctly select personnel protective equipment and respiratory protection and medical surveillance for all hazardous materials likely to be encountered.
- 7. Contractor is responsible for all regulatory (including OSHA) compliance for all hazardous materials, including regulations related to disturbing paint that may contain lead or other hazardous materials. The Owner, its sub-consultants

³ Friable = Material that, when dry, can be crumbled, shattered, pulverized or reduced to powder by hand pressure

- and their agents and sub-contractors are not responsible for the Contractor's means and methods and regulatory compliance.
- 8. The Contractor shall conduct daily OSHA STEL and PEL personnel air monitoring of asbestos abatement workers to demonstrate compliance with the provisions of OSHA 29 CFR 1926.1101. The on-site Industrial Hygienist (IH) may conduct periodic PCM air testing (NIOSH 7400 method) at representative interior areas adjacent to and outside of interior containment work areas during the abatement work. See above for roof work air sampling on workers.
- 9. Install barriers in a manner to avoid damage to finishes and surfaces. Pre-clean (prior to barrier installation) and post clean (after barrier removal) work areas. The Asbestos Contractor will ensure that no building components or equipment are damaged by the Asbestos Contractor's work methods.
- 10. Unless otherwise directed by the Owner's Representative or IH, critical barriers shall comprise a wood stud frame wall with outside ¼" smooth plywood or hardboard sheeting installed from the floor up to the ceiling and covered on the interior side (abatement work side) with 2 layers of 6-mil polyethylene (poly) sheeting, with gaps sealed with foam, spray adhesive, and plastic.
- 11. The Asbestos Abatement Contractor must consult with Owner prior to submitting a bid regarding who will supply water, power and drains required to complete the work. GFCI cords and panels, hoses and shut off valves are to be provided by the Asbestos Abatement Contractor.
- 12. Decontamination facility (Decon, Decon unit, Decon facility) 3-stage decontamination facilities with hot and cold-water showers, 5 μm final waste water filter with pump activated by float switch, and disposable towels shall be used for the work. The Decon facility shall be maintained clean, neat, and free of stored items, except for supplies of disposable towels and waste receptacles, at all times.
- 13. The Asbestos Contractor will use an opaque encapsulant and/or add dye to the encapsulant, if requested by the Owner's Representative, at no extra cost. The encapsulant product data sheet shall be provided to the Owner for approval of compatibility with the new and existing finishes, materials and building components. A bridging encapsulant shall be used if requested by the Owner at no additional cost.
- 14. The Contractor shall designate 1 (one) asbestos abatement site supervisor for the project that shall be licensed by and in good standing with the RIDOH. The supervisor shall have a minimum of 5 (five) years of experience as an asbestos abatement site supervisor without violations, citations, or legal judgments. The asbestos abatement site supervisor shall attend pre-construction meetings as required by Owner. The designated asbestos abatement site supervisor shall be on site at all times during the work. The Contractor shall maintain a licensed asbestos abatement worker outside the containment areas at all times during the work. The Owner reserves the right to immediately dismiss any Contractor employee from the site for any reason whatsoever.
- 15. The Contractor will ensure that no water escapes work areas and leaks into adjacent non-work areas. All water shall be turned off and disconnected at the sources at the end of each work shift and verified as not leaking. The contractor is responsible for water damage as a result of their setup and failure to monitor and shut off the water.
- 16. The Contractor shall post signs on all exterior doors to the building identifying the locations and nature of the work in accordance with RIDOH regulations Subparagraph B.8.2 (g).
- 17. The Asbestos Contractor shall coordinate work with Owner's Representative, General Contractor, and other trades to ensure work areas are not disturbed and the integrity of the building is maintained and protected from weather and unauthorized entry.
- 18. High-Efficiency Particulate Air (HEPA) Unit Exhausts 6- or 8-mil poly factory-made 12" diameter tubing with no joins or tees, secured through plywood with 12" diameter holes at Owner-provided location directly to the exterior and away from air intakes or ingestion pathways. Verify HEPA units are in good working order with 3 filters (course, fine, and HEPA) securely in place with gaskets and no gaps between metal exhaust tube mounting collar and unit housing. HEPA unit exhausts that pass through interior building areas outside of regulated areas prior to exiting to the exterior shall

