

PROJECT MANUAL

URI Steam Plant Boiler Room Structural Repairs

**University of Rhode Island
Kingston Campus**

Feb. 23, 2023

Updated May 7, 2024

Odeh Project No. 2022-00173

05/07/24URI Job Number: KC.U.STEA.2022.001

Owner: State of Rhode Island, University of Rhode Island, and URI Board of Trustees

In care of: Office of Capital Projects
University of Rhode Island
Sherman Building, 60 Tootell Rd. Kingston, RI 02881
Attn: Ken Ferrebee, 401-874-7839, 401-207-6233
kferrebee@noresco.com

Design Agent: **odeh engineers**
1223 Mineral Spring Ave., Providence, RI 02904
Attn: Richard Shaw, 401-724-1771

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DOCUMENT 00 0110 - TABLE OF CONTENTS

All documents dated 2/23/23 unless noted otherwise

PROCUREMENT AND CONTRACTING REQUIREMENTS

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

00 0010	Cover	05/05/24
00 0050	Title Page	05/07/24
00 0110	Table of Contents	05/07/24
00 0115	List of Drawings	05/07/24
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	
01 1020	Attachment B – Fire Protection Impairment Form	
01 2000	Price and Payment Procedures	
01 2010	Attachment A – Price and Payment Procedures	
01 2020	Attachment B – MBE Utilization Form	
01 3000	Administrative Requirements	
01 3010	Attachment A – Administrative Requirements	
01 3300	Submittal Procedures	
01 3310	Attachment A – Submittal Procedures	
01 3320	Attachment B – Submittal Procedures	
01 4000	Quality Requirements	
01 4010	Attachment A – Quality Requirements	
01 5000	Temporary Facilities and Controls	
01 5010	Attachment A – Temporary Facilities and Controls	
01 5020	Attachment B – Temporary Facilities and Controls	
01 6000	Product Requirements	
01 6010	Attachment A – Product Requirements	
01 7000	Execution Requirements	
01 7010	Attachment A – Execution Requirements	
01 7020	Attachment B – Execution Requirements	
01 7320	Waste Management	
01 7331	Attachment A – Waste Management	
01 7800	Closeout Requirements	
01 7820	Attachment A – Closeout Requirements	

DIVISION 03 – CONCRETE

See Drawings for concrete repair specifications

END OF DOCUMENT

DOCUMENT 00 0115 - LIST OF DRAWINGS

Dwg. No. Drawing Title All dated 05/07/24 unless noted otherwise

Cover/Title Sheet

STRUCTURAL

S0.0	3D VIEWS & GENERAL SCOPE OF WORK
S1.0	OVERALL BASEMENT LEVEL PLAN
S1.1	OVERALL FIRST FLOOR PLAN
S2.0	AREA A – NORTH WING DEFICIENCIES
S2.1	AREA B – SOUTH WING DEFICIENCIES
S3.0	TYPICAL CONCRETE REPAIR DETAILS

END OF DOCUMENT

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



AIA® Document A101™ – 2017

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

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

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

State of Rhode Island One Capitol Hill, Second Floor
Providence, Rhode Island 02908-5855
401.578.8100 (telephone); 401.574.8387 (facsimile)
www.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 (facsimile)
<http://web.uri.edu/purchasing/>
and

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

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

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

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

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

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

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

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

The parties should complete A101™–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.

The Owner and Contractor agree as follows.



Init.

/

(Paragraph Deleted)

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

(Paragraphs Deleted)

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

§ 3.3 Substantial Completion

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

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

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

Init.

[] By the following date:

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

Portion of Work

Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item

Price

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

Item

Price

Conditions for Acceptance

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

(Paragraph Deleted)

(Table Deleted)

§ 4.4 Unit prices, if

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

(Table Deleted)

§ 4.5 Liquidated damages, if any:

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

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

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

Init.

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 30th working day following written approval by the Owner.

(Paragraph Deleted)

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

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

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

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

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

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

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

Init.

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

§ 5.1.7 Retainage

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

(Paragraph Deleted)

§ 5.1.7.1.1 Deleted.

(Paragraph Deleted)

§ 5.1.7.2 Deleted.

(Paragraph Deleted)

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

(Paragraph Deleted)

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

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

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

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

§ 5.2 Final Payment

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

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

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

Init.

§ 5.3 Interest

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

§ 5.4 Owner’s Rights

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

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

(Paragraph Deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

§ 6.2 Mediation

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

option to pursue mediation, exercisable by written notice to the Owner within 30 calendar days of an Initial Decision. In the event of the exercise of

such option by the Contractor, the Owner and the Contractor shall attempt to select a mediator, and in the event that the Owner and the Contractor cannot agree on a mediator, either party may apply in writing to the Presiding Justice of the Providence County Superior Court, with a copy to the other, with a request for the court to appoint a mediator, and the costs of the mediator shall be borne equally by both parties.

(Paragraph Deleted)

§ 6.3 Binding Dispute Resolution

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 Deleted.

Init.

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 Representatives for the Owner

§ 8.2.1 The Owner’s representative:

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

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

§ 8.2.2 The User Agency’s representative:

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

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

§ 8.2.3 The Design Agent’s representative:

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

§ 8.3 The Contractor’s representative:

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

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

§ 8.5 Insurance and Bonds

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

Init.

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

§ 8.6 Deleted.

