



DATE: 9/25/2020

ADDENDUM #2

RFP NO.: 100920

OPENING: 10/5/2020 – 11:00 AM

COMMODITY: **A&E SERVICES-WEST GYM AT TOOTELL PE CENTER**

Addendum #2 is being issued as a result of the questions submitted to URI Purchasing by the questions due date. Due to the nature of this Addendum the RFP opening date has been extended to October 5, 2020.

The attached includes:

1. Questions and Answers
2. 100920SPECS-F (Updated)
3. AIA A201 2017

If you have already submitted your RFP response and need to make changes, based on the information within the Addendum, please submit a new RFP response and indicate that this submission supersedes the prior.

Xeniya Jones
Assistant University Purchasing Agent
Purchasing Department
The University of Rhode Island

RFP #100920 West Gym at Tootell PE Center – Questions and Answers

1. I understand that original hard copies are part of the standard Rhode Island solicitation process, but have any concessions been made in light of COVID 19? Would electronic copies be acceptable?

[URI Response:](#)

Please submit your responses as instructed in the solicitation. Hard copies are required as well as on CD.

2. Is it permitted for selected design project imagery (not text) to extend past the 1” margin (i.e. full bleed)?

[URI Response:](#)

Yes

3. Please confirm the assumed schedule for the selection process between the submission deadline of September 30 and the selection on November 1, 2020 – including any assumptions for interviews, and whether the interviews would be in-person or virtual / web-conferences?

[URI Response:](#)

The design services will be awarded 9 days past our original schedule. The schedule will be bumped back accordingly. Interviews will be virtual, not in person.

4. Please confirm the assumed schedule for the design and construction schedule:

- a. Confirm that Pre-Design is to begin on November 1, 2020
- b. Confirm that Construction is to be complete by March 1, 2023
- c. Provide any other assumptions on schedule milestones for Design Phase submissions, including the following:
 - i. Programming
 - ii. Preliminary / Concept Design
 - iii. Schematic Design
 - iv. Design Development
 - v. Construction Documents
 - vi. Start of Construction

[URI Response:](#)

The schedule is listed on page of 28 of the pdf Attachments A-E. Each phase is detailed and spelled out on this page. The design services will be awarded 9 days past our original schedule. The schedule will be bumped back accordingly

5. Please confirm if the intent is for competitive bidding for general contractors, or to work with a construction manager during design?

[URI Response:](#)

The construction will be competitively bid with a GC lump sum contract.

6. Please confirm if LEED certification and/or any other formal sustainable design certification will be required or desired and if so, at what level?

URI Response:

As per Attachment D, this is a renovation project that will not obtain LEED certification but should be designed to LEED Silver.

7. Page 2 of the RFP PDF notes that the Bidder Certification Form must be attached in its entirety to the front of the offer. Should the completed form be included with the Technical Proposal or the Cost Proposal?

URI Response:

Please include the Bidder Certification Form with your Technical Proposal.

8. Page 7 of the RFP PDF, item 10, references submitting an "Affirmative Action Policy Statement" or an "Affirmative Action Plan" and completing both a "Certificate of Compliance" and "Contract Compliance Report". Please clarify if this is required of the successful firm only, or if these items should be included with the bid submission.

URI Response:

The Affirmative Action Plan approval and Certificate of Compliance request will be part of the Tentative Award Letter and is not required as part of your RFP response.

9. Page 8 of the RFP PDF, item 13. Architectural and Engineering Services, says a copy of the current RI Certificate of Authorization for the firm and current Rhode Island registrations for the individuals who would perform the work must be included behind the front page of each copy of the proposal.

- a. Should this be included with all copies of Technical Proposal only?

URI Response:

Yes

- b. Should the Certificate of Authorization and individual Rhode Island registrations be provided for the prime firm only, or the applicable sub-consultants as well?

URI Response:

Certificate of Authorization is required for the prime firm.

Individual registrations are required for both the prime firm and all sub-consultants.

10. Page 12 of the RFP PDF, under item A. Technical Proposal, mentions the use of tabs. Would the University like us to use index dividers for these sections?

URI Response:

Yes please.

11. To who's attention should the bid submission package be addressed to at the below address?

University of Rhode Island
Purchasing Department
Dining Services Distribution Center
10 Tootell Road
Kingston, RI 02881-2010

[Answer: It is not necessary to address anyone; however, it is important that you indicate the RFP number on the envelope or shipping box.](#)

12. The Tecton Architects conceptual study performed dated May 21, 2018 has the construction cost estimated to be \$4,209,296, escalated for 3.5 years at 4.75%. Is this correct?

[URI Response:](#)

[As we anticipate the budget from 2018 will change, the design fees should be based on the requested scope, not the anticipated construction costs.](#)

13. Within Article 3.6.1.1 of Attachment B (Standard Form of Agreement between Architect and Owner), there is reference to an Owner modified A201-2007, General Conditions of the Contract for Construction document. Can you please provide that document or advise where we can obtain a copy?

[URI Response:](#)

[Owner's modified A201-2007 is attached.](#)

14. Neither the Graphics Design scope nor the construction budget suggests there will be super graphics for Rams' branding (i.e. designed large images, custom banners, team photos, records, etc.), although some elements are shown in the renderings. Are such graphics not desired as part of the basic services, or will they be added later under a separate contract? If they are to be included, can you please describe the expectations for scope and budget?

[URI Response:](#)

[Per attachment D, yes, graphics are part of the basic scope.](#)

15. The project appears to have no loose furniture or equipment (other than perhaps basketball practice equipment), but the services are mentioned, and there is an allowance of \$500K. Can you please describe the expectations for furniture and equipment scope?

URI Response:

Per attachment D, FF&E is included in the basic scope. This will be determined during programming and design.

16. I have a question regarding the following requirement from page 6 of the RFP. Designers with at least 10 years of similar project experience, specifically Basketball facilities for Higher Education/Professional Facilities. Will other non-high education qualifications be acceptable to meet this requirement?

URI Response:

No, firms need to illustrate at least 10 years of experience with Higher Ed or Professional Facilities.

17. Can the digital copy of the technical and cost proposal be submitted on a USB instead of a CD?

URI Response:

Please submit your digital copy on a CD.

18. As directed by page 17 of the RFP document the printed copies are to be only bound with removable binder clips. Can the printed copies be bound with a spiral coil instead of binder clips?

URI Response:

Contrary to the RFP, spiral bond is preferred.

19. Please identify the specific manufacturers and products used for the new flooring and lighting in the Ryan Center.

URI Response:

To be defined in the design phase.

20. Has the University been working with a particular A/V vendor?

URI Response:

No specific vendor preference. Vendor should be experienced and qualified to complete of a project of this kind.

21. Clarify “replace” roof structure for new backboard and hoops means providing new intermediate supports attached to the existing roof structure for new backboard and hoops.

URI Response:

Scope is to include a roof analysis and structural engineer to help define what is required.

22. Is there expected acoustic performance criteria the University has in mind?

URI Response:

Yes – space must meet code and industry standards. Space is currently being used for basketball but space does not have a/c so assuring the sound and vibration from the new unit

will be important. Acoustic performance criteria should be similar to other training facilities of this kind.

23. What is the “construction” budget and “project” budget?

URI Response:

As per the Advanced Planning study estimate, the Construction budget is \$3.9M in 2020 dollars. This is subject to change based on the actual programming and design. Design fees should be based on scope of work, not construction costs.

24. It appears the anticipated project schedule (100920SPECS – A-E.pdf page 28 of 34) was cut off. Is a complete copy available?

URI Response:

Only bar graph is missing – not critical information.

25. It appears the provided plans (100920SPECS – F.pdf pages 43 - 48) were cut off. Is a complete copy available?

URI Response:

In investigating this request, it was noted that only 97 pages of the 111 pages were included. All pages of 100920SPECS-F have been included with this Addendum.

26. Are As-Built documents available for the Tootell PE Center?

- a. Do the documents reflect all current renovations to the building?
- b. Are the documents available in electronic media?
 - i. If so, please identify the media platform.

URI Response:

URI will make all available materials to the firm that is awarded the job. There are drawings of the building but not 100% as-builts. Electronic media – plan on pdf format.

27. Are upgrades of envelope for to improve energy performance required? LEED Silver is their goal although they are not seeking certification.

URI Response:

Correct, URI would like to design to LEED Silver but not seek certification. The scope for the building envelope will need to be determined during the design phase.

28. Verify whether roof replacement is part of the construction scope of work.

URI Response:

Yes, it is anticipated a new roof will be required. An analysis of the roof’s existing conditions and structural ability will be required.

29. New mechanical units are proposed to be located on the roof. Has a roof structural analysis been completed?

URI Response:

No – a structural analysis is needed.

30. Is the existing gym air conditioned?

URI Response:

No

31. Are Fire Code/Life Safety documents available for adjacent buildings that connect with the Tootell PE Center?

URI Response:

Yes, but limited in nature.

32. Are there any other pertinent studies (athletics, MEP/FP etc.) of the Tootell PE Center that have been completed or are underway that will be provided at this time or later to the successful Vendor?

URI Response:

No, the Advanced Planning study is the only pertinent study.

33. Should we include a structural engineer to evaluate loads or develop details for basketball backstops and/or HVAC equipment and their impact on the roof structure?

URI Response:

Yes, a qualified, experienced structural engineer should be part of the design team.

ATTACHMENT F

Feasibility Study

THE UNIVERSITY OF RHODE ISLAND

CONCEPTUAL STUDY | BASKETBALL TRAINING FACILITY

Tootell Physical Education Center
105 Keaney Road
Kingston, RI

May 21, 2018

Report Prepared by Tecton Architects
One Hartford Square West, Hartford, CT 06106

Tecton
ARCHITECTS

TABLE OF CONTENTS

0. Table of Contents	1
1. Executive Summary	2
2. Architectural	
2.0 – General	3-4
2.1 – Existing Conditions & Observations	
A. Exterior Envelope & Roof	5-11
B. West Gym & Storage Space	6-17
C. Corridors	18-23
D. Phase 2 Existing Conditions	24
2.2 – Recommendations	
A. Exterior Envelope & Roof	25
B. West Gym & Storage Space	26-29
C. Corridors	30-32
D. Phase 2 Existing Conditions	32
E. Phase 2 Demolition	33
F. Phase 2 Construction	34-38
2.3 – Drawings	39-44
3. Mechanical – Plumbing & HVAC	
3.01 – Introduction	45
3.02 – Project Area Breakdown	45
3.03 – Applicable Codes and Standards	45
3.04 – General	46
3.05 – Fire Protection Systems	
A. Existing Conditions	46
B. System Deficiencies	46
C. Recommended Improvements	46-48
3.06 – HVAC Systems	
A. Existing Conditions	48-51
B. System Deficiencies	51
C. Recommended Improvements	52-56
4. Electrical	
4.01 – General	57
4.02 – Existing Conditions & Observations	57-59
4.03 – Recommendations	59
5. Cost Estimate	Appendix A
6. Phase 2 - Space program (<i>provided by URI</i>)	Appendix B
7. Brochure	Appendix C

1

EXECUTIVE SUMMARY

1 - EXECUTIVE SUMMARY

The University of Rhode Island hired Tecton Architects in February 2018 to conduct a study to evaluate the necessary renovations to convert the West Gym, located in the Tootell Physical Education Center, into a training facility for the men’s and women’s basketball teams to aid in recruitment and enhance the student athlete experience. The proposed renovation and addition will add enhanced practice and support spaces, establish a connection to the primary basketball facilities in the Ryan Center and strengthen the relationship to the University’s athletic identity.

The team who participated in the study included:

- Marco Tommasini, Project Manager, Tecton Architects / pc;
- Christopher Banker, Architectural Designer, Tecton Architects / pc;
- Robert Steven Wilkinson, P.E., MEP Engineering, Wilkinson Associates, Inc.;
- Jeffrey Ascii, P.E., MEP Engineering, Wilkinson Associates, Inc.;
- Peter DiSpigno, P.E., Electrical Engineering, Trinity Engineering Associates, Inc.;
- Tony DeMelo, Cost Estimating, Keough Construction Management

This project has been developed into two phases:

- Phase 1 consists of renovations to the West Gym and the adjacent corridors.
- Phase 2 consists of a two-story addition to the south of the West Gym, the new home of the men’s and women’s basketball teams. Phase 2 also includes the creation of two entrances to the training facility, locker rooms, video room and support spaces on the first floor. The second floor will include recruiting rooms, team café and kitchen, academic support, office and support spaces.

The study encompassed the following:

- Existing space layout, review and assessment of existing conditions;
- Recommendations: Exterior & Interior Building improvements, Phase 1 & Phase 2;
- Cost Estimate;
- Marketing Brochure including floorplans & renderings.