- consist of double, 6-mil poly tubing. The Asbestos Contractor shall remove any bars or screens on windows where HEPA units exhaust and replace them after completion of the work in the same manner as they were originally fastened.
- 19. Containment setups, Decontamination facility locations and HEPA unit quantities and locations on the attached drawing are schematic only and site conditions, availability of water, power and drains, as well as scheduling and other requirements may require modifications to be made, which must be reviewed in advance with the IH.
- **20.** Costs associated with amendments to the RIDOH approved abatement plan and change notifications to RIDOH and EPA and any associated delays are the responsibility of the Contractor.
- 21. Phasing/scheduling of the work shall meet the requirements of the Owner.
- 22. Maintain negative 0.020" water pressure differential inside work containment areas relative to outside with good airflow throughout the containment work areas. Demonstrate using contractor supplied, calibrated manometer to IH that sufficient negative pressure is being maintained.
- 23. Keep one spare HEPA-filtered work area ventilation unit inside each negative pressure enclosure as a spare in case a unit fails or additional negative pressure is needed, in addition to sufficient units to maintain 4 air changes per hour at -0.020" water column containment differential pressure with good airflow throughout interior work areas.
- 24. The Asbestos Contractor will clean by HEPA vacuuming and damp wiping with amended water and move any free-standing and stored items in the way of abatement activities into adjacent non-work areas prior to commencement of setup.
- 25. If necessary, as determined by Owner or Owner's representative, the Asbestos Contractor shall clean and protect fire-suppression system heads and piping. The asbestos Contractor is responsible for damage to the fire-suppression system and any associated damage to building materials and contents caused by said damage.
- 26. Protect all wiring (electrical, communication, fire, alarm, etc.). Lock out and tag out as required for safety, regulatory compliance, and Owner's requirements. The Asbestos Contractor shall protect all exit signs, thermostats, fire system boxes, fire pull boxes, electrical junction boxes and associated conduit, and other electrical components that are in the work areas prior to commencement of abatement work. The Contractor is responsible for damage to these items.
- **27.** Clean and protect all other buildings systems, components, piping, and work area contents. Clean and protect light fixtures decontaminate as necessary.
- 28. The Contractor shall immediately comply and abide by all directives and stop work orders from Owner, Owner's representative or on-site IH/Project Monitor without prejudice and at no cost to Owner, Owner's representative or on-site IH/Project Monitor.
- 29. The Contractor shall provide a copy of all permits and notifications to the Owner and IH/Project Monitor at the time of submission to applicable agencies, including to EPA and RIDOH. No work or preparation for work shall be undertaken prior to receipt of these permits and notifications.

ATTACHMENT #3

Bulk Asbestos Laboratory Analytical Reports and Chain-of-Custody Forms Inspection Report



The Identification Specialists

Analysis Report prepared for Environmental Consulting & Management Inc

Report Date: 12/13/2019

Project Name: URI Fernwood Building

Project #: 190874

SanAir ID#: 19062563

NV LAP®

NVLAP LAB CODE 200870-0

1551 Oakbridge Dr. Suite B | Powhatan, Virginia 23139-8061 888.895.1177 | 804.897.1177 | fax: 804.897.0070 | IAQ@SanAir.com | SanAir.com



SanAir ID Number 19062563 FINAL REPORT 12/13/2019 4:19:35 PM

Name: Environmental Consulting & Management Inc

Address: 50 Kickemuit Ave

Bristol, RI 02809

Phone: 401-438-1360

Project Number: 190874

P.O. Number:

Project Name: URI Fernwood Building

Collected Date: 12/4/2019

Received Date: 12/9/2019 9:05:00 AM

Dear Chad Prescott,

We at SanAir would like to thank you for the work you recently submitted. The 38 sample(s) were received on Monday, December 09, 2019 via FedEx. The final report(s) is enclosed for the following sample(s): 01A, 01B, 01C, 02A, 02B, 02C, 03A, 03B, 03C, 04A, 05A, 06A, 07A, 08A, 09A, 010A, 010B, 011A, 012A, 013A, 014A, 015A, 016A, 017A, 018A, 018B, 018C, 019A, 019B, 019C, 020A, 020B, 020C, 021A, 021B, 022A, 023A, 023B.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

Sandra Sobrino

Asbestos & Materials Laboratory Manager

andra Sobiino

SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter

- Analysis Pages

- Disclaimers and Additional Information

Sample conditions:

- 38 samples in Good condition.