§ 8.7 Other provisions:

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as modified by the Owner

.2 Deleted.

.3 AIA Document A201™–2007, General Conditions of the Contract for Construction, as modified by the Owner.

.4 Deleted.

.5 Drawings

(Table Deleted)

The Drawings are included in the Solicitation and are available on the Division of Purchases website at www.purchasing.ri.gov.

.6 Specifications

(Table Deleted)

Init.

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.

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

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

OWNER *(Signature)*

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

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

Init.

/

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 Island**One 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 (facsimile)
http://web.uri.edu/purchasing/

and

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

...

on behalf of the User Agency:

...

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

...

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

...

and the Contractor:

...

(Name, legal status, ~~address 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 ~~Documents.~~ 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.)

...

Item

Price

...

§ 4.4 Unit prices, if any:

...

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

...

Item

Units and Limitations

Price per Unit (\$0.00)

...

.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:

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.

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:

...

~~3~~ 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 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 whenwhen:

...

.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

...

.2 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

...

.4 the Contractor has submitted to the Owner all close-out documents, including without limitation, all as-built plans, warranties, manuals, and other materials set forth in the Contract Documents.

...

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 working days after the issuance of the 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)

...

(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 A101™-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 A101™-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 E203™-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 A101™–2017, Standard Form of Agreement Between Owner and Contractor, as modified by the Owner

...
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds ~~Deleted.~~

...
.3 AIA Document A201™–2017, A201™–2007, General Conditions of the Contract for Construction

...
.4 AIA Document E203™–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.

...

~~[]~~ AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated .9 Other documents listed below:

...

(Insert the date of the E204 2017 incorporated into this Agreement.)

...

.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.

...

~~[]~~ The Sustainability Plan:

...

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

...

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

...

.3 The Purchase Order issued by the Owner.

...

~~[]~~ Supplementary and other Conditions of the Contract: § 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.

...

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

...

~~.9~~ Other documents, if any, listed below:

...

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation § 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

...

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

...

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

...

Abigail Rider Vice 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 I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:34:44 ET on 03/16/2020 under Order No. 7842301080 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

odeh engineers

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.

WAIVER OF LIEN FORM - Material or Labor

Rev. 1/2/14
02/23/23

WAIVER OF LIEN FORM
00 6140-1

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__.

(signature)

(firm name)

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



AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

THE OWNER:

(Name, legal status and address)

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

(Paragraphs deleted)

acting by and through

(Paragraphs deleted)

The University of Rhode Island Purchasing Department

(Paragraphs deleted)

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

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

(Paragraph deleted)

and

(Paragraphs deleted)

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

(Paragraphs deleted)

On behalf of the User Agency

THE USER AGENCY

(Paragraphs deleted)

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

(Paragraphs deleted)

The University of Rhode Island

(Paragraphs deleted)

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

(Paragraphs deleted)

THE Design Agent:

(Paragraphs deleted)

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

ADDITIONS AND DELETIONS:

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

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

Init.

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User Notes:

(1431520817)

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.

Init.

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

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

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

§ 2.1.2 Deleted.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Deleted.

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

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

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

§ 2.2.5 Deleted.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

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

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

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

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

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

§ 3.5 WARRANTY

The Contractor warrants to the Owner and the Design Agent that materials and equipment furnished under the Contract will be of first quality, prime manufacture, and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements, including substitutions not properly authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Design Agent, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

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

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections required by the Rhode Island State Building Code necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Contractor shall be responsible for obtaining the Certificate of Occupancy from the appropriate governmental authorities.

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

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

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

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

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

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

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, within 20 working days after the issuance of the Purchase Order, shall prepare and submit for the Owner's and Design Agent's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals, not less frequently than monthly, as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall certify on the initial schedule and all revised schedules that they comply with the Contract Documents.

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

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

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

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

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

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

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

ARTICLE 4 DESIGN AGENT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

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

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

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

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

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

§ 5.2.5 MANUFACTURERS AND FABRICATORS

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

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

(Paragraph deleted)

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

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

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

§ 7.3.4 Deleted.

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

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

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

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

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

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

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

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

(Paragraph deleted)

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

§ 8.1.4 Deleted.

§ 8.2 PROGRESS AND COMPLETION

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

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

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

(Paragraph deleted)

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

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

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

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

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

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Design Agent will, within 7 working days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Design Agent determines is properly due, or notify the Contractor and Owner in writing of the Design Agent's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

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

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

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

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

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

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

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

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

Init.

- .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.

Init.

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

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

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

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

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

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

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

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

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

§ 11.2 OWNER'S LIABILITY INSURANCE.

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

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

§ 11.3 PROPERTY INSURANCE

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

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

§ 11.3.1.2 Deleted.

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

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

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

§ 11.3.2 Deleted.

§ 11.3.3 Deleted.

§ 11.3.4 Deleted.

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

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

§ 11.3.7 WAIVERS OF SUBROGATION

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

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

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

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Design Agent or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Design Agent's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

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

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

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

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

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

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

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

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

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

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

Init.

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:

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

§ 14.3.2 The
(Paragraphs deleted)

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

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

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party. Such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly serviced if delivered in person, by mail, by courier, or by electronic transmission. Claims by either party must be initiated within 21 working days after occurrence of the event giving rise to such Claim or within 21 working days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

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

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

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

(Paragraphs deleted)

Contract. This waiver includes damages incurred by the Contractor for principal office expenses, including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit. This waiver is applicable, without limitation, to all consequential damages due to the Contractor's termination in accordance with Article 14. Nothing in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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§ 15.2 INITIAL DECISION

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

§ 15.2.2 Deleted.