Cost Estimate Summary:

	Phase 1	Phase 2
Total Construction Cost:	\$3,748,214	\$8,153,948
Total Construction Cost Including Escalation:	\$4,209,296	\$9,591,953
Total Project Cost:	\$5,985,824	\$13,658,890
 Phase 1 & 2 Total Project Cost:		 \$19,644,714

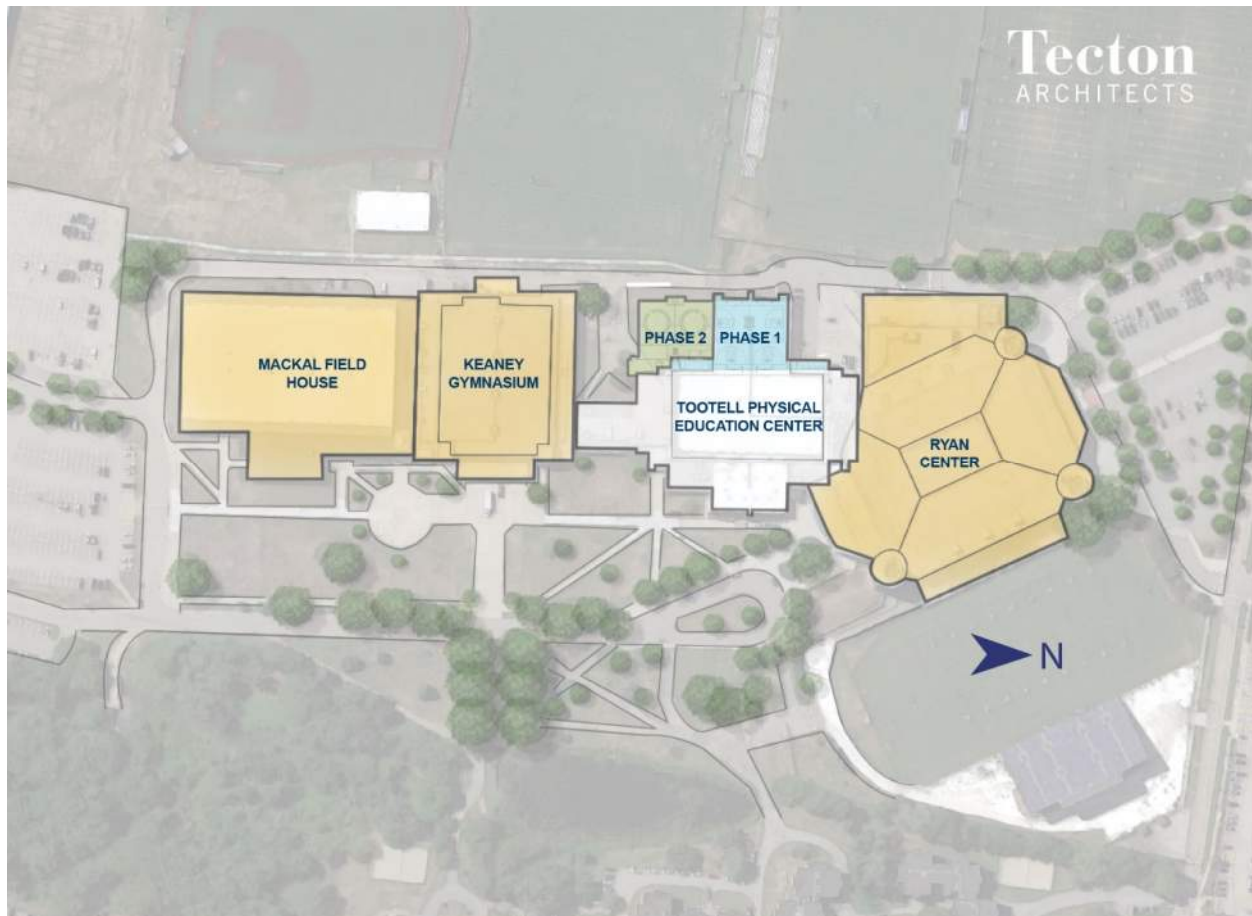
2

ARCHITECTURAL

2 - ARCHITECTURAL

2.0 GENERAL

The Tootell Physical Education Center is located on the University of Rhode Island's Kingston Campus at 105 Keaney Road, Kingston RI. According to reports, the original building was built in the 1968. Renovations have occurred since that time.



This study outlines the next phase of renovations within the Tootell Physical Education Center. Which will build upon the completed renovations to the Ryan Family Student-Athlete Complex in the Spring of 2014. The Ryan Family Student-Athlete Complex comprises the East and South areas of Tootell, the connector to Keaney Gymnasium and the North hallway of the Gymnasium. It houses the Eleanor Carlson Strength & Conditioning Center, Anthony J. Rose Athletic Training Room & Sports Medicine Center, The Katie DeCubellis Memorial Foundation Student-Athlete Commons & Advising Center and the Winter Family Foundation & Wicks Family Champions Gallery.

The remaining spaces within Tootell are the Aquatic Center with Men's and Women's Lockers, Dance Studio, Rowing Room, Campus Recreation Meeting Room, offices, handball courts and the West Gym.

The West Gym is the target of this conceptual study and is currently used for Basketball, Volleyball, Badminton, along with Baseball and Softball practices.

The West Gym is accessed from the West Corridor with two exits to the exterior with stairs down to grade. To the north of the West Gym is a room for Gym Storage and offices for Rowing. To the South of West Gym is a larger Gym Storage room and the Maintenance Office. This study encompasses the corridors which circle around the Aquatic Center.

West Gym:	10,033 SF
North Storage:	151 SF
South Storage:	431 SF
Maintenance Office:	245 SF
North, West, South and Elevator corridors:	3,653 SF
East Corridor:	3,572 SF

Our review and assessment of existing conditions, performed by the consultants in March of 2018, was based on information received by staff, pdf files of Construction Drawings dated 1968, and some, but not all pdf files of renovations since 1968 till present provided by the University of Rhode Island for the Tootell Complex.

2.1 – EXISTING CONDITIONS & OBSERVATIONS

A. Exterior Envelope & Roof

As noted above, the Tootell facility was constructed in 1968. The West Gym is supported by a concrete foundation. One half of the gym is on slab on grade while the other half is supported by a concrete slab with the Handball Court spaces below. Finished grade around the perimeter of the West Gym is about 5-6 feet below the finished floor of the gym.

The exterior wall is a cavity wall constructed of 4” brick, 8” concrete masonry unit with an airspace. Steel columns are located within the wall in line with the concrete masonry units. The top of the wall has a band of precast concrete spandrel panels in place of the brick that wraps the West Gym North, West and South facades. The West façade of the gym features brick pilasters with precast concrete caps.

The roof of the West Gym is supported by steel construction. As noted in the 1987 renovation drawings, the built up roofing was removed and replaced with a new membrane and a new layer of insulation. The insulation is on top of fibrous planks on steel bulb Tees. The bulb tees and fibrous planks are visible from the gym floor below. They are supported by steel tubes that run perpendicular and rest on the four fabricated steel column/beams that span from East to West. There are also 8 roof fans located on the roof of the gym.

Observations

- A1. Standing water located above divider storage section of Main Gym.
- A2. Chipped bricks (3 total) & section of concrete walkway missing.
- A3. Green growth located on existing brick masonry - multiple locations.
- A4. Rust marks running down vertical surface of concrete at locations of railing sleeves. Bug holes on concrete surfaces and chipped sections of concrete @ painted white wall.
- A5. Rust forming at railing sleeve. Crack in concrete step at location of railing sleeve.
- A6. Rust forming at railing sleeve. Railing completely separated from railing sleeve. Second existing unused and filled railing sleeve. Chipping of concrete around both sleeves.
- A7. Two existing unused sleeves encased in concrete stairs. Rust at both locations. One has crack/loosening section at stair tread/riser.
- A8. Existing door does not have a closer. Existing metal door has dents on interior. Frame has exposed unused strike. Chipped/rust on panic hardware.
- A9. Existing door does not have a closer. Existing metal door has dents on interior. Chipped/rust on panic hardware. Panic hardware difficult to operate from interior.
- A10. Railing loose at existing sleeve in concrete stair.
- A11. Corner of concrete missing at stair slab / railing sleeve.
- A12. Crack in concrete stair slab at railing sleeve.
- A13. Railing paint chipped.
- A14. Crack in bricks / mortar.
- A15. Crack and deterioration in concrete walkway at existing bollard.
- A16. Existing patch mortar doesn't match existing, excessive mortar in two locations.

A17. Corner of concrete landing missing.

A18. Rusted metal stand has created rust marking on the concrete landing. There is an existing metal hook that is covered in rust mounted to the brick wall.

A19. Vertical crack in brick wall and mortar, extends through bricks and mortar about 19 bricks in height.



Photo A1: Standing water @ roof.



Photo A2: Chipped bricks & walkway.



Photo A3: Green growth on bricks.



Photo A3: Green growth on bricks.



Photo A3: Green growth on bricks.



Photo A3: Green growth on bricks.



Photo A3: Green growth on bricks.

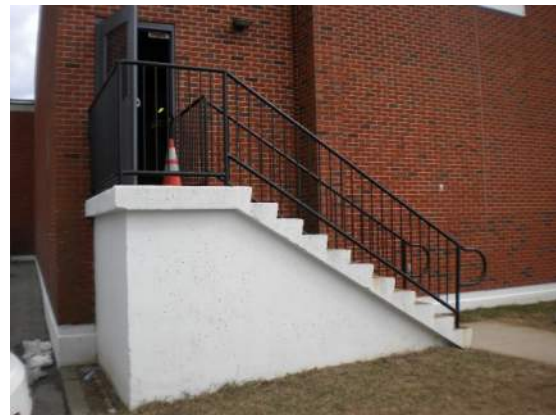


Photo A4: Rust marks / Bug holes.



Photo A5: Rust / cracking at stair.



Photo A6: Rust / cracking / railing disconnected.



Photo A7: Existing railing sleeves.



Photo A8: Door closer missing.



Photo A8: Dents in door.

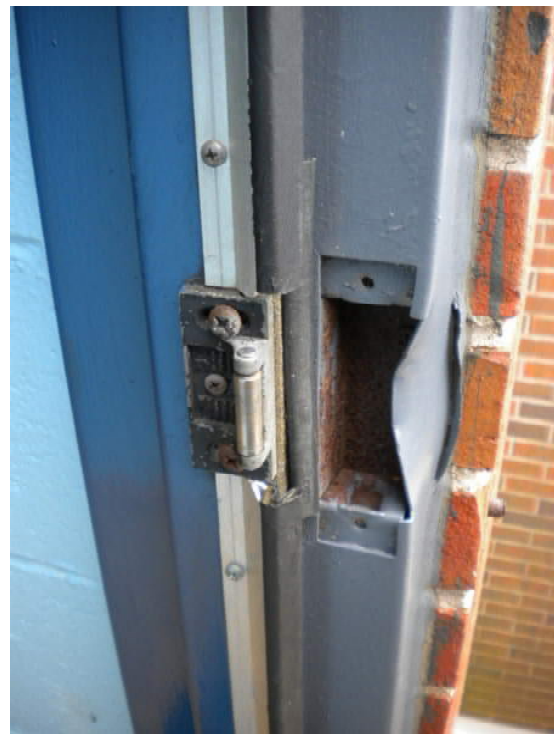


Photo A8: 2nd Door strike-damaged.



Photo A9: Dents in door



Photo A9: 2nd diamond plate threshold.



Photo A10: Right railing is loose



Photo A11: Concrete missing at railing sleeve.



Photo A12: Crack in concrete at sleeve



Photo A13: Chipped paint on railing.

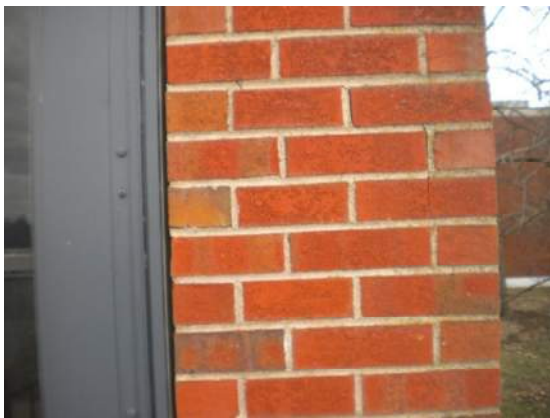


Photo A14: Crack in brick and mortar



Photo A15: concrete deterioration at bollard.

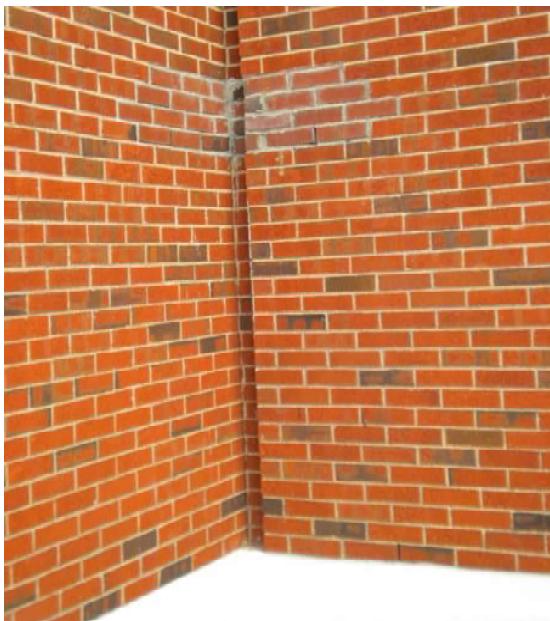


Photo A16: Mortar patch doesn't match existing.



Photo A16: Mortar patch.



Photo A17: Concrete Corner missing.



Photo A18: Metal Stand & Wall Hook.



Photo A19: Vertical crack.

B. West Gym & Storage Spaces

The existing court flooring system is built on the concrete slab. The difference is made up at the thresholds of the double doors that connect to the West corridor. The wall finish in the gym is painted concrete masonry units on all four walls. Four exposed main structural steel frames are painted to match the walls with the remaining roof steel is a contrasting dark shade of red. The fibrous planks are white in color. There is a bump out on the West Façade that used to house the movable partition.

There are two storage spaces, one at the Northeast of the gym and the other at the Southeast. The North storage room has a door opening to the corridor and both have double doors opening to the gym. Both storage rooms have wall louvers for the existing HVAC system, refer to the HVAC systems section following in the report. Both storage rooms have unfinished walls with open ceilings. The South storage room has a finished concrete floor and the North has carpet.

Observations

- B1. Damaged louvers next to storage room doors.
- B2. Existing wood doors have scratches, chips and portions of polished finish missing. Door underlayment exposed.
- B3. Existing conduit penetration.
- B4. Existing cmu wall in Gym Storage room.
- B5. Damaged louvers next to storage room doors.
- B6. Existing wood doors have scratches, chips and portions of polished finish missing. Door underlayment exposed.
- B7. Corridor door has surface damage.
- B8. Existing horizontal slot HVAC supply louver has vertical fins that are oriented differently, possibly damaged. Supply louvers located along the entire East Wall.
- B9. Existing door, frame, hardware and threshold. Note that the threshold covers the different elevations of the floor finishes between the gym and corridor. (Two doors)
- B10. Sleeves with metal cover plates are located throughout the gym floor. The locations are coordinated with placement of markings for other courts, totaling 35. Sizes vary from about 3” in diameter to 7”.
- B11. Existing wall mounted padding(at locations of hoops); along with column mounted padding(at 8 existing columns) are damaged throughout the gym in multiple locations.
- B12. Existing roof fan location. Client noted during walkthrough that three of the 8 fans currently do not function.
- B13. Damaged concrete masonry units around existing column. Damaged wall mounted conduit.
- B14. Damaged concrete masonry units.
- B15. Existing head enclosure for a moveable wall partition.
- B16. Cracking observed along East wall, approximately 15-18 cmu courses above floor, multiple locations.

B17. Extent of existing cmu wall to be removed up to 12'-0" above floor slab. According to 1968 Construction Documents, the first 16 courses are 6" cmu and courses 17-18 are 2" cmu, see recommendations below for new installation.

B18. Ceiling/wall mounted backstops. 6 total.

B19. One wall mounted scoreboard and two locations of wall mounted equipment.



Photo B1: Damaged louvers.



Photo B2: Damaged doors.