Name: Environmental Consulting & Management Inc

Address: 50 Kickemuit Ave

Bristol, RI 02809

Phone: 401-438-1360

Project Number: 190874

P.O. Number:

Project Name: URI Fernwood Building

Collected Date: 12/4/2019

Received Date: 12/9/2019 9:05:00 AM

Analyst: Li, Elizabeth

Asbestos Bulk PLM EPA 600/R-93/116

ALCO VICE OF THE	Stereoscopic	Com	ponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
01A / 19062563-001 Damp Proofing	Black Non-Fibrous Heterogeneous		100% Other	None Detected
01B / 19062563-002 Damp Proofing	Black Non-Fibrous Heterogeneous		100% Other	None Detected
01C / 19062563-003 Damp Proofing	Black Non-Fibrous Heterogeneous		100% Other	None Detected
02A / 19062563-004 Joint Compound	White Non-Fibrous Homogeneous		100% Other	None Detected
02B / 19062563-005 Joint Compound	White Non-Fibrous Homogeneous		100% Other	None Detected
02C / 19062563-006 Joint Compound	White Non-Fibrous Homogeneous		100% Other	None Detected
03A / 19062563-007 Sheetrock	White Non-Fibrous Homogeneous		100% Other	None Detected
03B / 19062563-008 Sheetrock	White Non-Fibrous Homogeneous	5% Cellulose	95% Other	None Detected
03C / 19062563-009 Sheetrock	White Non-Fibrous Homogeneous	5% Cellulose	95% Other	None Detected
04A / 19062563-010 Flue Packing	Brown Non-Fibrous Homogeneous		100% Other	None Detected

Analyst:

Elizabeth Li

Approved Signatory:

Constin War

Analysis Date:

12/13/2019

Date:



Name: Environmental Consulting & Management Inc

Address: 50 Kickemuit Ave

Bristol, RI 02809

Phone: 401-438-1360

Project Number: 190874

P.O. Number:

Project Name: URI Fernwood Building

Collected Date: 12/4/2019

Received Date: 12/9/2019 9:05:00 AM

Analyst: Li, Elizabeth

Asbestos Bulk PLM EPA 600/R-93/116

	Stereoscopic	Com	ponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
05A / 19062563-011 Fire Stop	Red Non-Fibrous Homogeneous	5% Glass	95% Other	None Detected
06A / 19062563-012 Stair Tread	Grey Non-Fibrous Homogeneous		100% Other	None Detected
07A / 19062563-013 Stair Tread Adhesive	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
08A / 19062563-014 Bedding	Grey Non-Fibrous Homogeneous		100% Other	None Detected
09A / 19062563-015 Grout	Tan Non-Fibrous Heterogeneous		100% Other	None Detected
010A / 19062563-016 2X4 Ceiling Tile	White Fibrous Homogeneous	35% Cellulose 35% Glass	30% Other	None Detected
010B / 19062563-017 2X4 Ceiling Tile	White Fibrous Homogeneous	35% Cellulose 35% Glass	30% Other	None Detected
011A / 19062563-018 Fiberboard Panel	Brown Fibrous Homogeneous	99% Cellulose	1% Other	None Detected
012A / 19062563-019 Linoleum	Beige Non-Fibrous Heterogeneous		100% Other	None Detected
013A / 19062563-020 Backing To 012A	White Fibrous Homogeneous	50% Cellulose 10% Synthetic	40% Other	None Detected

Analyst:

Elizaulth Li

Approved Signatory:

Johnston Whom

Analysis Date:

12/13/2019

Date:



Name: Environmental Consulting & Management Inc

Address: 50 Kickemuit Ave

Bristol, RI 02809

Phone: 401-438-1360

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Received Date: 12/9/2019 9:05:00 AM