§ 15.2.3 Deleted.

§ 15.2.4 Deleted.

§ 15.2.5 Deleted.

§ 15.2.6 Deleted.

§ 15.2.6.1 Deleted.

§ 15.2.7 Deleted.

§ 15.2.8 Deleted.

§ 15.3 MEDIATION

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

§ 15.3.2 Deleted.

§ 15.3.3 Deleted.

§ 15.4 BINDING DISPUTE RESOLUTION

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

(Paragraphs deleted)

§ 15.4.4 Deleted.

§ 15.4.4.1 Deleted.

§ 15.4.4.2 Deleted.

§ 15.4.4.3 Deleted.

§ 16 COMPLIANCE WITH APPLICABLE LAW

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

Init.

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PAGE 1

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TABLE OF ARTICLES

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

INDEX

(Topics and numbers in bold are section headings.)acting by and though

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of WorkThe 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 OmissionsKingston, 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 ofThe University of Rhode Island Board of Trustees

4.1.135 Campus Avenue, Green Hall

Architect, Extent of AuthorityKingston, 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

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, 15.3

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

5.2

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

9.10.2, 11.1.3(401) 874-2725 (telephone)

Change Orders

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
7.2.1

CHANGES IN THE WORK**THE 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 Time **TABLE 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 Damages **2** **OWNER**

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 Arbitration **3** **CONTRACTOR**

15.3.1, 15.4.1

Cleaning Up **4** **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

9

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, 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

15.4.4

6 **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

1.1.4, **6**

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 THE 7 CHANGES IN THE WORK

5.4.1.1, 11.3.9, 14

Contract Administration **8 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

3

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 Forees

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, 12.2.4, 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

8.1.3

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

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, 10.2.4, 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, 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

1

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

11

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, 10.2.4, 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, 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

10.2.4, 10.3

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

Mediation

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

1.1.1

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

2

Owner, Definition of

2.1.1

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

6.3

Owner's Right to Perform Construction and to Award Separate Contracts

6.1

Owner's Right to Stop the Work

2.3

Owner's Right to Suspend the Work

14.3

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

9 _____ **PAYMENTS AND COMPLETION**

9

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

3.5, 4.2.6, 12.2.1 **12 UNCOVERING AND CORRECTION OF WORK**

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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, 15.4

Royalties, Patents and Copyrights

3.17

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 **13 MISCELLANEOUS PROVISIONS**

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

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

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

5.1.1

SUBCONTRACTORS

5

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

9.8.1

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

3.7.4

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

Surety

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

14.3

Suspension of the Work

5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, **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

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

14

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

1.6

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

Written Consent

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 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





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, ~~location~~ location, and dimensions of the Work, generally including plans, elevations, sections, details, ~~schedules~~ schedules, 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 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; ~~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 any 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~~, 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-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 ~~Architect, Design Agent~~, 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

§ 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 ~~Architect-Design Agent~~ on previous submittals. In the absence of such written notice, the ~~Architect's-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 ~~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, ~~certifications~~ 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.

...

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~~.

...

§ 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.

...

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.

...

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.~~

...

§ 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.~~

...

§ 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.

...

§ 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:

...

- .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.

...

§ 7.3.1 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.

...

§ 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:

...

- 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 ~~Architect~~ 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 ~~Architect~~ 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.

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.

...

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 of:

...

- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 ~~repeated~~ failure to carry out the Work in accordance with the Contract Documents; 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~~ 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 Architect-Design Agent and the Architect-Design Agent 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 Architect-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 Architect-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 ~~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

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 ~~Architect-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.

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
- .4 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 to:

...

§ 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~~-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:

...

- .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.

...

§ 11.1.3 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.~~Deleted.

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.~~

...

~~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, 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~~

~~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. 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 ~~Architect's Design Agent's~~ request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the ~~Architect, Design Agent,~~ be uncovered for the ~~Architect's 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 ~~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.

...

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; or
- ~~.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 Documents; or~~
- ~~.4~~ ~~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.

...

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

PAGE 31

- .1 ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials;
- .3 ~~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
- .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, ~~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~~
- .2 ~~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 shall ~~shall~~ shall:

...

§ 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~~

- ~~.1 — damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~
- ~~.2 — damages incurred by the Contractor for principal office expenses. 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.due.~~

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

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

...

§ 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 I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:27:57 ET on 03/17/2020 under Order No. 7842301080 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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
- URI Contractor Attestation Related to COVID-19 Pandemic

END OF DOCUMENT

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. Removal of existing spalled concrete areas noted.
 - 2. Prep and coating of existing rebar with new infill as required.
 - 3. Concrete repair.
 - 4. Cleaning and protection of surrounding areas and other requirements noted herein.

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. Base Bid scope = Area A North Wing. Alternate scope = Area B South Wing.
- B. Scope of demolition and removal work is shown on the drawings.
- C. Scope of repair work is shown on drawings and/or as specified herein.
- D. Site modifications: only as required for materials laydown area if necessary.