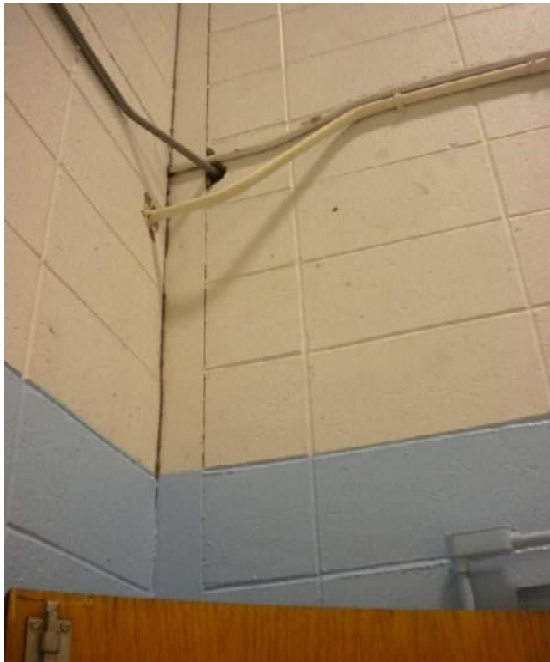


Photo B3: Conduit penetration.



Photo B4: Existing Storage Room.



Photo B5: Existing Doors and louvers.



Photo B6: Existing Wood door.



Photo B7: Existing door to corridor.



Photo B8: Existing HVAC Supply grilles.



Photo B9: Existing threshold.



Photo B12: Metal sleeves with cover plates.



Photo B11: Damaged existing padding.

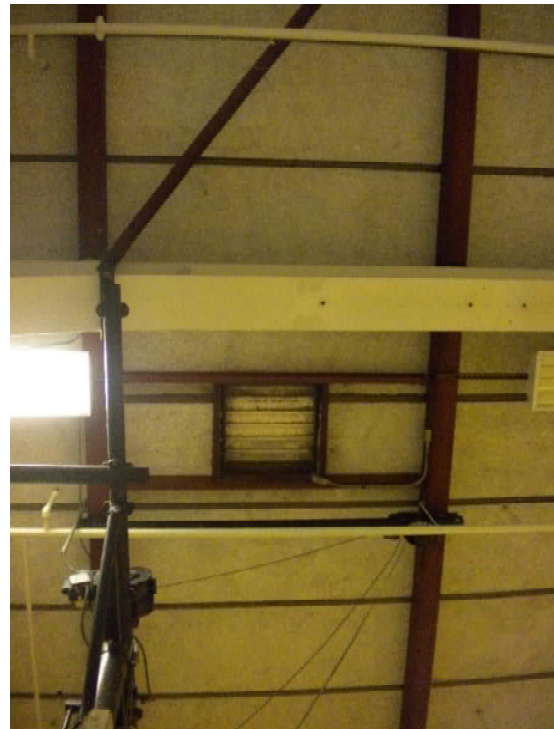


Photo B14: Existing Roof fan location.



Photo B13: Damaged CMU and conduit.



Photo B14: Damaged CMU.



Photo B15: Moveable partition enclosure

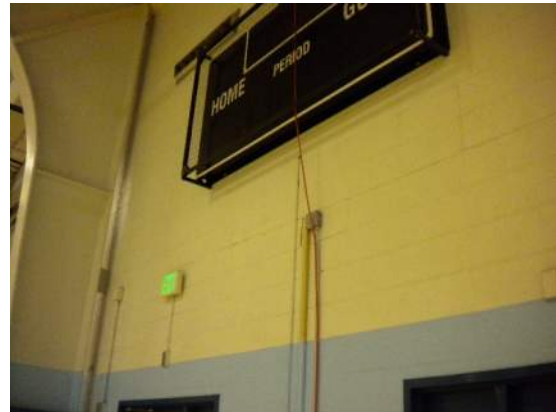


Photo B16: Cracking in CMU mortar



Photo B16: Cracking in CMU mortar



Photo B18: Existing Basketball hoop

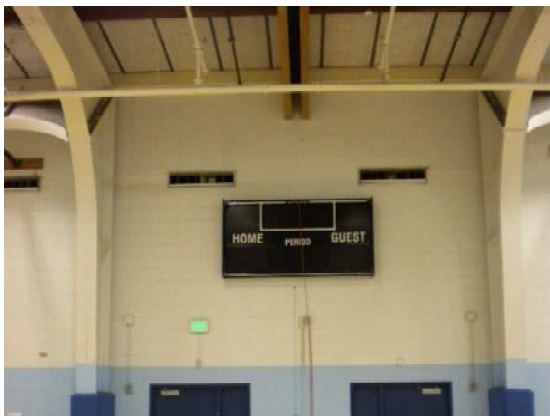


Photo B19: Existing Scoreboard & wall mounted equipment



C. Corridors

The upper level corridors, which include the North, West, South and Elevator access corridors, all have a painted concrete floor slab finish. The upper level corridors also have the same repetitive ceiling grid and lighting pattern. Only at the intersections of the North and West corridors and at the West and South corridors does the ceiling grid break in plane. In both locations the ceiling drops with gypsum board soffits facing the corridors.

The North corridor features a wall mural for the Rowing team that is adhered to the Rowing/boiler room wall. The wall on the other side of the corridor, adjacent to the pool, has painted concrete masonry units with stainless steel framed glazed openings, each opening has a wood railing across the front of them.

The West corridor has two glazed openings facing the pool area, both located at each end of the corridor. The remaining run of the poolside wall is comprised of painted concrete masonry units and cannot have openings due to the wall mounted pool covers with thru wall structure, which is visible in the corridor. Both walls are painted concrete masonry units, thus creating a long, repetitive and uninviting space.

The South corridor features exposed brick on the Dance Studio wall with recessed blue painted steel columns with a concrete fill at the floor level. The wall adjacent to the pool mirrors the North side of the pool described above. It also features the Rhode Island Aquatic Hall of Fame which features wooden plaques for each individual. They span from the Southwest corridor intersection to the stairs connecting to the East Corridor. A glass covered bulletin board is located near the stairs, along with a wood plaque with name plates in the shape of Rhode Island that is mounted above the stairs.

The East Corridor has been recently upgraded in the renovation described above as part of The Ryan Family Student-Athlete Complex. The corridor features two glazed openings which provide views into the Eleanor Carlson Strength & Conditioning Center and connect it with the corridor. The glazed openings are accented with a change in the flooring material color along with an angled wood structure. The angled wood structure has can light fixtures recessed on the sloped ceiling level along with a visual display of images of athletes in various sports. The wood structures are located at both ends of the Eleanor Carlson Center and breakup the long continuous corridor in a nice manner. The imagery of athletes continues throughout the corridor with wood visual display panels that have several images of athletes displayed on them with wall wash lighting to highlight them. The ceiling has been raised in several areas to create some interest and breakup the continuous hallway as well.

Observations

- C1. Bulletin board – wall mounted.
- C2. Existing West corridor perspective.
- C3. Existing cabinet unit heaters at North/West corridor intersection and South/West corridor intersection, informed during visit they do not function.
- C4. Existing wood doors at North/West corridor intersection and South/West corridor intersection.
- C5. Cracks in existing painted concrete slab in corridor. Painted concrete floor extends to South, West, North corridors and the upper level access to the elevator.
- C6. North and South existing stairs connecting the upper and lower levels.
- C7. Water damage at southeast corridor ceiling tiles.
- C8. Chipped storefront frame.
- C9. Existing wood display panels have exposed ends in the East corridor.
- C10. Existing entry from Ryan Center.
- C11. Existing South Corridor.
- C12. Sagging ceiling tile in South Corridor, stained ceiling tiles.
- C13. Existing North Corridor.
- C14. Existing East Corridor Glazed opening

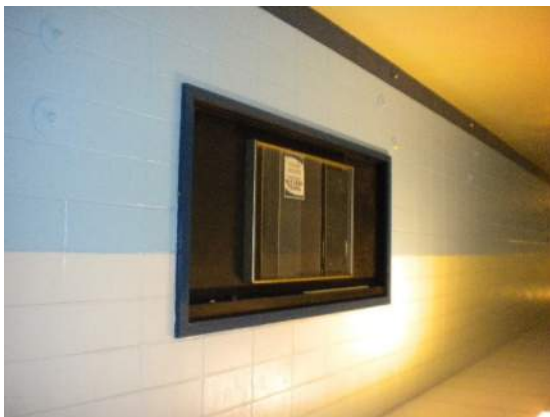


Photo C1: existing bulletin board



Photo C2: Existing West Corridor



Photo C3/C4: existing Northwest corridor



Photo C5: Crack in floor, Southwest corridor



Photo C5: Chipped floor finish, Elevator vestibule

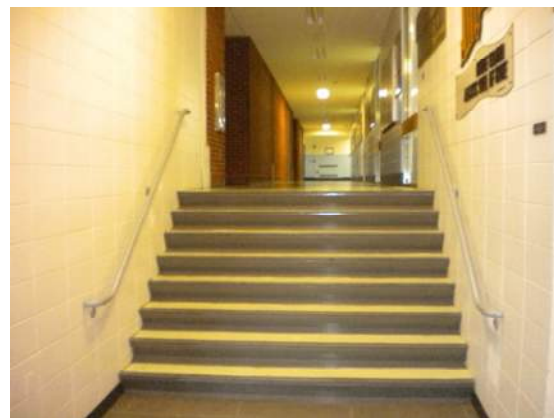


Photo C6: Existing South Stair

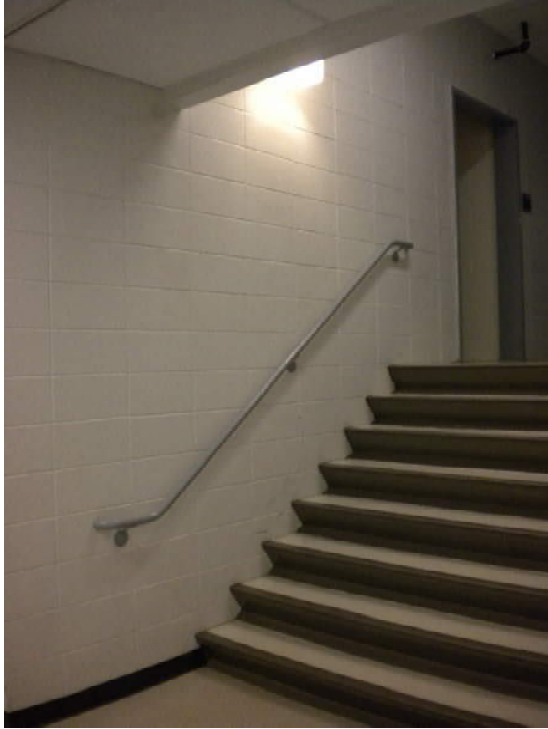


Photo C6: Existing North Stair

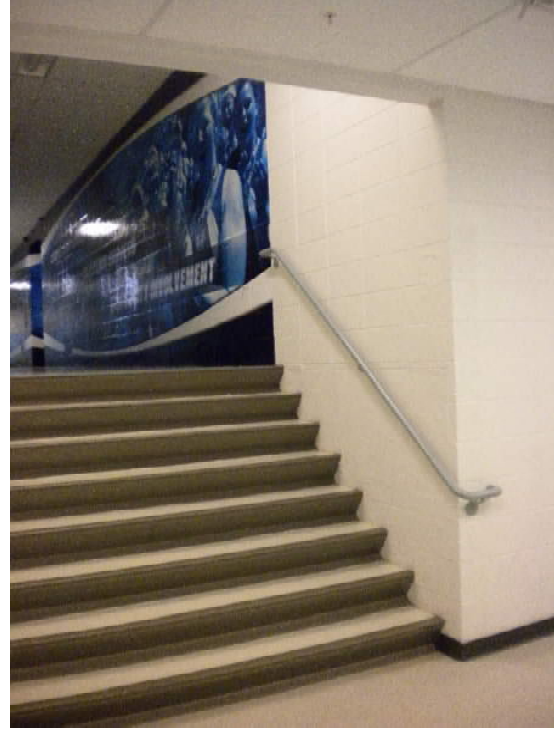


Photo C6: Existing North Stair



Photo C7: Water damage to ceiling tiles



Photo C8: Chipped paint on door frame



Photo C9: Existing visual display



Photo C10: Existing node/entry from The Ryan Center



Photo C11: Existing South Corridor



Photo C12: Sagging ceiling tile



Photo C13: Existing North Corridor



Photo C14: Existing East Corridor & glazed opening with wood accent

D. Phase 2 Existing Conditions

Observations

- D1. Existing 8” plug for future addition (noted on 1968 construction documents, sheet M-1.)
- D2. Laundry room exhaust penetration in exterior wall.
- D3. Existing pipe penetration in existing wall and hose bib.
- D4. Existing site drain cover & four existing trees.
- D5. View of South side of West Gym.



Photo D1: existing 8” pipe



Photo D2: Laundry Room Exhaust.



Photo D3: existing pipe penetration/hose bib



Photo D5: South view of West Gym

2.3 – RECOMMENDATIONS

A. Exterior Envelope & Roof

First Floor

- A1. Remove roofing membrane in area of standing water, remaining roof structure to remain. Install new tapered roof insulation over existing roof structure, sloping towards roof drains. Install new roof membrane.
- A2. Remove chipped bricks (3 total) and damaged mortar. Install new bricks to match and mortar. Patch and repair section of missing walkway.
- A3. Clean green grown from existing brick masonry.
- A4. Pressure wash and remove loose white paint. Apply rub finish to create smooth finish. Apply exterior paint to match existing white paint below brick.
- A5. Remove all steel sleeves from concrete. Remove all black railings. Remove existing door, frame and hardware. Existing opening to remain. Install new Aluminum Door, frame and hardware. Including panic hardware. Patch and repair all cracks in concrete stair for installation of new railing. Install new railings with sleeves in existing concrete stair.
- A6. *See A5.*
- A7. *See A5.*
- A8. *See A5.*
- A9. *See A5.*
- A10. *See A5.*
- A11. *See A5.*
- A12. *See A5.*
- A13. *See A5.*
- A14. Seal crack.
- A15. Remove damaged section of concrete walk and repour to match existing concrete walk in its entirety.
- A16. Remove existing mortar that doesn't match existing mortar of the building. Provide matching mortar to existing mortar and replace removed mortar at locations indicated.
- A17. Prep and reform damaged corner of concrete step.
- A18. Remove rusted wall hook and metal stand. Once removed, remove rust marks from concrete.
- A19. Seal vertical crack.