Analyst: Li, Elizabeth

Asbestos Bulk PLM EPA 600/R-93/116

	Stereoscopic	Com	ponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
014A / 19062563-021 Linoleum	White Non-Fibrous Heterogeneous		100% Other	None Detected
015A / 19062563-022 Backing To 014A	White Fibrous Homogeneous	50% Cellulose 10% Synthetic	40% Other	None Detected
016A / 19062563-023 Linoleum	Beige Non-Fibrous Homogeneous	15% Cellulose	85% Other	None Detected
017A / 19062563-024 Backing To 016A	Black Fibrous Homogeneous	65% Cellulose	35% Other	None Detected
018A / 19062563-025 Window Glazing	Tan Non-Fibrous Homogeneous		100% Other	None Detected
018B / 19062563-026 Window Glazing	Tan Non-Fibrous Homogeneous		100% Other	None Detected
018C / 19062563-027 Window Glazing	Tan Non-Fibrous Homogeneous		100% Other	None Detected
019A / 19062563-028 Asphalt Shingles, Shingle	Grey Non-Fibrous Heterogeneous	30% Cellulose	70% Other	None Detected
019A / 19062563-028 Asphalt Shingles, Tar	Black Non-Fibrous Homogeneous		95% Other	5% Chrysotile
019B / 19062563-029 Asphalt Shingles	Grey Non-Fibrous Heterogeneous	30% Cellulose	70% Other	None Detected

Analyst:

Elizabeth Li

Approved Signatory:

Johnston Whan

Analysis Date:

12/13/2019

Date:



Name: Environmental Consulting & Management Inc

Address: 50 Kickemuit Ave

Bristol, RI 02809

Phone: 401-438-1360

Project Number: 190874

P.O. Number:

Project Name: URI Fernwood Building

Collected Date: 12/4/2019

Received Date: 12/9/2019 9:05:00 AM

Analyst: Li, Elizabeth

Asbestos Bulk PLM EPA 600/R-93/116

	Stereoscopic	Com	oonents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
019C / 19062563-030 Asphalt Shingles	Green Non-Fibrous Heterogeneous	15% Glass	85% Other	None Detected
020A / 19062563-031 Tar Paper	Black Non-Fibrous Heterogeneous	25% Glass	75% Other	None Detected
020B / 19062563-032 Tar Paper	Black Fibrous Homogeneous	65% Cellulose	35% Other	None Detected
020C / 19062563-033 Tar Paper	Black Fibrous Homogeneous	65% Cellulose	35% Other	None Detected
021A / 19062563-034 Lexonite	Black Non-Fibrous Homogeneous	10% Cellulose	90% Other	None Detected
021B / 19062563-035 Lexonite	Black Non-Fibrous Homogeneous	10% Cellulose	90% Other	None Detected
022A / 19062563-036 Vent Caulking	Grey Non-Fibrous Homogeneous		100% Other	None Detected
023A / 19062563-037 Siding Tar Paper	Brown Fibrous Homogeneous	95% Cellulose	5% Other	None Detected
023B / 19062563-038 Siding Tar Paper	Brown Fibrous Homogeneous	95% Cellulose	5% Other	None Detected

Analyst:

Elizabeth Li

Approved Signatory:

12/13/2019

Date:

Analysis Date:

Disclaimer

The final report cannot be reproduced, except in full, without written authorization from SanAir. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample and information provided by the client. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Samples are held for a period of 60 days.

For NY state samples, method EPA 600/M4-82-020 is performed.

Polarized- light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

Asbestos Certifications

NVLAP lab code 200870 City of Philadelphia: ALL-460

PA Department of Environmental Protection Number: 68-05397

California License Number: 2915
Colorado License Number: AL-23143
Connecticut License Number: PH-0105
Massachusetts License Number: AA000222

Maine License Number: LB-0075 New York ELAP lab ID: 11983

Rhode Island License Number: AAL-126

Texas Department of State Health Services License Number: 300440

Commonwealth of Virginia 3333000323 Washington State License Number: C989 West Virginia License Number: LT000566

Vermont License: AL166318

Revision Date: 11/30/2017

ASB-16A - 4A

Operations & Maintenance (O&M) Plan

Interim Operations & Maintenance Plan

Contractors and personnel associated with the building are aware of the presence and location of ACM within the above stated areas through review of the Asbestos Inspection Report and this Asbestos Abatement Plan. They have been instructed not to disturb the material due to the potential health hazards if fibers become airborne. The Owner will follow regulatory requirements if a disturbance occurs. If previously unidentified, suspect building materials are discovered, a RIDOH-licensed Asbestos Inspector shall be summoned to evaluate the situation and take appropriate actions.