1.04 OWNER OCCUPANCY/SCHEDULE

- A. Owner intends to continuously occupy the facility. Work areas will be made available as mutually agreed to during project scheduling. See Attachment A at the end of this section for availability and restrictions on access to spaces.
- B. Work to begin within 7 days of receipt of Purchase Order unless otherwise defined in Attachment A at the end of this section.
- D. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

1.05 CONTRACTOR USE OF SITE AND PREMISES

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

- C. Provide access to and from site as required by law and by Owner:
 - 1. Maintain appropriate egress for workforce and users of the facility.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit. Provide necessary signage and barriers to direct pedestrians around work areas.

- D. Time Restrictions:
 - 1. Limit conduct of especially noisy work when events are in process on the Quad.
 - 2. Night and weekend work is allowed with permission of URI in advance.
 - 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. None

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION – NOT USED

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

Attachment A – 01 1010

GENERAL NOTES:

Work access is unrestricted.

The Contractor is responsible for cleaning their work areas continually so that debris does not enter machinery or drains and does not impede plant operation.

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

Contractor is responsible for coordinating with the Owner for delivery access, if needed, with respect to timing, door openings, etc,

Parking is restricted to areas designated by the University. Coordinate with URI.



OFFICE OF CAPITAL PROJECTS

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

Fire Sprinkler and Alarm System Impairment Notification Form

To: URI Office of Capital Projects

Date _____

Start of Planned Impairment: _____

End of Planned Impairment: _____

Building occupied during impairment: Yes: _____ No: _____

Any hot work to be performed: Yes: _____ No: _____

Description of Work to be performed: _____

URI Manager of Alarms, Mike Suriani, can also be directly contacted at 401-639-2268.

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

Name: _____

Company: _____

Phone: _____

SECTION 01 2000 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 ALLOWANCES

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

1.03 TESTING AND INSPECTION ALLOWANCE

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

1.04 SCHEDULE OF VALUES

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

1.05 APPLICATIONS FOR PAYMENT

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

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

1.06 WARRANTY INSPECTION RETAINAGE

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

1.07 SALES TAX EXEMPTION

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

1.08 CHANGE PROCEDURES

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

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

- 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. See Bid Form.

B. Testing Allowance

1. None. All testing required for the project is to be included in the Base Bid, including such items as pull tests for fasteners.

C. Unit Prices

1. See Bid Form.

D. Alternates

1. See Bid Form.

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 \$1 million in value.

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

F. Warranty Inspection Retainage

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

END OF ATTACHMENT

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 regardless of project size. 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), the name of that employee's employer and the employee's contact information. 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.

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

1.04 PRECONSTRUCTION MEETING

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

1.05 SITE MOBILIZATION MEETING

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

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

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

1.06 PROGRESS MEETINGS

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

D. Agenda:

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

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

1.07 PREINSTALLATION MEETINGS

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

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- 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

01 3010 ADMINISTRATIVE REQUIREMENTS - Attachment A

A. Pre-installation Meetings

1. The following items of work will require pre-installation meetings:
 - a. Demolition
 - b. Mod-Bit Roofing
 - c. KEE Roofing if Alternate is selected.

END OF ATTACHMENT

SECTION 01 3300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 SUBMITTAL PROCEDURES

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

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

1.03 CONSTRUCTION PROGRESS SCHEDULES

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

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

1.04 PROPOSED PRODUCTS LIST

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

1.05 PRODUCT DATA

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

1.06 SHOP DRAWINGS

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

1.07 SAMPLES

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

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

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

1.08 TEST REPORTS

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

1.09 DESIGN DATA

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

1.10 CERTIFICATES

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

1.10 MANUFACTURER'S INSTRUCTIONS

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

1.11 MANUFACTURER'S FIELD REPORTS

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

1.12 DIGITAL PHOTOGRAPHS

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

1.13 ERECTION DRAWINGS

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

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

01 3310 SUBMITTAL PROCEDURES - Attachment A

A. Submittal List

1. See Technical Sections for specific submittals required.

B. Other

1. Provide all submittals requested by the Design Agent. Additional items may be required to determine or equal status, suitability, or to address client questions.

END OF ATTACHMENT

01 3320 SUBMITTAL PROCEDURES - Attachment B

- A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.
- B. Delete headings 1.01 C, F, L, M, and N. Submittal requirements are reduced for small projects.
- C. Replace subparagraph 1.02 A with the following:
 - “A. Submit all information listed in Technical Sections and/or as requested by the Design Agent.”
- D. Delete paragraphs 1.12 and 1.13.

END OF ATTACHMENT

SECTION 01 4000 – QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 QUALITY CONTROL AND CONTROL OF INSTALLATION

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

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1.03 VERIFICATION OF CREDENTIALS AND LICENSES

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

1.04 TOLERANCES

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

1.05 REFERENCES

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

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.

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1.09 MOCK-UP REQUIREMENTS

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

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not used.

END OF SECTION

01 4010 QUALITY REQUIREMENTS – Attachment A

A. Base Bid Testing Requirements List

1. Any testing required to obtain repair warranty.
2. Bonding tests recommended by repair material manufacturer.
3. Sounding of adjacent areas to identify additional loose material to be removed.

B. Additional Owner-Authorized Testing Requirements List

1. None. If ACM is encountered, URI will coordinate testing.

END OF ATTACHMENT

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 reseeded and repair of grounds.

- E. See Attachment A for any modifications.