B. West Gym & Storage SpacesFirst Floor

- B1. Louvers to be removed. Infill with new cmu wall.
- B2. Door, frame, hardware and threshold to be removed. Install new louvers. Construct cmu wall to create duct enclosure in existing storage room for new HVAC system, see mechanical.
- B3. All existing wall mounted conduit to be removed. Seal all existing wall penetrations.
- B4. Provide new opening in wall for new hollow metal double door and frame with steel lintel.
- B5. Louvers to be removed. Infill with new cmu wall.
- B6. Door, frame, hardware and threshold to be removed. Install new louvers. Construct cmu wall to create duct enclosure in existing storage room for new HVAC system, see mechanical.
- B7. Remove Door, frame, hardware and existing cmu wall. Install new door and cmu wall, align with existing corridor cmu wall. In storage room, remove wood structure above structural steel.
- B8. Existing supply grilles to be removed, see mechanical. Infill openings with cmu & mortar. Prep for new finish, see wall treatment for East Wall below.
- B9. Existing doors, frames, hardware and thresholds to be removed.
- B10. Remove existing gym floor in its entirety down to existing concrete slab. Remove all(35) metal sleeves with cover plates. Fill remaining holes to match & align with existing concrete floor surface.
- B11. Remove all wall mounted padding and prep wall for new finish / padding. Remove all column mounted padding along with wood supports. Prep columns to receive new padding and padding support.
- B12. Remove existing roof fans and associated components in mechanical rooms. Fill opening with Tectum panel, rigid insulation and install new roof membrane.
- B13. Remove loose cmu. Infill with cmu and mortar.
- B14. *See B13.*
- B15. Existing head enclosure for moveable wall partition to be removed. Consisting of wood finish, unistrut framing and track. Existing steel W Flange beam to remain (spanning perpendicular to 6"x10" steel tube framing).
- B16. *See B17.*
- B17. Install aluminum storefront glazed with impact glass with frosted graphics, as indicated in renderings, for the width of the opening, to a height of 9'-8" above existing floor slab. Glazing panels to be butt glazed. Center opening to have frameless double door with aluminum long pulls. Infill above the aluminum storefront to ~10'-8" above existing slab to the underside of existing steel beam with 6" metal stud framing and gypsum board on both sides. Infill from ~10'-8" to 12'-0" with metal stud and gypsum board on one side, flush with existing cmu wall above. Provide brace framing to existing structure.
- B18. Ceiling/wall mounted basketball backstops to be removed, including wood blocking located on cmu walls (6 total).
- B19. Remove wall mounted scoreboard and two shot clocks and associated wiring.



View from Keemotion camera of practice courts (Phase 2 Glass Window wall is shown)

Renovated West Gym Phase 1 treatments:

Flooring

Install new Full court and two half courts. Intent for new flooring is to provide the in-game feel of The Ryan Center. Flooring to be Robbins Flooring-Bio Channel Classic with two wood tone finishes and blue painted wood finish around the perimeter of the courts as well as between the full court and half courts. Provide the A10 decal in four locations at the foul line and two-tone RI logo at center court of the Full Court. All blue and white paint striping along with logos to match The Ryan Center court.

Ceiling

- All structural steel to be painted white.
- Tectum roof deck to be painted white.
- Lighting in the Gym to be Ephesus Arena Pro 600. 58 fixtures shown in renderings, mounted to existing steel tubes.
- Keemotion video system mounted to existing steel deck is located between the two half courts.
- Provide 4 ceiling mounted Spalding Superglass Backboards with breakaway goals and padding color to match URI dark blue. Provide shot clocks for each backboard by Daktronics.

North Wall

Install 6'-0" tall Gym wall padding mounted 9" above court flooring, color to match URI dark blue. Paint existing wall below padding white. Existing wall above padding is to be furred out with 1 5/8" metal studs and impact resistant gypsum board, painted white, extend to roof deck. Install additional band of impact resistant gypsum board, 2'6" in height, from the top of the wall padding to a height that aligns with the top of the aluminum storefront, gypsum board to be painted grey. Provide two lines of wall graphics. 'RHODE ISLAND' and "RAMS'. 'RAMS' is larger in font size, overlaps and is placed below 'RHODE ISLAND' on the white painted gypsum board. The South Wall graphic mirrors the North Wall Graphics as indicated in the phase 1 rendering below as illustrated above the half court. Spiral duct to be painted white.



Phase 1: Gymnasium looking at South Wall

West Wall

Infill the existing bumpout that used to store the wall partition gypsum board and metal studs, flush with the existing CMU wall. Space will be used as a storage room during phase 1 and install a 3'-6" x 7'-0" Solid Wood Door and Hollow Metal Frame. Install 6'-0" tall Gym wall padding mounted 9" above court flooring, color to match URI dark blue. Paint existing wall below padding white. Existing columns to be wrapped in gym wall padding with metal stud and plywood supports. Padding color around columns to match URI light blue. A 2 ft tall two-tone RI logo is placed near the top of all column padding. Existing wall above padding to be furred out with 1

5/8" metal studs and gypsum board, painted white, extend to roof deck. Install additional band of gypsum board, 2'6" in height, from the top of the wall padding to a height that aligns with the top of the aluminum storefront, gypsum board to be painted grey. The grey band of gypsum board also wraps the existing columns with metal stud and plywood support, located above the wall padding. Provide plywood cap at top, painted grey to match gypsum board band. Install banners to match those in The Ryan Center for NCAA Tournament appearances and A10 Conference Championships in column bays as indicated in the phase 1 rendering above. Provide a wall mounted scoreboard by Daktronics in the North Column bay. Install two wall mounted Spalding Superglass Backboards with breakaway goals, centered between columns.

South Wall

Install 6'-0" tall Gym wall padding mounted 9" above court flooring. Paint existing wall below padding white. Existing wall above padding to be furred out with 1 5/8" metal studs and gypsum board, painted white, extend to roof deck. Install additional band of gypsum board, 2'6" in height, from the top of the wall padding to a height that aligns with the top of the aluminum storefront, gypsum board to be painted grey. Provide wall graphics on white painted gypsum board as indicated in the phase 1 rendering on the previous page, above half court. Spiral duct to be painted white.

East Wall

See B17 above for aluminum storefront and opening infill description. The center opening frosted graphic reads, 'U.R.I. BASKETBALL'. The two remaining openings have frosted graphics that read, 'RHODY RAMS'.

Install 6'-0" tall Gym wall padding mounted 9" above court flooring on the existing cmu walls, color to match URI dark blue, located in two column bays between the glazed window walls. Existing columns to be wrapped in gym wall padding with metal stud and plywood supports. Padding color to match URI light blue. A 2 ft tall RI logo is placed near the top of all column padding. Existing cmu wall above padding to be furred out with 1 5/8" metal studs and gypsum board painted grey. The grey band of gypsum board also wraps the existing columns with metal stud and plywood support, located above the wall padding. Provide plywood cap at top, painted grey to match gypsum board band.

Acoustical perforated wood paneling is located above the grey band and Glass window walls and extend to roof deck above. Provide horizontal and vertical reveals in wood paneling installed in a horizontal running bond pattern, 4ft x 8ft. With black acoustical paneling behind. A 10 ft tall RI logo is located in center bay, offset from wall paneling.

C. Corridors

First Floor

- C1. Remove bulletin board and infill opening. Remove and relocate existing fire extinguisher and cabinet (next to double door) to new location.
- C2. Remove ceiling grid, lighting and ceiling tiles in North, West, South corridors and elevator access corridor. Remove and replace wall sconce by North stair to match linear slimline light fixture.
- C3. Remove cabinet unit heaters and infill openings. Install wall mounted visual display monitors(2 total) at these locations.
- C4. Remove and replace wood doors at stairwells with Full Glass wood doors.
- C5. Remove painted floor finish down to concrete slab. Install new vinyl plank flooring in North, West, South corridors and elevator access corridor. Install raised ramp at double doors accessing West Gym. See West Corridor section below for more information.
- C6. Install new rubber treads and risers at North and South Stairs.
- C7. Replace damaged ceiling tiles.
- C8. Prep and repaint chipped storefront frame.
- C9. Provide wood endcaps at all display board locations, locations noted on plan.
- C10. Updates to entrance from Ryan Center include: Wall graphics, paint doors & frames so they all match. Remove and replace ceiling grid, pads and lighting. Provide 2x2 acoustical ceiling grid with new light fixtures.
- C11. Provide wall mounted visual display monitor.
- C12. Ceiling grid, pads and light fixtures to be removed in the North and South Corridors. See North and South Corridors section below for new corridor treatments.
- C13. See C12.



Phase 1: Corridor looking into the Gymnasium

Renovated Corridor Phase 1 treatments:

West Corridor

Existing cmu walls to be furred out with gypsum board, painted white on 1 5/8" metal studs. Wood plank accents provide a break in the long corridor and provide a framework for the entrance to the gym. They are located between the three glass window walls that connect the gym with the corridor. 'RHODY RAMS' can be seen in the frosted graphics on the glazed window walls at each end of the gymnasium. The frosted graphic in the center glazed window wall reads 'U.R.I. BASKETBALL'. The ceiling has been designed with linear recessed slots in the gypsum board ceiling that are running perpendicular to the corridor for recessed linear light fixtures along with linear slot diffusers for the HVAC system. The same light fixtures are placed in the wood corridor accents and run from wall to wall at both ends of the accent and continue to flow vertically to the floor on the court side of the wood plank accent walls. The RI logo is placed on the court side of the corridor with backlighting behind the logo, creating a glowing effect. Opposite the logos are large wall mounted visual display monitors.

The corridor subfloor is raised about 3" at the gym entrance to match the height of the new gym flooring system. Ramps are located within the wood accents. Vinyl plank flooring is used in the corridor with a slight random pattern utilizing URI school colors; dark blue, light blue and white.

The white planks at the gym entrance along with Northwest and Southwest corridor intersections are replaced with grey planks to highlight these nodes, each with a wall mounted visual display monitor, totaling four in the West corridor. The soffits will remain at the intersections but the ceiling grid, pads and lighting will be replaced with the gypsum board with recessed slots for the new lighting and linear slot diffusers.

North & South Corridors

In the North and South Corridors, the vinyl plank flooring will extend all the way to the stairs that connect to the East Corridor. In the North Corridor, the vinyl plank flooring continues into the elevator corridor. Both sets of stairs will receive new rubber treads and risers, colors to match URIs color scheme. Light fixtures and linear slot diffusers to match the West corridor in arrangement and be perpendicular to the corridor. They are installed in a 2x2 acoustical ceiling grid. Additional decorative and hall of fame displays to be located in these corridors in the future are not identified as part of this study.

D. Phase 2 Existing Conditions

- D1. Existing 8" plug for future addition to remain.
- D2. Reroute Laundry room exhaust through roof. Infill exterior wall penetration with Brick, cmu and mortar to match existing wall construction. Ductwork in the Maintenance room to be removed. Infill floor penetration.
- D3. Reroute existing pipe penetration to exterior. Remove existing hose bib and cut back to source. Provide new hose bib and piping to exterior of new addition on the South side.
- D4. Remove existing site drain cover and vertical drainage piping, provide cap where vertical drainage piping is removed from horizontal piping. Remove four existing trees, stumps and root systems in their entirety.

E. Phase 2 Demolition

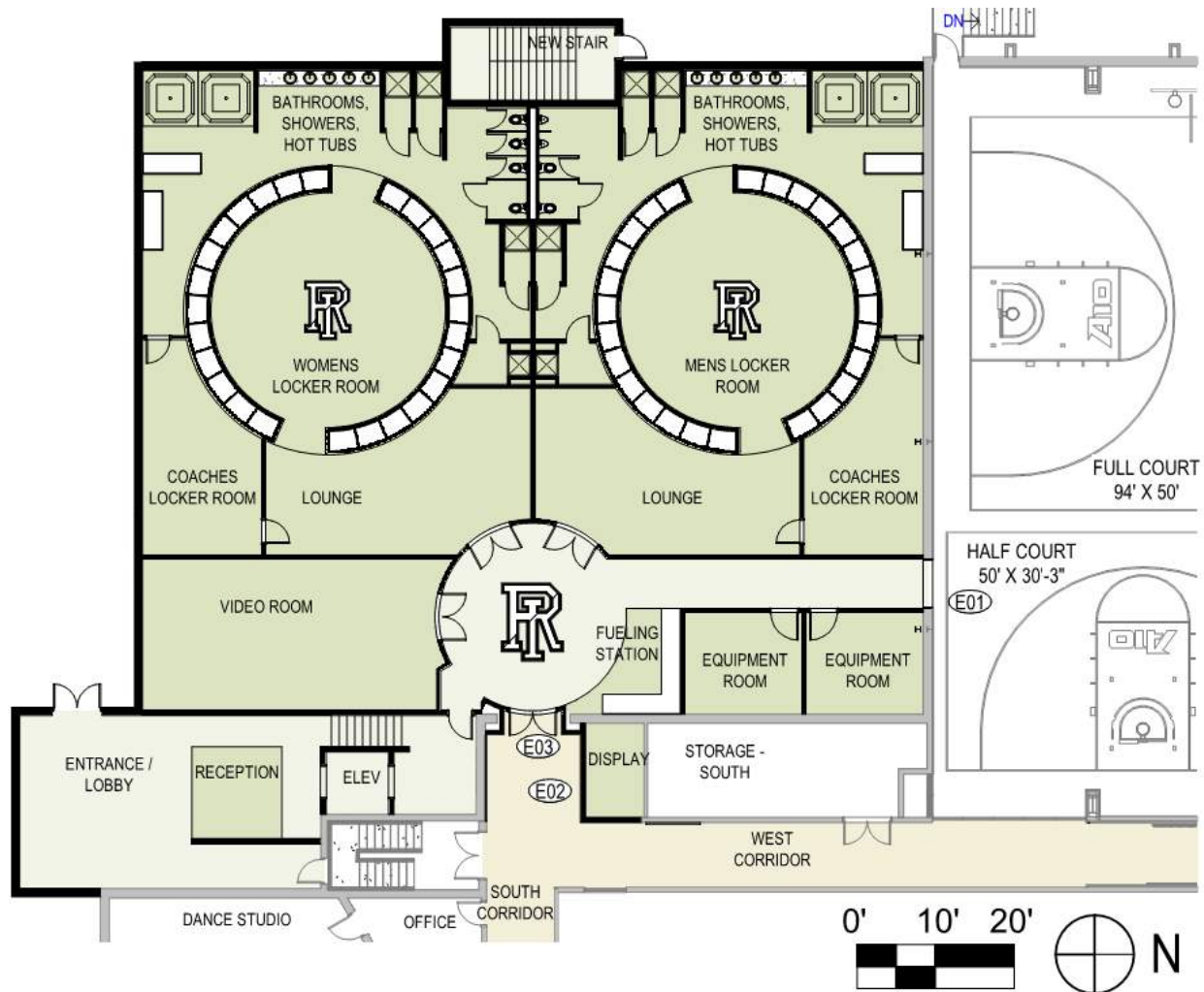
- E1. Provide 6'-0" clear opening in exterior wall to connect new phase 2 corridor to Gym. Remove existing brick, cmu and mortar from existing wall. Remove gym wall padding installed during Phase 1. Provide steel lintel and hollow metal frame at opening to the underside of the existing metal stud wall construction. Grey gypsum board band and metal stud construction to remain.
- E2. Existing Maintenance Office to be demolished. Remove CMU wall in the corridor. Existing Janitor sink to be removed. Piping to be rerouted to Janitor sink in the adjacent Storage South room. Ductwork for Laundry room exhaust to be removed as noted above under D2.
- E3. Provide 9'-4" clear opening in exterior wall to connect the corridor to the Basketball Foyer. Remove existing brick, cmu and mortar from existing wall. Provide steel lintel at opening.
- E4. Provide 73'-4" opening in exterior wall to allow for construction of the glass window wall overlooking the practice courts. Remove existing brick, CMU and mortar from existing wall. Remove gypsum board and metal studs installed during Phase 1 for opening. Remove wall graphics. Cut and remove bottom of precast panels. Existing steel columns to remain. Provide new columns near existing columns with steel lintels to pick up load of existing precast panels and CMU above.