1. Notification

All personnel, including any contractors, entering the building and/or premises to perform work, shall be notified of the presence and location of ACM and cautioned regarding disturbance of the material(s). If an emergency fiber release occurs, the following procedures shall be initiated.

2. Fiber Release Episodes

A. Minor Release Episode

If a minor fiber release episode occurs (release of less than 10 linear feet or 25 square feet of material), trained maintenance staff or an asbestos abatement contractor may perform the cleaning. Access to the area shall be restricted during clean up. All debris shall be thoroughly wetted using amended water and placed in labeled, double six-mil polyethylene bags. The area shall then be cleaned using HEPA filtered vacuums and/or wet cleaning methods. Damaged material must be cleaned and repaired with non-asbestos-containing material. The area shall then be evaluated to decide if further action is necessary.

B. Major Release Episode

If a major fiber release episode occurs (falling or dislodging of more than 10 linear feet or 25 square feet of ACBM), the cleaning must be carried out and directed by persons accredited to conduct and design response actions. After such an episode, the area shall be immediately restricted and entry to the area prevented. Warning signs shall be posted to caution people other than those qualified to deal with the problem. Air handling units in the area shall be shut down to prevent the spread of fibers beyond the problem area. A response action shall be designed and carried out by qualified personnel.

3. Training

Any employee who, because of their work, may disturb ACM, shall be trained and certified as a Competent Person as described by the R.I. Rules and Regulations for Asbestos Control. The program coordinator shall ensure that the procedures described above to protect the personnel shall be followed for any operations and maintenance activities disturbing or involving ACM.

Long Term Operations and Maintenance Program

There are other areas and materials that were beyond the scope of URI project work.

Description of Waivers

The following waivers are being applied for in association with this work:

1. None.

Drawings

Not to scale. Typical ACM setups - setups are not shown at all locations. Actual setup configuration will be determined by the Contractor based on site conditions, access restrictions and Owner's requirements. Refer to contract documents including drawings for renovation/demolition areas as well as details and dimensions. There is potential for hidden ACM.

KC39A



3071 Kingstown Road — Communicative Disorders
3071 Kingstown Road
Kingston, RI 02881

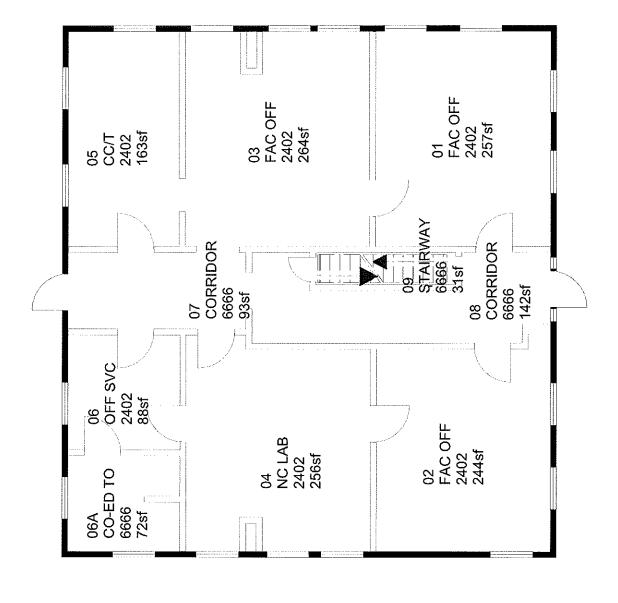


39A 3071 Kingstown Rd.