1.02 TEMPORARY ELECTRICITY

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

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

1.03 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain incandescent lighting for construction operations to achieve a minimum lighting level of 2 watt/sq ft (21 watt/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.

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

1.06 TEMPORARY VENTILATION

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

1.07 TELEPHONE SERVICE

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

1.08 TEMPORARY WATER SERVICE

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

1.09 TEMPORARY SANITARY FACILITIES

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

1.10 FIELD OFFICES AND SHEDS

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

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1.11 HOISTING

- A. Contractor is responsible for all hoisting required to facilitate, serve, stock, clean, and complete the Work. Include all costs for Operating Engineers, fuel, delivery and removal, mobilization, staging, protection of grades and surfaces, and equipment.

1.12 PARKING/TRAFFIC

- A. Workers must park in lots assigned by the University with daily permits. See Site Utilization Plan.
- B. Use of designated existing on-site streets and driveways for construction traffic is permitted. Tracked vehicles are not allowed on paved areas.
- C. Do not allow heavy vehicles or construction equipment in parking areas.
- D. Do not allow vehicle parking on existing sidewalks.
- E. Provide and maintain access to fire hydrants and control valves free of obstructions.
- F. Remove mud from construction vehicle wheels before entering streets. Cleanup dirt, rocks, and debris left on street from construction vehicles.
- G. Use designated existing on-site roads for construction traffic.
- H. Maintenance:
 - 1. Maintain the traffic and parking areas in a sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
 - 2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain the paving and drainage in original, or specified, condition.
- I. Removal, Repair:
 - 1. Remove temporary materials and at Substantial Completion.
 - 2. Remove underground work and compacted materials to a depth of 2 feet; fill and grade the site as specified.
 - 3. Repair existing and permanent facilities damaged by use, to the original or specified condition.

1.13 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain the site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other remote spaces, prior to enclosing the space.

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- C. Broom and vacuum clean the interior areas prior to the start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from the site daily, as necessary to prevent an on-site accumulation of waste material, debris, and rubbish, and dispose off-site.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.14 PROJECT IDENTIFICATION

- A. Project Identification Sign: One painted sign, 32 sq ft area, bottom 6 feet above the ground.
 - 1. Content:
 - a. Project title, and name of the Owner as indicated on the Contract Documents.
 - b. Names and titles of the authorities.
 - c. Names and titles of the Design Agent and Consultants.
 - d. Name of the Design Agent Contractor.
 - 2. Graphic Design, Colors, and Style of Lettering: 3 colors, as designated by the Design Agent during construction.
- B. Project Informational Signs:
 - 1. Painted informational signs of same colors and lettering as the Project Identification sign, or standard products; size lettering to provide legibility at 100-foot distance.
 - 2. Provide sign at each field office, storage shed, and directional signs to direct traffic into and within site. Relocate as the Work progress requires.
 - 3. No other signs are allowed without the Owner's permission except those required by law.
- C. Design all signs and their structures to withstand a 60-miles/hr-wind velocity.
- D. Sign Painter: Experienced as a professional sign painter for a minimum of three years.
- E. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for the duration of construction.
- F. Show content, layout, lettering, color, foundation, structure, sizes, and grades of members.
- G. Installation:
 - 1. Install the project identification sign within 15 days after the date of receipt of the Purchase Order from State of Rhode Island Department of Administration, Division of Purchases.
 - 2. Erect at the designated location.
 - 3. Erect the supports and framing on a secure foundation, rigidly braced and framed to resist wind loadings.
 - 4. Install the sign surface plumb and level, with butt joints. Anchor securely.
 - 5. Paint exposed surfaces of the sign, supports, and framing.
- H. Maintenance: Maintain the signs and supports clean, repair deterioration and damage.

- 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.

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1.20 WATER CONTROL

- A. Grade the site to drain. Maintain excavations free of water. Provide, operate, and maintain the pumping equipment.
- B. Protect the site from puddling or running water. Provide water barriers as required to protect the site from soil erosion.

1.21 DUST CONTROL

- A. Execute the Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into the atmosphere.

1.22 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize the amount of bare soil exposed at one time.
- C. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
- E. Periodically inspect the earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

1.23 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by the construction operations.

1.24 PEST CONTROL

- A. Provide methods, means, and facilities to prevent pests and insects from damaging the Work, or entering the facility.

1.25 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent the contamination of soil, water, and the atmosphere from discharge of noxious, toxic substances, and pollutants produced by the construction operations.

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1.26 RODENT CONTROL

- A. Provide methods, means, and facilities to prevent rodents from accessing or invading the premises.

1.27 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials, prior to Substantial Completion.
- B. Remove the underground installations to a minimum depth of 2 feet. Grade the site as indicated.
- C. Clean and repair the damage caused by installation or use of temporary work.
- D. Restore the existing and new facilities used during construction to their original condition.
- E. Restore any temporary exterior laydown or storage areas to the original condition. After each use, regrade and reseed as required to meet this requirement.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

01 5010 TEMPORARY FACILITIES AND CONTROLS - Attachment A

1.01 SECTION INCLUDES

- A. Revise the requirements as follows:
1. Temporary electricity – may use building power.
 2. Temporary lighting for construction purposes – not required. All building lighting will remain operational.
 3. Temporary heating – none required. Building heat will remain operational.
 4. Temporary cooling - not included. Do not do work in unsuitable conditions.
 5. Temporary ventilation – include if required for proper curing of repair material and worker safety.
 6. Telephone service – job PM and foreman cell phone number must be shared with team.
 7. Facsimile service – no longer required. Scanning and computer submittal capabilities are required instead.
 8. Temporary water service – may use building water.
 9. Temporary sanitary facilities – may use designated toilets within building. Include regular cleaning.