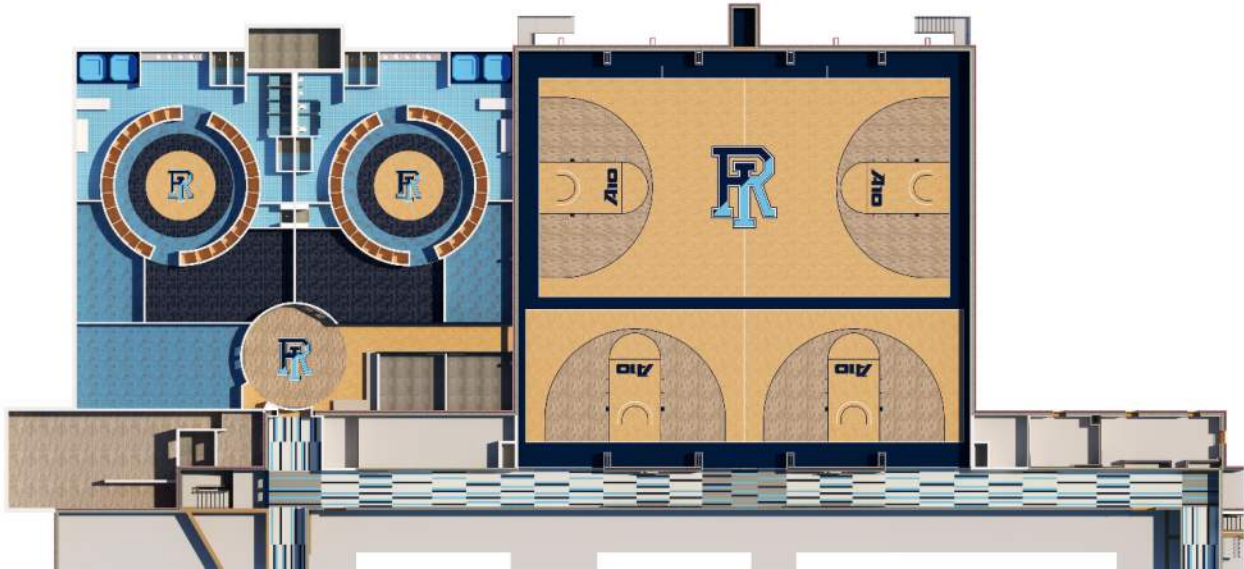
Phase 2: View from Gymnasium

F. Phase 2 Construction

Phase 2 consists of a two-story addition to the South of the West Gym, the new home of the men’s and women’s basketball teams. The addition houses two entrances to the training facility. The first entrance, facing the playing fields and providing access from the exterior and staff parking on the North side of the gym, opens to the Lobby and provides access to the training facility from the outdoor space shared with Keaney Gymnasium. The Lobby is configured as a double height volume, this allows for the second-floor recruiting rooms to have glazed views into the lobby. The East wall of the lobby provides a tall surface to use for visual displays. Including a blend of technology and graphics possibly consisting of program history, current success along with current professional players. The West and South walls will have glazed curtainwall allowing light to filter throughout the lobby. The lobby has space for a reception desk and access to the three-stop elevator. The lobby also provides a path for egress from the door of the stairway for the West and South corridors. An additional set of stairs leads up to the second elevator stop for the first floor and the access to the Foyer.



The Foyer is the second entrance to the basketball facility from the Southwest corridor node. The Southeast intersection is extended to the foyer. The existing cmu walls are furred out with painted gypsum board and metal studs. A ramp is installed to meet the floor level of the Foyer with the vinyl plank flooring laid on top of the ramp and extending from the corridor to the double door.



Phase 2: First floor finishes

The Foyer is circular in form as it serves as the hub for the first floor. The flooring used in the gym extends down the corridor and into the Foyer with the RI logo in the center of the floor. The fueling station, video room and lounges/locker rooms are all accessible from the foyer. The fueling station is located to the right as you walk into the Foyer from the entrance. It can be setup to offer both hot and cold foods as well as a variety of beverages for the convenience of student athletes arriving or leaving the facility, during practice sessions and/or during their time spent at the facility. The video room is fit out with lounge seating for 18 and has video capabilities for teams to review film as well as video from the Kee-motion video system. Along with the ability to conduct team meetings as an extension of the practice courts. A display area is located at the foyer entrance in the corridor area, providing a transitional space to the facility that is to be used for visual displays, display monitors, trophies, program history, etc.

The lounge and locker spaces for the men's and women's teams are mirrored to each other. The lounge space could be fit out with a video gaming system, pool tables and lounge seating. The team's locker room is circular in form with 26 wood lockers, each about three feet wide. The center of the locker room has the same wood flooring as the court with the RI logo in the middle of it with two carpet tones emanating out around the wood flooring. Seating can be placed in the center for team meetings, etc. There is space in the lounge and locker rooms for multiple TVs, smartboards, whiteboards along with wall space for team messaging and wall graphics. The bathrooms, showers, hot tubs and training tables are located off the locker rooms. Coaches locker rooms are each fit out with 10 lockers and are accessed from the lounges as well as the bathroom suites. Equipment rooms for both teams are located off the corridor connecting the foyer to the court.

Arriving at the second floor as you step off the elevator, you are greeted with a reception desk, waiting area, two single use toilets for the floor, and recruiting rooms for the men’s and woman’s teams. Each recruiting room is fit out with video presentation capabilities, photo shoot area, presentation area and mannequins with glazed views down into the Lobby and branding wall, noted on the second floor as, ‘OPEN TO BELOW’..



Walking counter clockwise around the circular corridor, one moves into the office spaces of the second floor. Both the men’s and woman’s teams have office space as follows. A head coach’s office with private bathroom, desk, door to the conference room, a worktable for 6 people and multiple wall mounted monitor displays. Three assistant coach’s offices, director of basketball operations and director of player development offices. All to have a desk and worktable for 4 people and a wall mounted monitor display. An office for both an Athletic Trainer, Strength and Conditioning coach and a video coordinator. The video coordinator is fit out with multiple desks and workstations.



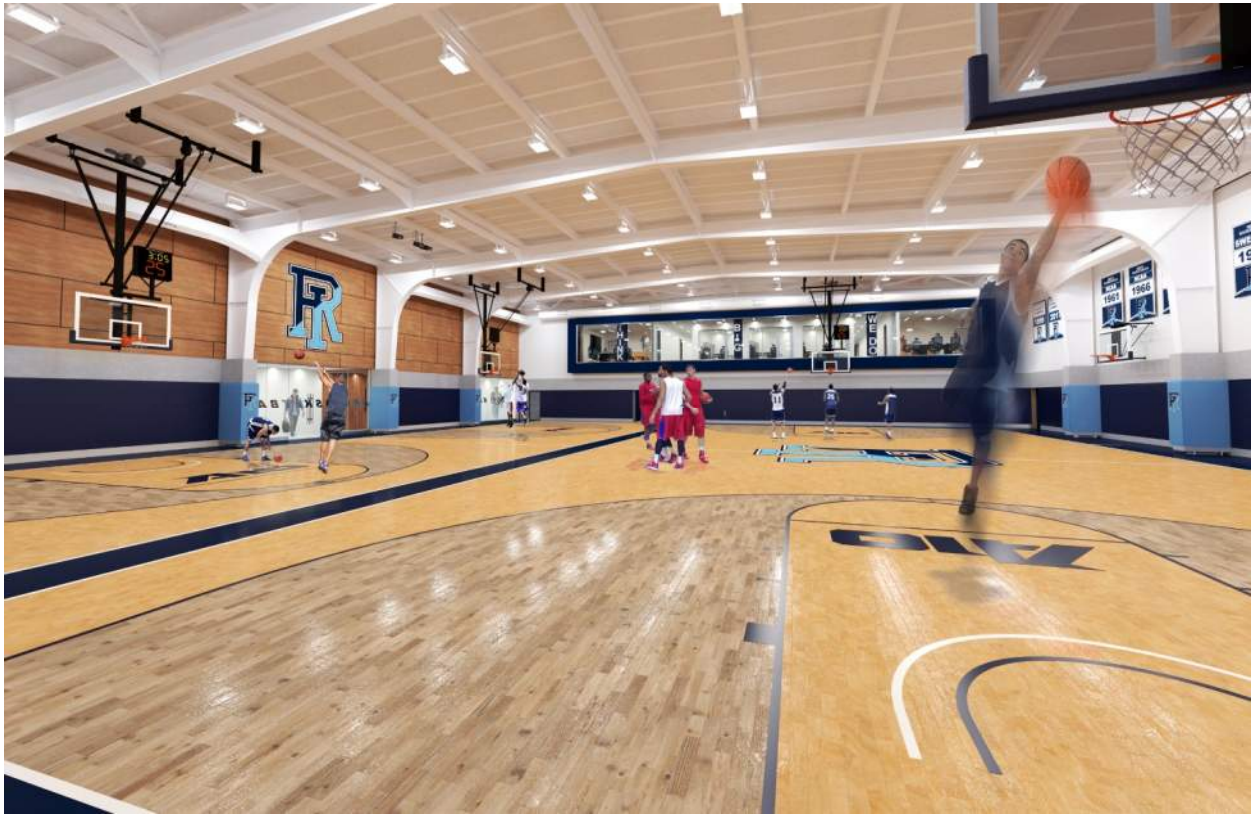
Phase 2: View from Head Coach's Office

Part of phase 2 demolition, noted above, is to create an opening in the exterior wall for the second floor. This allows the second floor to extend into the gymnasium, creating a continuous glass window wall with butt glazing and impact glass, matching the glazing installed in phase 1. The glazed window wall is framed in gypsum board, painted dark blue, making the window wall visually pop out against the whites and greys of the upper practice gym. Along the window wall, both head coach's offices and the corridor have direct views down into the practice court. From the practice court, the glazed storefronts of the assistant coach's offices can be viewed. The existing columns have been wrapped with dark blue painted gypsum board on metal studs. With "THINK, BIG and WE DO" Raised graphics, white in color, visible from the practice courts on each of the three column enclosures.

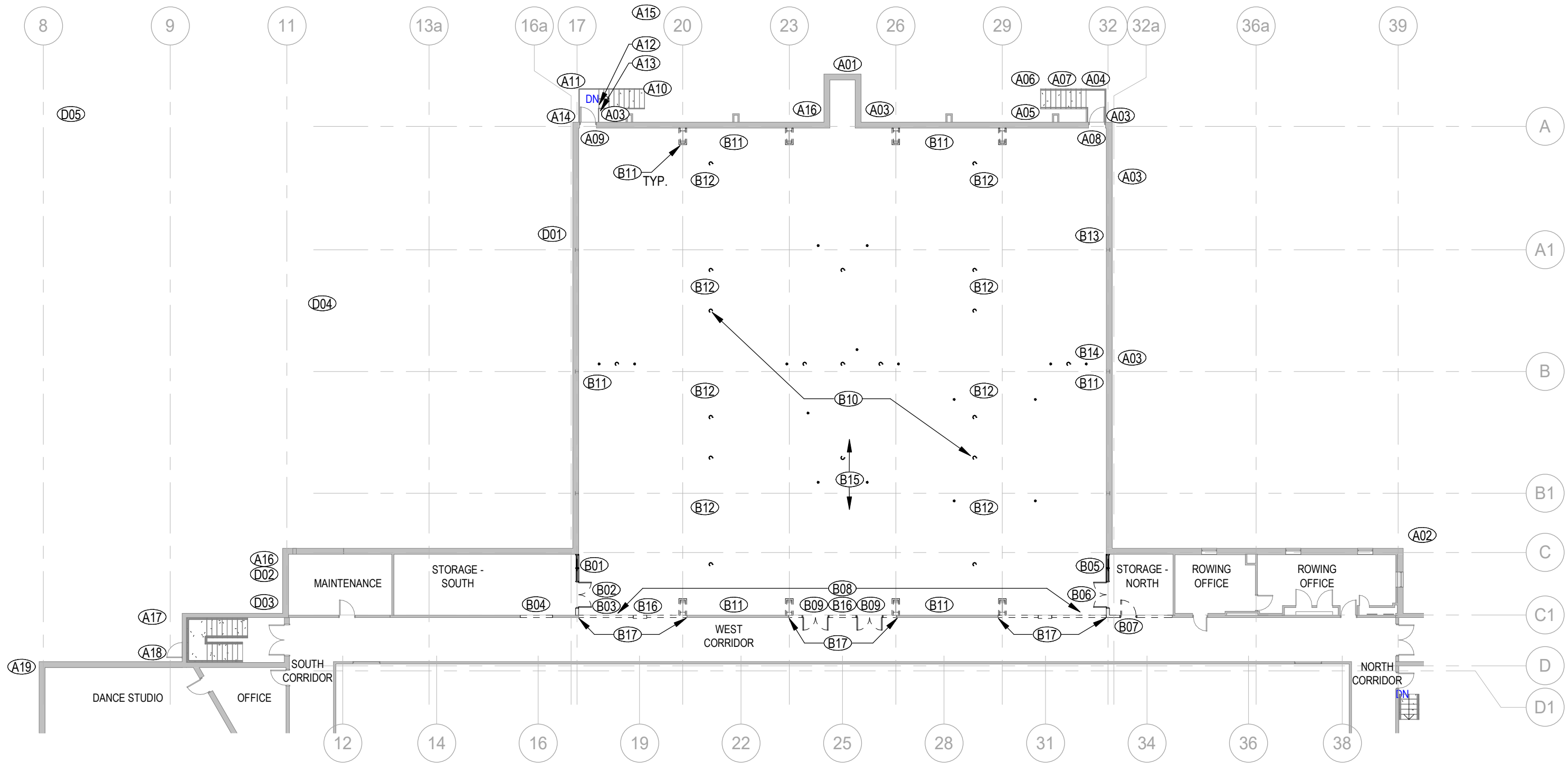
Located in the Southwest corner is the kitchen and café with seating for 25. Located between the café and recruiting rooms are two spaces for the Academic Center and Academic Advisor/Life skills office.