1139 BASEMENT

7/17/02

CΥF



3071 Kingstown Rd.

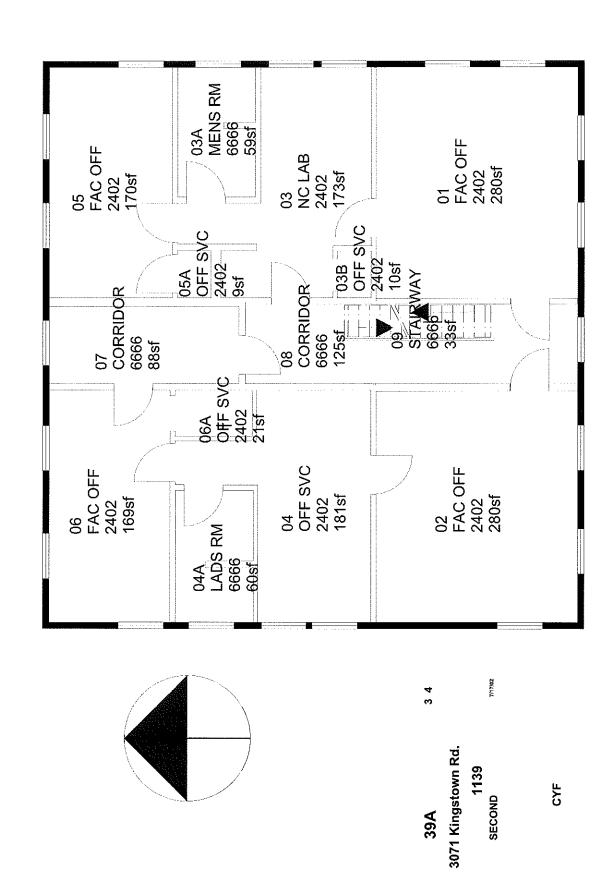
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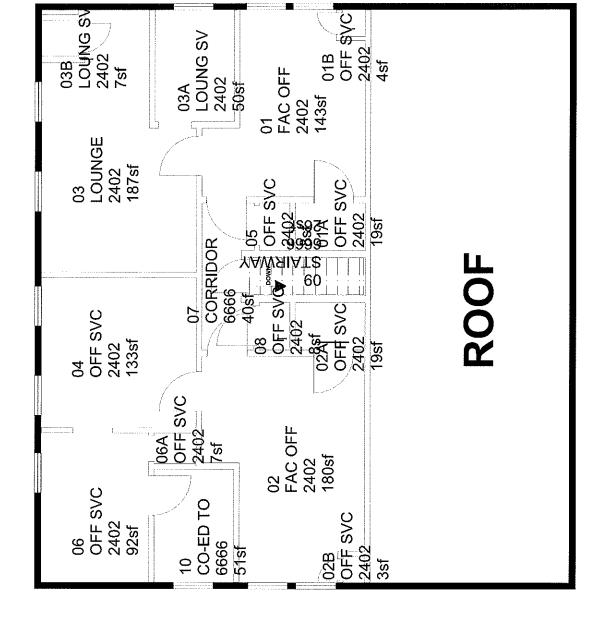
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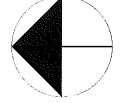
1139 FIRST

7/17/102

CYF







CYF

7/17/02

3071 KINGSTOWN RD

39A

1139

THIRD



Typical Abatement Set-Up

AA.05



Pre-Abatement (Background) Air Sample Results

To be collected for interior work prior to commencement of setup by the asbestos abatement contractor and submitted to the Owner and RIDOH prior to start of abatement work.

Attachment C Asbestos Abatement Plan RIDOH Approval



Rhode Island Department of Health

3 Capitol Hill Providence. RI 02908-5097

TTY: 711 www.health.ri.gov

June 15, 2023

University of Rhode Island Abigail Bernier 177 Plains Road Kingston, RI 02881

Plan No.: 200233

Dear Owner/Agent:

The Rhode Island Department of Health (RIDOH) reviewed and approved the Asbestos Abatement Plan you submitted for URI - Fernwood Building, 3017 Kingstown Rd South Kingstown. The plan will expire 12 months from the date of this letter and the work must begin within six months of this approval date.

The asbestos abatement work must be performed by a RIDOH-licensed Asbestos Contractor in accordance with all other requirements of the Rules and Regulations for Asbestos Control (216-RICR-50-15-1). A Start Work Notification (ASB-22) must be submitted to RIDOH at least 10 business days before the work begins. In addition, the Asbestos Supervisor must notify RIDOH at 401-222-7796 when site preparation begins. Clearance air sample results and confirmation of disposal of asbestos must also be submitted to RIDOH in accordance with 216-RICR-50-15-1.