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.1 thru 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 subparagraphs 1.12 H and I.

F. 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.

END OF ATTACHMENT

SECTION 01 6000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.

1.02 PRODUCTS

- A. Products: Means new material, machinery, components, fixtures, or systems forming the Work; but does not include the machinery or equipment used for the preparation, fabrication, conveying, or erection of the Work. Products may include the existing materials or components required or specified for reuse.
- B. Furnish products of qualified manufacturers suitable for the intended use. Furnish products of each type by a single manufacturer unless specified otherwise.
- C. Do not use materials and equipment removed from the existing premises, except as specifically permitted by the Contract Documents.
- D. Furnish interchangeable components of the same manufacturer for the components being replaced.

1.03 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with the manufacturer's instructions.
- B. Promptly inspect shipments to ensure that the products comply with the requirements, the quantities are correct, and the products are undamaged.
- C. Provide equipment and personnel to handle the products by methods to prevent soiling, disfigurement, or damage.

1.04 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect the products in accordance with the manufacturers' instructions.

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- 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

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SECTION 01 7000 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Examination.
- B. Preparation.
- C. Field Engineering.
- D. Protection of adjacent construction.
- E. Cutting and patching.
- F. Special procedures.
- G. Starting and adjusting of systems.
- H. Demonstration and Instructions.
- I. Testing, adjusting and balancing.
- J. Protecting Installed Construction.

1.02 EXAMINATION

- A. Acceptance of Conditions:
 - 1. Verify that existing applicable site conditions, substrates, or substrate surfaces are acceptable or meet specific requirements of individual specifications Sections, for subsequent Work to proceed.
 - 2. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
 - 3. Examine and verify specific conditions described in individual specifications Sections.
 - 4. Verify that utility services are available, of correct characteristics, and in correct locations.
 - 5. Beginning of new Work, that relies upon the quality and proper execution of Work of a preceding trade, means acceptance of that preceding Work as appropriate for the proper execution of subsequent Work.
 - 6. Acceptance of preceding Work that can be shown later to have adversely affected proper performance of new Work may result in removal and repeat performance of all Work involved at no cost to the Owner.

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1.03 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply substrate primer, sealer, or conditioner, required or recommended by manufacturer, prior to applying any new material or substance in contact or bond.
- D. Prior to the application, installation, or erection of any products and product components, perform any other preparatory operations, or surface or substrate modifications, as may be specified or directed by product manufacturers.

1.04 FIELD ENGINEERING

- A. Employ a Land Surveyor registered in the State of Rhode Island and acceptable to Design Agent and the Owner if required by subgrade work.
- B. Locate and protect survey control and reference points. Promptly notify Design Agent of any discrepancies discovered.
- C. Control Datum for survey is to be agreed to with the Design Agent.
- D. Verify setbacks and easements, if any; confirm drawing dimensions and elevations.
- E. Provide field-engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.
- F. Submit a copy of site drawings and certificate signed by the Land Surveyor that the elevations and locations of the Work are in conformance with the Contract Documents.
- G. Maintain a complete and accurate log of control and survey work as it progresses.
- H. If required by the Owner, on completion of foundation walls and major site improvements, prepare a certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.
- I. Protect survey control points prior to starting site work; preserve permanent reference point during construction.
- J. Promptly report to Design Agent the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- K. Replace dislocated survey control point based on original survey control. Make no changes without prior written notice to Design Agent.

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.

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- F. Prepare surface and remove surface finishes to provide installation of new Work and finishes.
- G. Close openings in exterior surfaces to protect existing Work from weather and extremes of temperature and humidity.
- H. Remove, cut, and patch Work in a manner to minimize damage and to provide means of restoring products and finishes to original or specified condition.
- I. Refinish existing visible surfaces to remain in renovated rooms and spaces to specified condition for each material, with a neat transition to adjacent finishes.
- J. Where new Work abuts or aligns with existing, provide a smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- K. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and submit recommendation to Design Agent for review.
- L. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition to Design Agent for review.
- M. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.
- N. Patch or replace portions of existing surfaces which are damaged, or showing other imperfections.
- O. Finish surfaces as specified in individual product Sections, or as indicated on the Drawings.

1.08 STARTING AND ADJUSTING OF SYSTEMS

- A. Coordinate schedule for starting and adjusting of various equipment and systems.
- B. Notify Design Agent and Owner seven days prior to starting and adjusting of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions which may cause damage.
- D. Verify that tests, meter readings and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.

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- F. Execute starting and adjusting under supervision of responsible Contractor's personnel or manufacturer's representative, in accordance with manufacturer's instructions.
- G. Adjust operating Products and equipment to ensure smooth and unhindered operation.
- H. When specified in individual specifications Section, require manufacturer to provide authorized representative to be present at the site to inspect, check, and approve equipment or system installation prior to starting, and to supervise placing of equipment or system in operation.
- I. Submit a written report in accordance with Section 01400 that equipment or system has been properly installed and is functioning correctly.