Second floor finishes are primarily carpet in the offices and corridor with tile in the café and bathrooms. Walls are painted gypsum board with acoustic ceiling tiles and slim linear light fixtures matching the corridor lighting. The exterior wall construction consists of brick, an air space, rigid insulation, air barrier membrane, glass mat sheathing, metal stud, vapor barrier membrane and gypsum board. Windows are located on the 2nd floor offices facing the exterior only, with the glazed curtainwall system for the lobby mentioned above.

There are two sets of egress stairs for the second floor. The stair located to West is new and runs from the second floor down to grade. It doubles as a second entrance for staff coming from parking on the North side of West Gym. The second is adding another flight of stairs to the existing stair located between the new elevator and next to the existing Dance Studio.

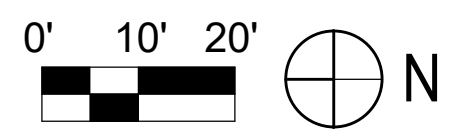


Phase 2: View from Gymnasium



FIRST FLOOR DEMOLITION PLAN

1" = 20'-0"



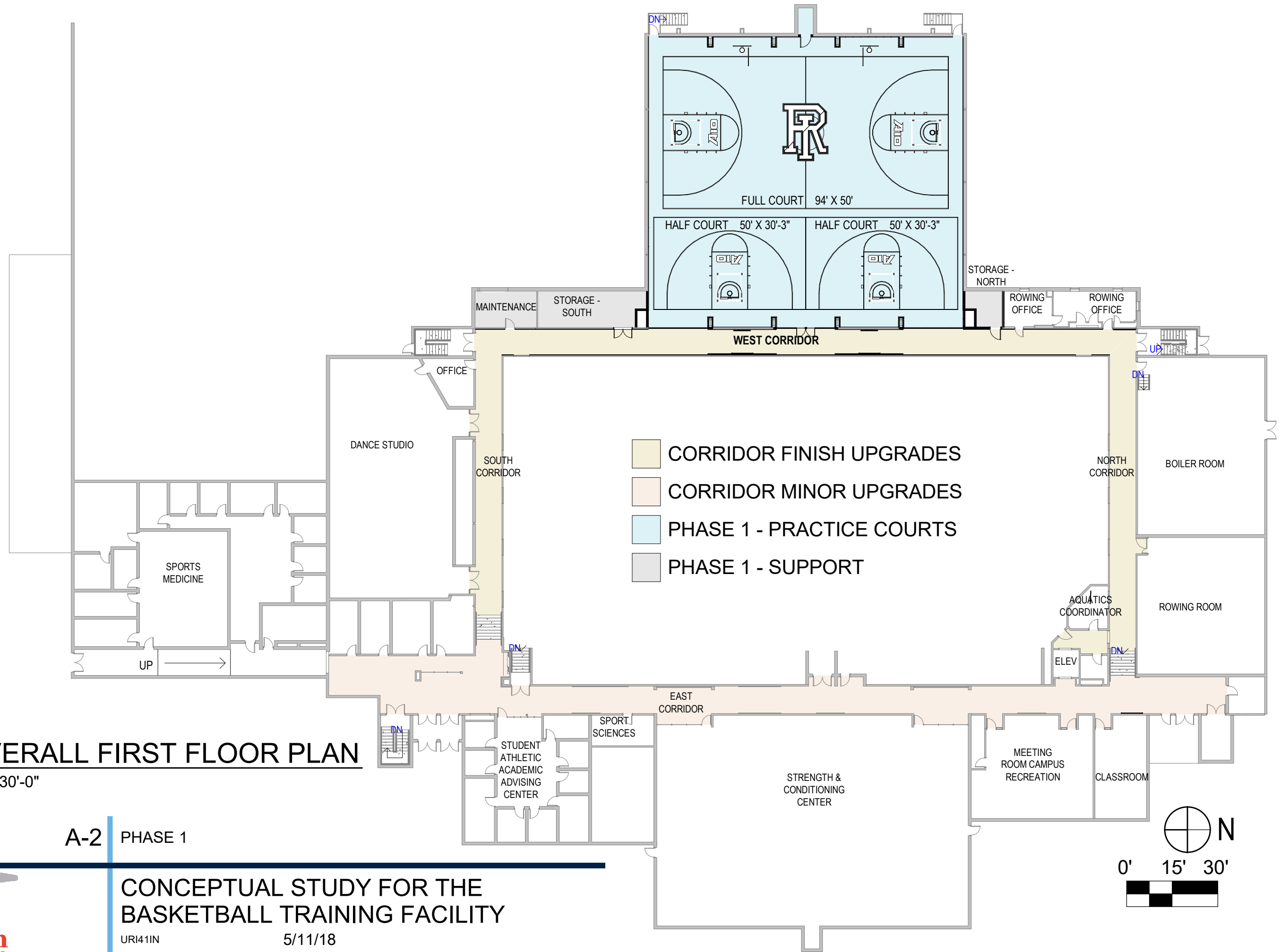
A-1 PHASE 1

CONCEPTUAL STUDY FOR THE BASKETBALL TRAINING FACILITY

URI411N

5/21/18





OVERALL FIRST FLOOR PLAN

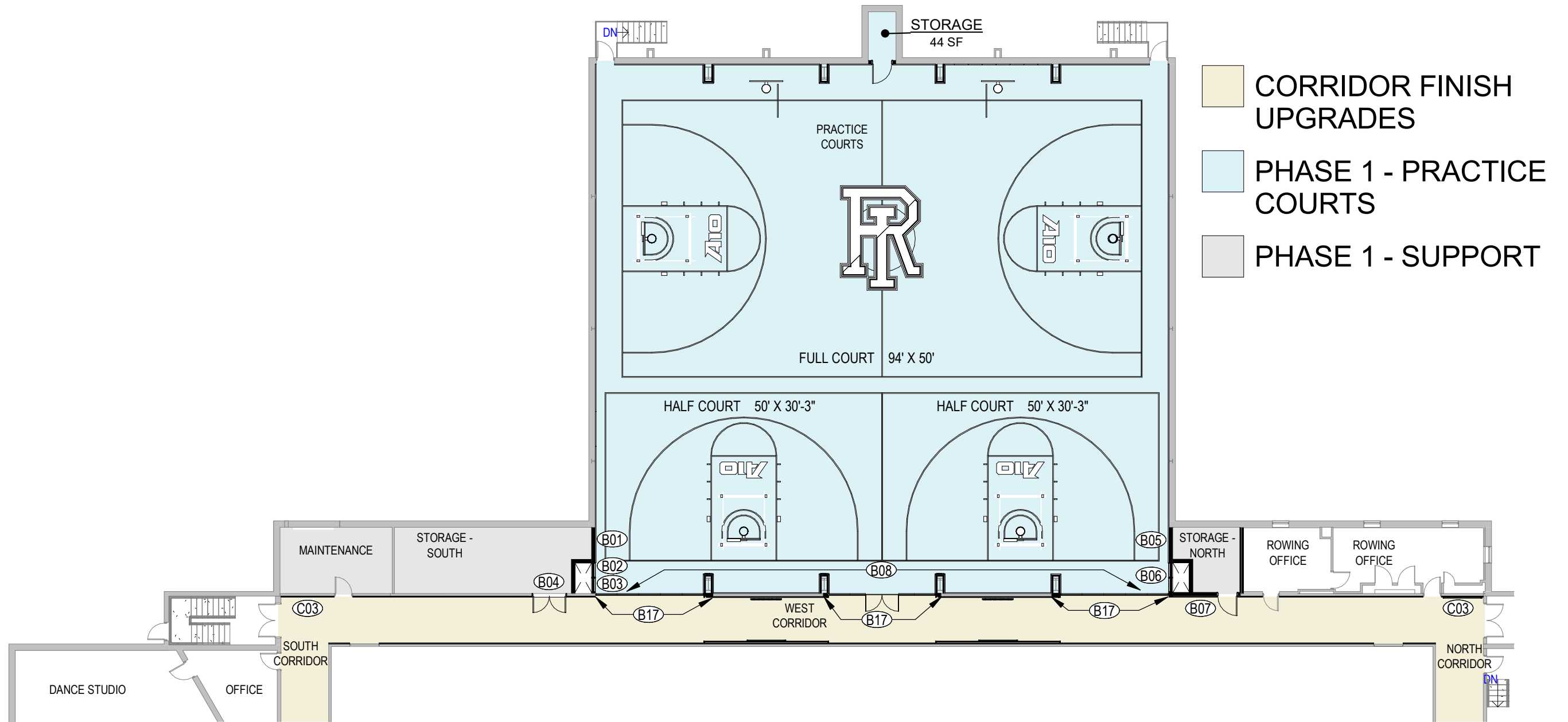
1" = 30'-0"

A-2 PHASE 1

CONCEPTUAL STUDY FOR THE BASKETBALL TRAINING FACILITY

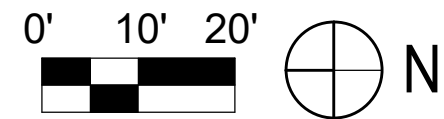
URI411N

5/11/18



FIRST FLOOR PLAN

1" = 20'-0"

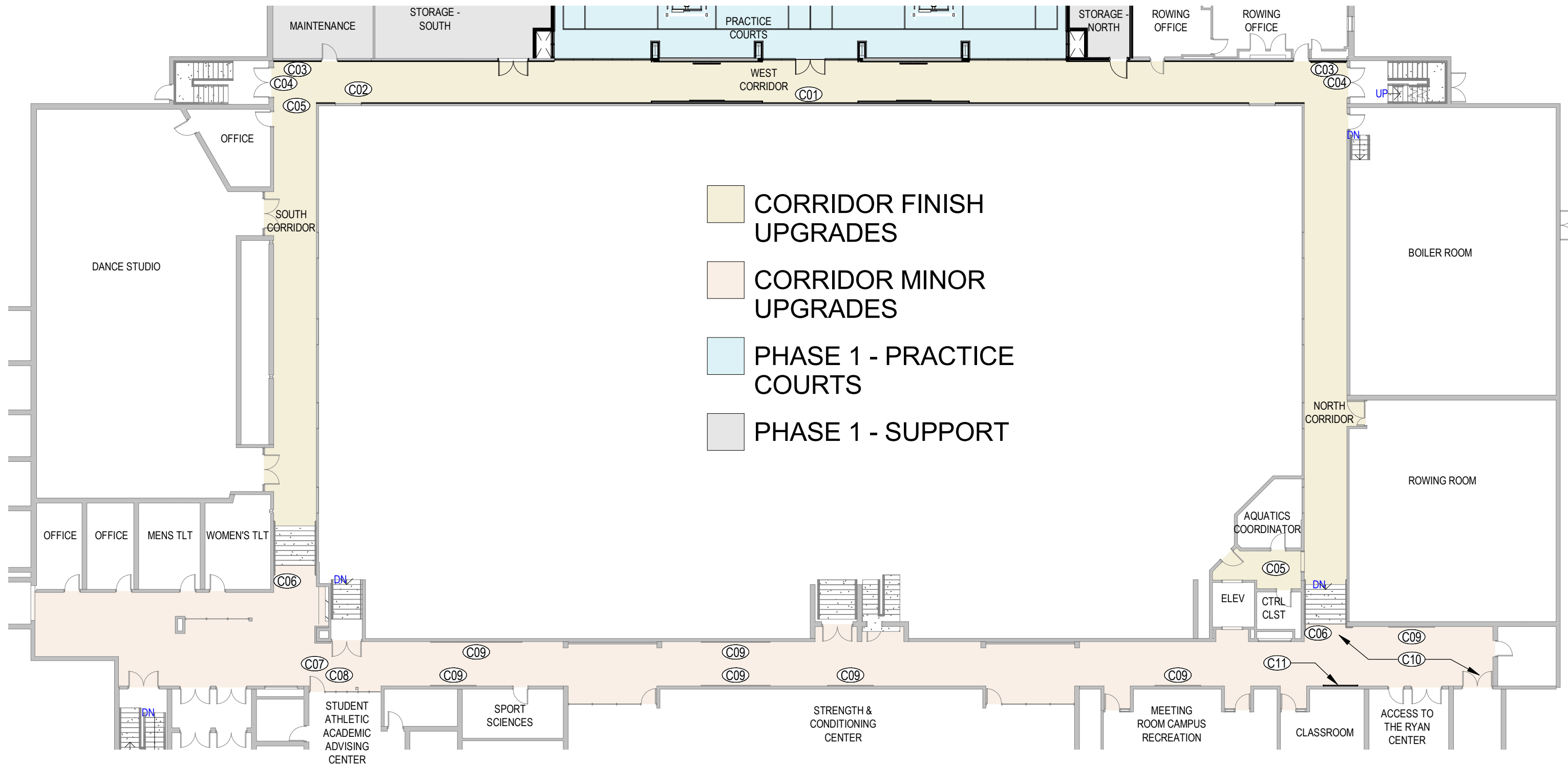


A-3 PHASE 1

CONCEPTUAL STUDY FOR THE BASKETBALL TRAINING FACILITY

URI411N

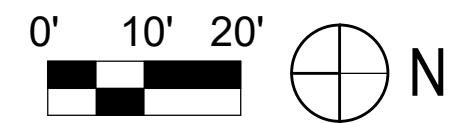
5/21/18



- CORRIDOR FINISH UPGRADES
- CORRIDOR MINOR UPGRADES
- PHASE 1 - PRACTICE COURTS
- PHASE 1 - SUPPORT

FIRST FLOOR PLAN

1" = 20'-0"