Please contact Daniel Ziobro, 401-222-3611 or <u>doh.asbestos@health.ri.gov</u> if you have any questions regarding these requirements.

Sincerely,

Bonnie Cassani-Brandt

Asbestos & Radon Program Manager Center for Healthy Homes & Environment Division of Environmental Health

Cc: Asbestos Consultant



Attachment D

Site Plans







Attachment E Supporting Documents

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS



Department of Administration DIVISION OF CAPITAL PROJECTS AND PROPERTY MANAGEMENT BUILDING CODE COMMISSION

One Capitol Hill Providence, RI 02908-5859 (401)-222-3032 FAX 222-2599

Application Process for Demolition Permits

Applications for demolition of any state owned building to the Rhode Island Building Code Commission will have the following minimum requirements, verify prior to application based on scope.

RIGL 23-27.3 100- Governs the application, permitting, qualifications.

§ 23-27.3-116.1 Service connections.

Before a building may be demolished, razed, shored, or removed, the owner or the owner's agent shall notify all utilities or agencies having service connections within the building, including, but not limited to, water, electric, gas, sewer, and other connections. A permit to demolish or remove a building shall not be issued until a written release is obtained from all utilities or agencies, stating that their respective service connections and appurtenant equipment, such as meters and regulators, have been removed or sealed and plugged in a safe manner.

To comply with **116.1** the applicant must submit service disconnect verification notices from each utility servicing the site. Any additional building services that are not supplied by a public utility are also to be disconnected and removed to a safe distance beyond the proposed construction limits. An example of these would be Private Service Steam Distribution, Water supply, Sewage Ejection Lines, Underground Lawn Sprinkler Systems or any similar feature. Notification and Coordination with Dig Safe is also required 48 Hours in advance of commencement of any work.

§ 23-27.3-116.2 Buildings to be rodent-eradicated prior to demolition.

No buildings or structures shall hereafter be razed or demolished unless, and until, provisions are made for the rodent eradication of the buildings or structures.

The Generally accepted standard for compliance is that baiting has been accomplished.

§ 23-27.3-116.8 Bonds and liability insurance.

Prior to the issuance of a permit to move or demolish a building, a certificate of insurance and a one hundred percent (100%) performance bond shall be filed with the local building official or, in the case of a state project, with the state building commissioner. The amount of paid certificate shall be determined by the municipality or the state building commission respectively.

To comply with 116.8 a current certificate of insurance must be submitted with the application. The certificate must also list the State of Rhode Island as a co-insured for the project proposed.

§ 23-27.3-117.0 Removal of structures.

§ 23-27.3-117.1 Lot regulation.

When a building or structure has been demolished or removed and no building operation has been projected or approved, the vacant lot shall be filled with non-organic fill, graded and maintained in conformity with adjacent grades. The lot shall be maintained free from the accumulation of rubbish and all other unsafe and hazardous conditions which endanger the health, safety, and welfare of the public; provisions shall be made to prevent the accumulation of water or damage to any foundations on the premises or the adjoining property; and necessary retaining walls and fences shall be erected in accordance with the provisions of this chapter.

The "Demolition" of structures involve the <u>complete removal of the structure</u>, utilities and foundation, and the filling, compaction and stabilization of the site. There is nothing left but land when a "Demolition Permit" is issued"

Projects that do not require the "Demolition" of but remove portions of an existing facility or portions of an interior involving the Removal and Disposal of interior elements and portions of a structure are NOT DEMOLITION in the sense that a Demolition Permit is required. For such work where the foundation is not removed and graded to adjacent conditions a "Building Permit" is required to be issued.