1.09 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manuals with Owner's personnel in detail to explain all aspects of operation and maintenance.
- D. Demonstrate start-up, operation, control, adjustment, trouble shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled or agreed upon times, at equipment or system location.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

1.10 TESTING, ADJUSTING, AND BALANCING

- A. Submit, for the Owner's approval, the name of an independent firm to perform testing of fire systems. The independent firm's services will be paid for by the Contractor.
- B. The independent firm will perform services specified in individual specifications Sections.
- C. Reports will be submitted by the independent firm to the Design Agent and the Owner indicating observations and test results, indicating compliance or non-compliance with specified requirements and with the requirements of the Contract Documents.

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1.11 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Repair or replace installed Work damaged by construction operations, as directed by the Design Agent.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

01 7010 EXECUTION REQUIREMENTS - Attachment A

A. Daily Attendance Form

1. While it is not anticipated that this project cost will reach the threshold, contractor shall be prepared to maintain a Daily Attendance Form acceptable to the Department of Labor and Training for all projects with a contract value over \$1Million. Submit as requested.

END OF ATTACHMENT

01 7020 EXECUTION REQUIREMENTS - Attachment B
Small Project Changes

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

B. Delete heading 1.01C, Field Engineering and entire subsection 1.04 FIELD ENGINEERING.

END OF ATTACHMENT

SECTION 01 7320**WASTE MANAGEMENT****PART 1 GENERAL****1.01 WASTE MANAGEMENT REQUIREMENTS**

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
 - 1. Aluminum and plastic beverage containers.
 - 2. Corrugated cardboard.
 - 3. Wood pallets.
 - 4. Clean dimensional wood: May be used as blocking or furring.
 - 5. Land clearing debris, including brush, branches, logs, and stumps.
 - 6. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
 - 7. Glass.
 - 8. Gypsum drywall and plaster.
 - 9. Plastic buckets.
 - 10. Paper, including wrapping, newsprint, and office.
- E. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, incineration, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports. Submit in accordance with Section 01 3300.
- F. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.
- G. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
- H. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. Section 01 5000 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
- C. Section 01 6000 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- D. Section 01 7000 - Execution Requirements: Trash/waste prevention procedures related to

demolition, cutting and patching, installation, protection, and cleaning.

1.03 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.04 SUBMITTALS

- A. See Section 01 3300 for submittal procedures.
- B. Waste Management Plan: Include the following information:
 - 1. Analysis of the trash and waste projected to be generated during the entire project construction cycle, including types and quantities.
 - 2. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all project trash/waste in the landfill(s).
 - 3. Landfill Alternatives: List all waste materials that will be diverted from landfills by reuse, salvage, or recycling.
 - 4. Meetings: Describe regular meetings to be held to address waste prevention, reduction, recycling, salvage, reuse, and disposal.

5. Materials Handling Procedures: Describe the means by which materials to be diverted from landfills will be protected from contamination and prepared for acceptance by designated facilities; include separation procedures for recyclables, storage, and packaging.
 6. Transportation: Identify the destination and means of transportation of materials to be recycled; i.e. whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler.
- C. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
 2. Submit Report on a form acceptable to Owner.
 3. Landfill Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
 - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 4. Incinerator Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards, of trash/waste material from the project delivered to incinerators.
 - c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 5. Recycled and Salvaged Materials: Include the following information for each:
 - a. Identification of material, including those retrieved by installer for use on other projects.
 - b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
 - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
 6. Material Reused on Project: Include the following information for each:
 - a. Identification of material and how it was used in the project.
 - b. Amount, in tons or cubic yards.
 - c. Include weight tickets as evidence of quantity.
 7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

PART 2 PRODUCTS (not used)

PART 3 EXECUTION

3.01 WASTE MANAGEMENT PROCEDURES

- A. See Section 01 1000 for list of items to be salvaged from the existing building for relocation in project or for Owner.

- B. See Section 01 3000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- C. See Section 01 5000 for additional requirements related to trash/waste collection and removal facilities and services.
- D. See Section 01 6000 for waste prevention requirements related to delivery, storage, and handling.
- E. See Section 01 7000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. **Manager:** Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. **Communication:** Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, Owner's Recycling and Solid Waste Coordinator, and Design Agent.
- C. **Instruction:** Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. **Meetings:** Discuss trash/waste management goals and issues at project meetings.
 - 1. Pre-bid meeting.
 - 2. Pre-construction meeting.
 - 3. Regular job-site meetings.
- E. **Facilities:** Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 - 1. Provide containers as required.
 - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
 - 3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. **Hazardous Wastes:** Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. **Recycling:** Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. **Reuse of Materials On-Site:** Set aside, sort, and protect separated products in preparation for reuse.
- I. **Salvage:** Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION

01 7331 WASTE MANAGEMENT - Attachment A
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.

END OF ATTACHMENT

SECTION 01 7800 - CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Closeout procedures.
- B. Quality assurance.
- C. Maintenance service.
- D. Operations and maintenance manuals.
- E. Materials and finishes manuals.
- F. Equipment and systems manuals.
- G. Spare parts and maintenance materials.
- H. Product warranties and product bonds.
- I. Project Record documents.