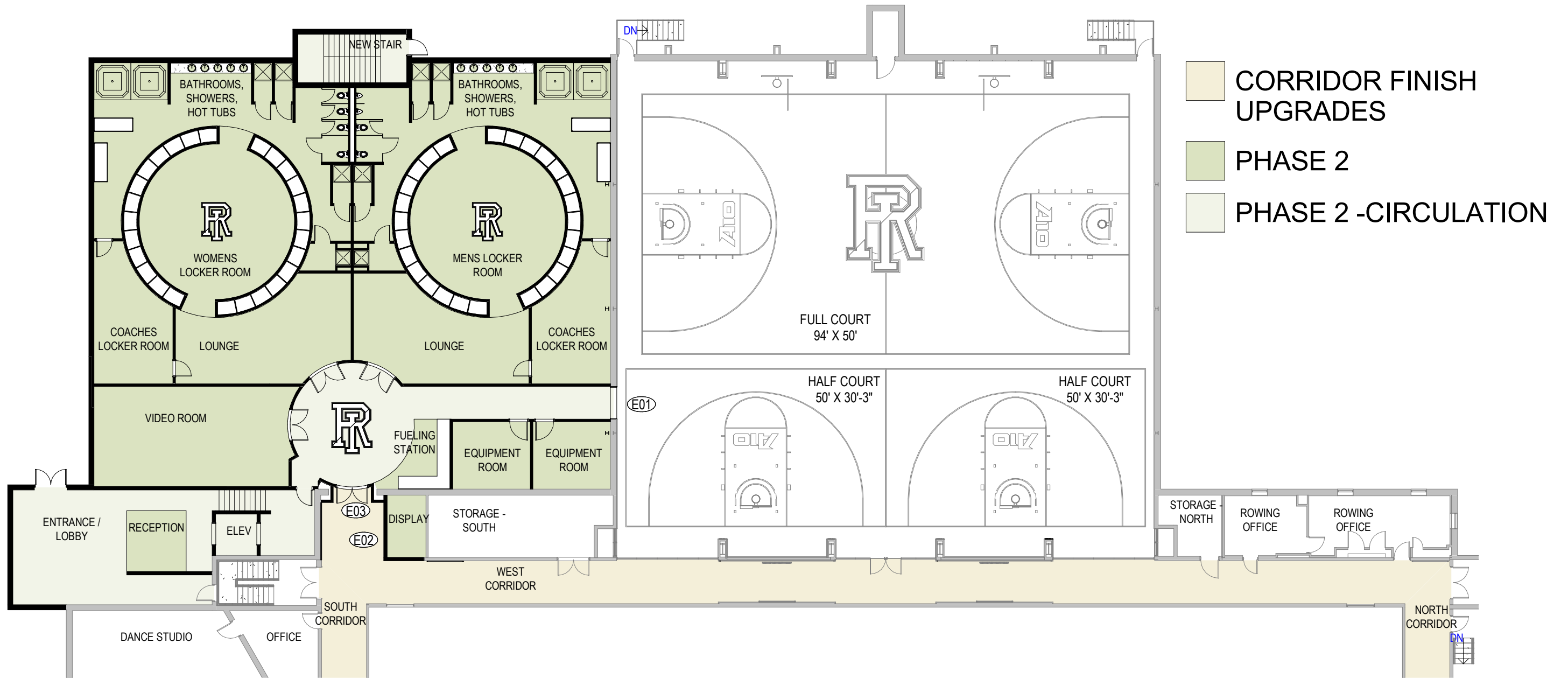
A-4 PHASE 1

CONCEPTUAL STUDY FOR THE BASKETBALL TRAINING FACILITY

URI411N

5/21/18





FIRST FLOOR PLAN

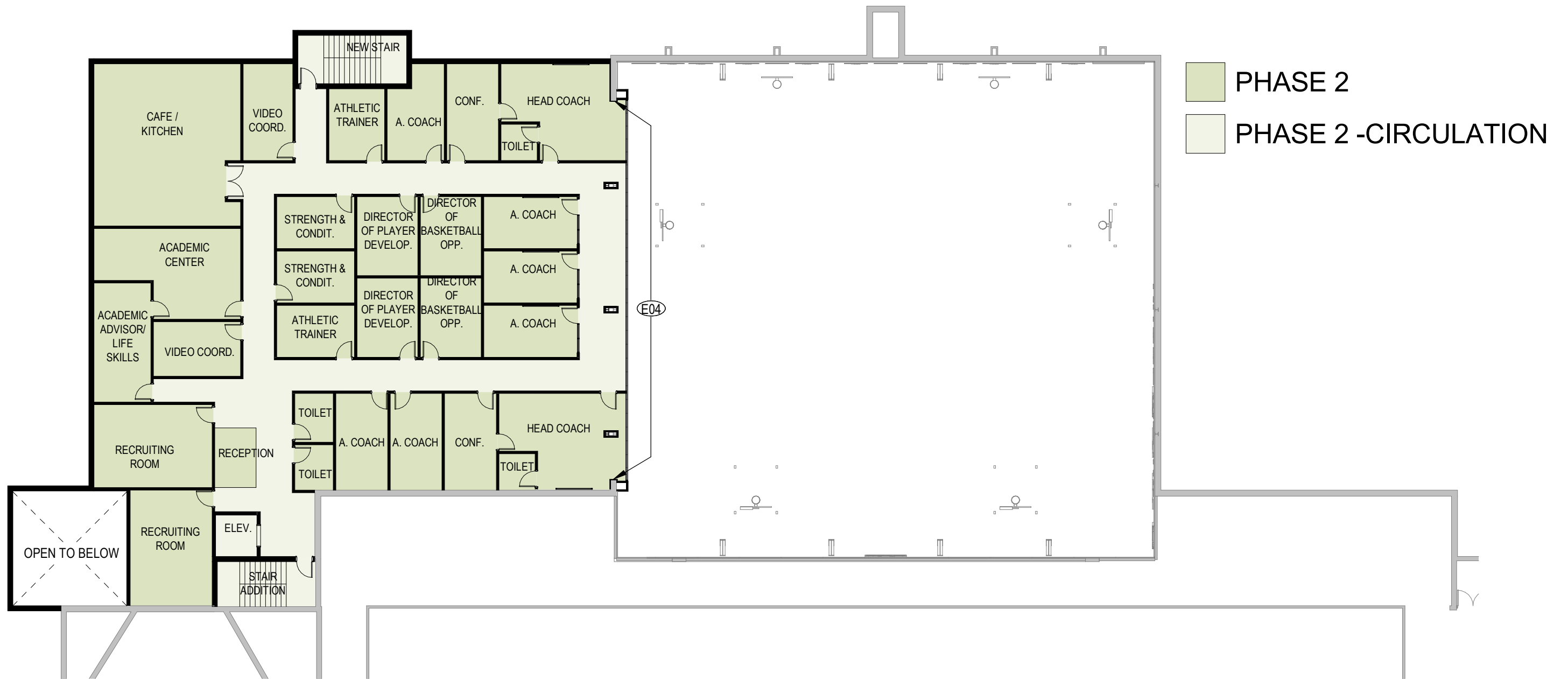
1" = 20'-0"

A-5 PHASE 2

CONCEPTUAL STUDY FOR THE BASKETBALL TRAINING FACILITY

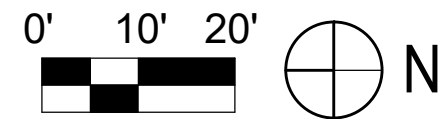
URI411N

5/21/18



SECOND FLOOR PLAN

1" = 20'-0"



A-6 PHASE 2

3

MECHANICAL –
PLUMBING & HVAC



3 – MECHANICAL – PLUMBING AND HVAC:

3.01 INTRODUCTION:

- A. Under the scope of this Engineering Study, a focused analysis of the HVAC and Electrical Power and Lighting Systems serving the existing West Gymnasium space within the larger Tootell Physical Education Center at the athletic Complex that is a part of the University of Rhode Island’s Athletic Complex.
- B. The systems serving this building element have been reviewed relative to Code compliance, existing condition and configuration.
- C. Also included as a part of this assessment are recommendations for systems upgrade and/or replacement as required for the spaces’ re-use as the Basketball Training Facility and adjacent corridors for the University’s basketball programs.

3.02 PROJECT AREA BREAK DOWN:

- A. The following area break down of spaces is provided for general reference only. These areas have been based upon schematic floor plans for the reconfiguration of the spaces as developed by Tecton Architects and are noted to be approximate only.

West Gymnasium:	10,033 sf
North, West, South & Elevator Corridors:	<u>3,653 sf</u>
Total of Space to be Reconfigured:	13,686 sf

3.03 APPLICABLE CODES AND STANDARDS:

- A. The following Codes and Standards have been considered in the preparation of this analysis and report and must be considered in any building renovations:

International Building Code, 2012 Edition, with State of Rhode Island Amendments
 International Mechanical Code, 2012 Edition, with State of Rhode Island Amendments
 International Energy Conservation Code, 2012 Edition, with State of Rhode Island Amendments

State of Rhode Island and Providence Plantations Fire Safety Code,
 (NFPA 1 – 2012 / NFPA 101 – 2012) as amended

Rhode Island State Fire Laws and Rules (2017-2018 edition)

NFPA 13; Standard for the Installation of Sprinkler Systems, 2010 Edition
 NFPA 25; Standard for the Inspection, Testing and Maintenance of Water Based Fire Protection Systems, 2011 Edition
 NFPA 101; Life Safety Code; 2012 Edition



3.04 GENERAL:

- A. The Tootell Gymnasium facility was constructed in 1968 and the practice gym space within the Tootell facility has undergone no significant change since its original construction with the exception of the replacement of the original terminal air handlers and addition of a wet pipe fire protection sprinkler system.

3.05 FIRE PROTECTION SYSTEMS:

A. Existing Conditions:

General:

Presently, building complex is fit with a full fire protection sprinkler system. At the location of the practice gym space, the system has been installed with exposed piping and heads, while the adjacent corridor space is served by branch piping concealed above the suspended ceiling serving pendant type heads at the dropped ceiling surface.

B. System Deficiencies:

There were no deficiencies noted with respect to the fire protection sprinkler system within the practice gym or at the adjacent corridor space.

It should be noted that the system will require some modification with respect to head location to suit obstructions that may be created at the gym through the installation of new distribution ductwork systems. Similarly, it should be expected that some adjustment of the pendant heads at the adjacent corridor element to suit revisions to the ceiling and perimeter partition layout.

C. Recommended Improvements:

General:

As noted, alterations to the fire protection sprinkler systems are expected to be limited to revisions to avoid obstruction to sprinkler head discharge at the gymnasium and as required to suit the ceiling and partition revisions at the adjacent corridor space.

Under the proposed scope of work, all spaces within the area of work will be fit with new heads per the requirements of Code Standard NFPA-13. Piping modifications at the corridor space will be configured such that it is concealed above dropped ceiling. At the practice gymnasium, new and existing piping will remain exposed.



It is expected that exposed combustible materials will not exist within the concealed spaces above any new ceilings. As this is the case, above ceiling sprinkler protection will not be required.

All sprinkler heads for below ceiling protection will be the concealed or the sidewall type, in keeping with the desired aesthetic standard. All new sprinkler heads will be the "quick response" type as required by current Code Standards.

Design Parameters:

The fire protection sprinkler systems will be designed and specified to perform to the standards as defined by RISBC-1, the Rhode Island State Building Code; Rhode Island Fire Laws and Rules, Annotated, 2017-2018 Edition; NFPA 101, Fire Code; 2012 Edition and NFPA 13, Standard for the Installation of Sprinkler Systems; 2010 Edition.

Based upon the proposed occupancy of the facility, the Occupancy Classifications and required sprinkler flow densities are as follows:

Mechanical and Storage Spaces:

Occupancy Classification:	Ordinary Hazard Group I
Sprinkler Flow Density:	0.15 / 1500 sf (less credit for quick response heads)
Hose Allowance:	250 gpm, inside and outside hose streams
Maximum Head Spacing:	130 sf

Practice Gymnasium and Adjacent Corridor and Circulation Spaces:

Occupancy Classification:	Light Hazard
Sprinkler Flow Density:	0.10 / 1500 sf (less credit for quick response heads)
Hose Allowance:	100 gpm, inside and outside hose streams
Maximum Head Spacing:	225 sf (smooth ceiling areas) 130 sf (exposed structure, unobstructed)

Fire Protection Piping Systems:

It is proposed that all piping for the fire protection system be installed as Schedule 40, black steel piping. Piping 1-1/2" and less in diameter will be installed with screwed joints and fittings. All piping 2" and larger in diameter will be installed with grooved type joints and fittings.



Piping will be sized by the Fire Protection Contractor based upon current flow test data and upon hydraulic design parameters as defined by the construction documents.

The fire protection piping systems will be restrained against seismic forces in accordance with the requirements of RISBC-1, The International Building Code, 2012 Edition, with State of Rhode Island Amendments and in accordance with the hanging requirements as defined by NFPA 13, The Standard for the Installation of Sprinkler Systems; 2010 Edition.

Utility Demand:

Based upon Code required sprinkler flow densities and hose stream allowances, utility demands posed by the fire protection sprinkler systems have been computed as follows:

Peak Sprinkler Flow:	225 gpm
Hose Stream Allowance:	250 gpm
Total Fire Protection Flow:	475 gpm
Duration at Specified Flowrate:	60 minutes

3.06 HVAC SYSTEMS:

A. Existing Conditions:

General:

As noted, the heating and ventilation systems that serve the practice gymnasium and adjacent corridor space exist as originally constructed, with the exception of the replacement of the terminal air handling units and temperature controls.

At present, the gymnasium space is provided with heating and ventilation by two similar systems configured with ducted heating and ventilating units located at the upper levels of the two storage rooms at the north and south side of the gymnasium space. The gymnasium space is currently not provided with air conditioning.

From these air handling units, supply air is ducted above the ceiling of the adjacent corridor space, at the east side of the gym. Conditioned air is introduced to the gym space via “drum” type registers, arranged high on the gymnasium’s east wall.

Return air is drawn back to each of the air handling units through wall louvers, located low on the walls between the north and south storage rooms and the open gym space.



These registers do not have ducted connections to the return air sections at the air handlers and the storage room’s currently function as plenum spaces. Fresh air is drawn into each of the two heating and ventilating units through ducted connections to roof mounted intake ventilators. The mixed flow of return and outside air is controlled by automatic dampers within the air handling units allowing the fresh air inlets to be fully closed when the gym space is unoccupied and to open and modulate while the gym is occupied.

In addition to the ducted heating and ventilating units, the practice gymnasium space is also provided with direct exhaust ventilation. This element of the system remains as originally configured as a part of the 1968 construction, with eight, roof mounted, exhaust fans located above the gym and two additional exhaust fans located above the storage rooms.

Specific information relative to these heating and ventilating systems is summarized as follows:

HV-7 – PRACTICE GYM, SOUTH:	
Manufacturer:	Trane
Model:	-
Airflow:	12,500 cfm
Entering Air Temp:	60.0 deg F
Leaving Air Temp:	84.0 deg F
Heating Capacity:	320.0 mbh
Hot Water Flow Rate:	32.0
Entering Water Temp:	180 deg F
Static Pressure, Ext:	0.5”
Motor HP:	3.0
Voltage:	480 volt, 3 phase
Note:	Capacity information obtained from original mechanical drawings as prepared by Castellucci Galli Planka Associates. 1968 drawing Set.