	Demolition I	Permit Application Requirements
1.	Department or Agency Notice.	A Letter from the Director of the Agency requesting the demolition indicating knowledge and concurrence with the proposed demolition request.
2	Hazardous materials clearance report.	A report from a properly designated agency as to the presence and proper abatement of any hazardous materials within or around the structure. Final Clearance verification is required. Work described in the abatement Plan must be completed prior to issuance of any Demolition Permit. Submission of completion must be verified by the Rhode Island Dept of Health RIDOH Abatement Plan Approval Specifically Asbestos in compliance with RI Health Department RULES AND REGULATIONS FOR ASBESTOS CONTROL [R23-24.5-ASB] requires licensed http://www2.sec.state.ri.us/dar/regdocs/released/pdf/DOH/4820.pdf
3.	Verification of RIHP	Rhode Island Historic Preservation input is requested on any facility older than 25 years of age. http://www.preservation.ri.gov/ Seek this opinion when first considering property demolition. We will notify this agency of all appropriate applications for demolition prior to issuing any permit.
4.	Demolition Permit Application	Sample of Demolition Permit attached to this document
5.	Utility Disconnect Verifications and Rodent eradication provisions	A document on Utility Letterhead that each Utility has been disconnected and lateral deactivated or removed from the curb or service entrance point and rodent eradication provisions have been implemented.
6.	Certificate of Insurance	Per 23-27.3.117.1
7.	Bond	Per 23-27.3.117.1 A Performance Bond for 100% of the Demolition and Disposal is required for all projects under the jurisdiction of the Rhode Island Building Code Commission.
8.	Contractor Registration	Rhode Island Contractor Registration or Appropriate Rhode Island Department of Labor Hoisting / Trucking License
9.	Dig-Safe	Dig-Safe Verification Number "48 HOURS IN ADVANCE" http://www.digsafe.com/laws_statelawref.htm
10.	Fees	Fee based on schedule in RISBC-9 Residential - \$50.00 per Structure Commercial - \$100.00 per Structure Checks only Payable to "State of Rhode Island"

MOVING OR DEMOLITION PERMIT APPLICATION

MUNICIPALITY					
TOTAL GODE			<u> </u>		
	MOVIN	G ONLY			
To the Building Official:				. :	
The undersigned hereby applies	-				
said building conform to the requirement		-			
agrees to conform to all the requireme			•	-	
buildings, and to post a certificate of lia	bility insur	ance and a 100% p	erformance bond, wh	ien required.	
To be moved from			an	d placed on	
			moved over the foll	owing route	
				and,	
to be moved by	_date of p	proposed moving_			
Dimensions of structure: Length	_Width	Height	Stories		
Plat/Map #Lot/Block #		File/Parcel #	Area	7.7.7	
Said structure to be used for					
Estimated Cost \$		O'cont.			
Bond/		Signature o	of owner or authorized age	int	
nsurance Posted		Address		Tel. No.	
	DEMOLIS	TION ONLY			
	DEMOLI	TION ONLY			
To The Building Official:		is so downalish a bud	14:		
The undersigned hereby applies	_				
conform to all the conditions, limitatio		-	_	and to post a	
100% performance bond and a certifi					
Location		Type of	construction		
Former building use					
Plat/Map #Lot/Block #					
Building Wrecker			Estimated Cost	\$	
Insurance Bond Posted					
	Pate	Signature	of owner or authorized ag	jent	
		Address		Tel. No.	
Written notification by registered mail must be mad	e Ther	eby (approve) or (di	isapprove) this appli	cation as	
10 days prior to demolition to all utilities and 4 hours notification to DIG SAFE in accordance wit	8	ant forth			
he State Law Title 39 Chapter 39.	,,				
Call 1-800-225-4977.			iilding Official		
	Reas	son for disapprova			
	PI FA	SE ANSWER ALL OUEST	IONS ON REVERSE SIDE O	OF WHITE COPY	
		FILE (LOCATION)	O. I.S OFF TEXTS FOR GIVE U	2168	
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Telephone Company	20 No. 2	Electric Comp	pany
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la julius (m. 1901). Villas likale of trigoryk etyty as Galorsi	o was each new	ligación de	a. 140. 19
The undersigned abutting owners and tenant trees and shrubs on their premises as may be ne			
			19
I hereby give my consent to cut and disturb passage on	such trees an	d shrubs as ma	ay be necessary for
for the purpose of moving or	demolition of	said building.	y uprestret in Navigrafiote volteet
		Public Works D	rector:
A COLOR STATE OF THE STATE OF T			19
We hereby give our consent to move said	building over t	he aforementic	oned route.
Fire Chief	Police Chief		
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