1.02 CLOSEOUT PROCEDURES

- A. Submit a written certification that the Contract Documents have been reviewed, the Work has been inspected, and that the Work is complete in accordance with the Contract Documents and is ready for the Owner's review.
- B. Provide submittals to Design Agent that are required by governing or other authorities, including abatement invoices correctly prepared as proscribed in the abatement plan. Failure to include correctly prepared abatement invoices will delay issuing of final payment.
- C. Provide submittals to Design Agent that are required by the governing or other authorities, including the following closeout documents:
 - 1. AIA Document G706 - Contractor's Affidavit of Payment of Debts and Claims
 - 2. AIA Document G706A - Contractor's Affidavit of Release of Liens
 - 3. AIA Document G707 - Consent of Surety to Final payment
- D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

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- E. The Owner will occupy all portions of the building after Substantial Completion as specified in Section 01 1000.

1.03 QUALITY ASSURANCE

- A. Employ personnel assembling submittals experienced in the maintenance and the operation of the described products and systems.

1.04 MAINTENANCE SERVICE

- A. Submit a contract for furnishing service and maintenance of the components indicated in the specification Sections for one year from date of Substantial Completion, or during the warranty period, whichever period of time is the longest.
- B. Provide for an examination of the system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Include a systematic cleaning, examination, adjustment, and lubrication of the components. Repair or replace the parts whenever required. Use the parts produced by the manufacturer of the original component.
- D. Do not assign or transfer the maintenance service to an agent or Subcontractor without the prior written consent of the Owner.

1.05 OWNER'S MANUALS

- A. Submit the data for Operations and Maintenance, Materials and Finishes, and Equipment and Systems Manuals bound in 8-1/2 x 11 inch text pages, in minimum 2 inch size three D side ring commercial quality binders with durable cleanable plastic covers.
- B. Prepare binder covers with the printed title of the manual, title of the project, and the subject matter of binder. Label each spine with the following: Building, project or facility name, OCP project number, submission date.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Drawings: Provide with reinforced punched binder tab. Bind in with the text; fold the larger drawings to the size of the text pages.
- E. Submit two copies of a preliminary draft of the proposed formats and outline of the contents before the start of work. The Design Agent and its consultants will review drafts and return one copy with comments.

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- F. Submit one copy of the completed volumes 15 days prior to final inspection for final review. This copy will be reviewed and returned after final inspection, with the Design Agent's comments. Revise the content of the document sets as required prior to final submission.
- G. Submit three sets of revised final volumes plus electronic copy in final form within ten days after final inspection.

1.06 OPERATIONS AND MAINTENANCE MANUALS

- A. Contents: Prepare the Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 - 1. **Part 1:** Directory, listing the names, addresses, and telephone numbers of the Design Agent, its Consultants, Contractor, Subcontractors, and major equipment suppliers.
 - 2. **Part 2:** Operation and maintenance instructions, arranged by system and subdivided by the specification Section. For each category, identify the names, addresses, and telephone numbers of the Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for [special] finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - 3. **Part 3:** Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. Originals of warranties and bonds.
 - 4. **Part 4:** Scan entire manual and provide 3 copies on disc in electronic PDF format.

1.07 MATERIALS AND FINISHES MANUALS

- A. Building Products, Applied Materials, and Finishes: Include product data, with the catalog number, size, composition, and the color and texture designations. Include information for re-ordering custom manufactured products.
- B. Instruction for Care and Maintenance: include manufacturer's instructions for cleaning agents and methods, precautions against detrimental agents and methods, and a recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: As specified in the individual product specification Sections.

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- E. Include a listing in the Table of Contents for design data, with a tabbed flysheet and a space for the insertion of data.

1.08 EQUIPMENT AND SYSTEMS MANUALS

- A. For equipment, or component parts of equipment put into service during construction and operated by the Owner, submit documents within 10 days after acceptance.
- B. Each Item of Equipment and Each System: Include a description of the unit or system, and the component parts. Identify the function, normal operating characteristics, and limiting conditions. Include performance curves, with priming data and tests, and complete nomenclature and model number of replaceable parts.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color-coded wiring diagrams as installed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and special operating instructions.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Include a servicing and lubricating schedule, and a list of lubricants required.
- H. Include the manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by the controls manufacturer.
- J. Include the original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Include control diagrams by the controls manufacturer as installed.
- L. Include the Contractor's coordination drawings, with color-coded piping diagrams as installed.
- M. Include charts of valve tag numbers, with the location and function of each valve, keyed to the flow and control diagrams.
- N. Include a list of the original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- O. Include test and balancing reports as specified in Section 01400.

- 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

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submitted in either paper or PDF digital format, organized by specification number, and clearly labeled. If paper copies are submitted, each box must be clearly labeled as to specific contents.

- J. If the project required geotechnical, archeological, or other miscellaneous studies or other reports, these shall also be submitted as Record Document in either paper or digital format.
- K. Labeling: In all cases, paper or digital submissions must contain the following information: Building, project or facility name, OCP Project number, submission date, and specific content index.
- L. No review or receipt of Project Record Documents by the Design Agent or the Owner shall be interpreted as a waiver of any deviation from the Contract Documents or Shop Drawings, or in any way relieve the Contractor from responsibility to perform the Work in accordance with the Contract Documents and the Shop Drawings.
- M. Update the on-site Project Record Documents on a regular basis. Monthly payments will not be processed if Project Record Documents are not maintained up to date.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

01 7820 CLOSEOUT REQUIREMENTS - Attachment A
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