HV-8 – PRACTICE GYM, NORTH:	
Manufacturer:	Trane
Model:	-
Airflow:	12,500 cfm
Entering Air Temp:	60.0 deg F
Leaving Air Temp:	84.0 deg F
Heating Capacity:	320.0 mbh
Hot Water Flow Rate:	32.0
Entering Water Temp:	180 deg F
Static Pressure, Ext:	0.5”
Motor HP:	3.0
Voltage:	480 volt, 3 phase
Note:	Capacity information obtained from original mechanical drawings as prepared by Castellucci Galli Planka Associates. 1968 drawing Set.

EXHAUST FANS RF-13 through RF-20 – PRACTICE GYM:	
Manufacturer:	-
Model:	-
Airflow:	3,150 cfm each
Static Pressure, Ext:	0.125”
Motor HP:	0.5
Voltage:	480 volt, 3 phase
Note:	Capacity information obtained from original mechanical drawings as prepared by Castellucci Galli Planka Associates. 1968 drawing Set.



EXHAUST FANS RF-35 through RF-36 – GYM STORAGE ROOMS:	
Manufacturer:	-
Model:	-
Airflow:	3,200 cfm each
Static Pressure, Ext:	0.125"
Motor HP:	0.5
Voltage:	480 volt, 3 phase
Note:	Capacity information obtained from original mechanical drawings as prepared by Castellucci Galli Planka Associates. 1968 drawing Set.

B. System Deficiencies:

The only deficiency with respect to current Code Standards noted during our field observations was the arrangement of the return air path for the gymnasium air handling units. As noted, the current return air path incorporates the gym storage room spaces as a part of a return air plenum. This is a condition that is prohibited by current Code Standards.

The current arrangement of the air distribution system, with both supply air discharge and return air inlets located at the east end of the room results in an uneven temperature distribution across the space, with reports of cooler temperatures during the winter months along the western, exterior wall. While the type of supply registers that have been applied are configured to provide a strong throw of discharge air, the issue of even air distribution is very difficult to overcome, especially during the peak periods of the heating season.

Also noted was the absence of mechanical air conditioning. While this is not at variance with any Code standard, it is understood that this is will be a requirement for the space as it relates to the University’s varsity basketball program.



C. Recommended Improvements:

General:

To provide effective heating, ventilation, air conditioning and even temperature distribution it is recommended that the existing air handling and air distribution systems be replaced with reconfigured systems.

It will be most efficient to meet the HVAC demands of both the gymnasium space with a system comprised of packaged rooftop air conditioning units, installed above the existing gym storage rooms at the north and south sides of the space. It is recommended that supply air from these packaged rooftop systems be delivered to the practice gymnasium space by “flat-oval” duct branches, arranged along the north and south walls of the gym, while return air could be drawn back to central locations, possibly located at the walls of the former north and south storage room spaces. The supply air duct branches would be located as high as possible so as not to obstruct vision from the upper level circulation and coaching offices proposed as a part of the Phase II element of the project.

While the rooftop units would provide fresh air and exhaust air ventilation as well as air conditioning serve, space heating would be achieved by hot water heating coils, located in the supply ductwork within the ceiling cavity above the former north and south storage spaces. These coils would be connected to the existing hot water supply and return piping that formerly served heating and ventilating units HV-7 and HV-8.

It is recommended that these new rooftop HVAC systems be controlled as “single zone VAV” systems, whereby the fan speed is varied based upon the heating or cooling demands of the space. While the fan speed is controlled based upon the environmental demands of the space, the leaving air temperature would be controlled by temperature sensors located within the supply and return air ductwork at each of the two air handling systems. During the winter months, the supply air temperature would be reset based upon the return air temperature, allowing the supply air temperature to be reset upward should the space be unable to maintain the desired space temperature with the supply fan operating at its maximum desired speed. During the summer months, the leaving air temperature would be controlled to maintain a constant leaving air temperature of 55 deg F, allowing maximum dehumidification under all levels of space cooling demand.

In addition to the control of the mechanical cooling and hot water heating systems, the rooftop HVAC systems would be specified complete with “enthalpy” type, fresh air economizers to allow “free” cooling of the interior spaces should the outdoor air temperature and humidity levels be sufficient to allow assistance in the cooling of the interior spaces.

While the supply fan would be controlled as required to maintain the desired space temperature levels, the exhaust fan at the rooftop units would be controlled as required to



maintain the desired pressure differential between the interior spaces and the outdoors as a means to limit heat transfer due to the transmission of outdoor air and to allow effective performance of the HVAC units' economizer function.

The portions of the hallway space to the east of the practice gym is presently without any means of heating, ventilation or air conditioning. As a part of the work, it is proposed that these corridor spaces that surround the north, south and west side of the adjacent pool space be conditioned via ducted connections to the new HVAC systems proposed to serve the practice gym space. As these corridor spaces and gymnasium will experience different environmental demands, the application of single duct type VAV boxes with terminal hot water heating coils is recommended. These boxes would be controlled by a space thermostat, located within the corridor space. Hot water supply and return connections for the boxes' heating coils could be drawn from connections to the hot and cold water runouts that formerly served heating and ventilating units #HV-7 and HV-8.

The duct branches serving the North, West and South corridor spaces will be connected to the supply discharge from each of the new rooftop air handling systems upstream of the in-duct hot water coils that will be dedicated to the duct branches serving the gymnasium space. These duct branches would then be routed above the dropped ceilings in the corridor spaces for service to linear supply registers arranged to match the length and spacing of the proposed corridor lighting systems.



Estimated Heating and Cooling Demand:

Based upon a schematic heat gain and heat loss analysis, the expected heating and cooling demands for the building have been computed as follows:

COMPUTED HEAT GAIN AND HEAT LOSS:	
<u>West Gymnasium:</u>	
Area:	10,033 sf
Estimated Heating Demand:	495.5 mbh
Estimated Cooling Demand:	368.5 mbh total (30.7 tons) 279.8 mbh sensible
<u>North, West, South & Elevator Corridors:</u>	
Area:	3,653 sf
Estimated Heating Demand:	412.4 mbh
Estimated Cooling Demand:	22.9 mbh total (1.90 tons) 19.9 mbh sensible



Packaged Rooftop HVAC Units:

As noted, it is proposed that two, like sized, packaged rooftop HVAC units be applied for service to the practice gymnasium air handling systems. These units would be configured as the packaged, curb mounted, rooftop type.

Each of these rooftop HVAC units will be configured with variable speed return/exhaust fan, 100% fresh air economizer, filter section with Merv 13 (85%) filters, staged DX cooling section, variable speed supply fan and pre-fabricated vibration isolating roof curb.

Heating energy will be provided to the gymnasium space via duct mounted hot water heating coils.

Terminal Air Distribution Systems:

As noted previously, the ductwork distribution system will be arranged as a single duct, VAV system, with supplemental VAV terminal boxes for service to the corridor spaces at the east side of the gym.

The distribution systems can be configured with both exposed and concealed ductwork, depending upon ceiling configuration.

Space Dehumidification:

While dedicated systems for controlled space de-humidification or humidification are not proposed to be a part of the HVAC system, the configuration of the system as a VAV, (variable air volume), system with fixed cooling supply air temperature, will allow effective dehumidification of the interior spaces.

Automatic Temperature Control Systems:

The facility is to be fit with a direct digital type temperature control system to serve all elements of the HVAC system. It is proposed that the DDC system will be an extension of the facility's existing Andover system.



Design Parameters:

Systems will be designed and specified to perform to the standards as defined by the Rhode Island State Building Code and the International Energy Code, (with Rhode Island amendments).

Based upon this information, the following target ranges for system design and operation will be applied:

Space Temperatures:

Winter Design: 70 deg F dry bulb, (no space humidity requirement)

Summer Design: 75 deg F dry bulb, 60 deg F wet bulb, 50% rh

Design Outdoor Air Temperatures:

Winter Design: 0 deg F dry bulb, 0 deg F wet bulb

Summer Design: 89 deg F dry bulb, 73 deg F wet bulb

Leaving Air Temperature:

Winter Design: 60 deg F dry bulb

Summer Design: 55 deg F dry bulb, 55 deg F wet bulb

Hot Water Temperature:

Hot Water Supply: 180 deg F dry bulb

Hot Water Return: 160 deg F dry bulb

Electrical Power Levels:

Lighting Systems: 1.0 w/sf

Miscellaneous Loads: 0.5 w/sf

Electrical Power:

HVAC systems are to be selected for operation at 480 volt, 3 phase.

4

ELECTRICAL



4 - ELECTRICAL

4.01 GENERAL

The Tootell complex is powered from an outdoor transformer located to the northwest of the building. The original construction drawings are dated 1968. While some alterations and additions have taken place, the original main switchboard and electrical circuit breaker panels are still in use. Their age is of concern, however more concerning is their manufacturer: Federal Pacific (FP). The circuit breakers from this company have a reputation for failing to trip to an off position when conditions warrant. This is a fire hazard. Many electrical contractors refuse to work on circuits originating from these panels, and many insurance companies will flag buildings with FP equipment as higher risk. We recommend that all this equipment be replaced.

4.02 EXISTING CONDITIONS & OBSERVATIONS

A. Power Supply and Distribution

The exterior transformer provides power to the main switchboard at 480Y/277 volts, 3 phase, 800 amps. Power is then distributed to panels and motor control centers throughout the building. Where needed, 480V to 208Y/120 volt transformers locally convert power to additional circuit breaker panels.

B. Lighting

Most of the lighting fixtures have been replaced over the years. Currently we observed a predominance of T8 fluorescent lamps in the fixtures. Areas observed were well lit and comfortable to the eyes.

C. Emergency Power and Lighting

The original generator has been replaced. Emergency power is supplied by a generator located outdoors at the northwest of the building. It is diesel powered, 480Y/277 volts, 3 phase, 125kW, with a 150 amp main circuit breaker.

Emergency power is supplied to the automatic transfer switch (ATS) which then feeds normal/emergency circuit breaker panels.

D. Fire Alarm System

The original fire alarm system has been replaced. The existing fire alarm control panel is a Gamewell FC-1 E3 series, addressable. It reports through masterbox #315.



E. Observations



Photo A1: Transformer.



Photo A1: Typical electrical panel.



Photo B1: Lighting in West Gym.



Photo B1: Lighting in corridors.



Photo C1: Generator.



Photo D1: Fire Alarm System.

4.03 RECOMMENDATIONS

A. Electrical

General: The proposed renovation does not add any square footage to the building, and the power density of the proposed use is similar to the existing. Also, current Codes require more efficient lighting and HVAC equipment. Therefore the existing power supply to the building should be adequate.

We recommend that all Federal Pacific electrical equipment be replaced.

Recent developments in lighting technology recommend that new lighting fixtures use LED lamps. Their higher efficiency will help offset the extra power required to achieve the desired increase in lighting levels in the gym.

As noted, the existing power supply should be adequate.

It appears that both Life Safety and Optional Standby loads are fed from the one ATS, which is no longer Code compliant. A second ATS should be installed and Life Safety and Optional Standby loads should be segregated.

The existing fire alarm control panel should be adequate to serve the proposed floor plan.

5

COST ESTIMATE

(APPENDIX A)

Construction Cost Estimate

Design Development Cost Estimate

Project: University of Rhode Island - Tootell Complex
105 Kearney Road
Kingston, RI 02891

Prepared for: Tecton Architects
17 Railroad Avenue
Westerly, RI 02891



Prepared by: Keough Construction Management
312 Waterman Ave
East Providence, RI 02917

Date: Friday, April 20, 2018



Clarifications

Friday, April 20, 2018

Basis of Estimate

l/f = Linear Foot, s/f = Square Foot, cy = Cubic Yard, cf = Cubic Foot, ea. = each, Allow = Allowance, ls = Lump Sum, gal = Gallons, fmo = Fully Maintained and operated, RW = regular weight, cmd = Crew man day, N.I.C.-Not In Contract, cfm = cubic feet per minute

This Probable Cost Opinion is based on the to scale floor plans, sections, elevations, and schedules supplied by Tecton Architects dated 4/9/18. The proposed project location is in Kingston, R.I.

Design & Estimating Contingency is calculated at 10% and Owner's contingency of 10% is also included. The labor cost associated with this estimate reflects Prevailing Wages. We exclude a Project Labor Agreement. We assume Escalation is at 4.75% per year for the terms as noted in the detail breakdown. Architectural & Engineering fees are included as well as allowances for FF&E. Commissioning is also included.

Excluded Items

Refer to Detail Estimate for excluded items



Owner: **University of Rhode Island** Date: 20-Apr-18
 Project: **University of Rhode Island - Tootell Complex** Estimator: ID
 Location: Kingston, RI 02891 S/F: 32,100 gsf
 Description: Design Development Cost Estimate Projected Construction Duration: 9 months

Description	Gym Renovation		Total Project Cost	% of Cost	Cost / SF
	Phase 1	Phase 2			
ARCHITECTURAL					
DIVISION 02 - EXISTING CONDITIONS	\$ 180,349	\$ 172,377	\$ 352,727	3.0%	\$5.62
DIVISION 03 - CONCRETE	\$ 17,763	\$ 270,551	\$ 288,313	0.3%	\$0.55
DIVISION 04 - MASONRY	\$ 116,725	\$ 325,693	\$ 442,418	2.0%	\$3.64
DIVISION 05 - METALS	\$ 111,650	\$ 588,992	\$ 700,642	1.9%	\$3.48
DIVISION 06 - WOOD, PLASTICS, & COMPOSITES	\$ 101,500	\$ 187,775	\$ 289,275	1.7%	\$3.16
DIVISION 07 - THERMAL & MOISTURE PROTECTION	\$ 378,717	\$ 539,488	\$ 918,205	6.3%	\$11.80
DIVISION 08 - OPENINGS	\$ 111,396	\$ 410,943	\$ 522,339	1.9%	\$3.47
DIVISION 09 - FINISHES	\$ 519,431	\$ 958,860	\$ 1,478,292	8.7%	\$16.18
DIVISION 10 - SPECIALTIES	\$ 76,800	\$ 411,050	\$ 487,850	1.3%	\$2.39
DIVISION 11 - EQUIPMENT	\$ 130,280	\$ 32,000	\$ 162,280	2.2%	\$4.06
DIVISION 12 - FURNISHINGS	\$ -	\$ 40,928	\$ 40,928		
DIVISION 13 - SPECIAL CONSTRUCTION	\$ -	\$ -	\$ -		
DIVISION 14 - CONVEYING EQUIPMENT	\$ -	\$ 106,575	\$ 106,575		
MECHANICAL					
DIVISION 21 - FIRE SUPPRESSION	\$ 34,510	\$ 98,582	\$ 133,092	0.6%	\$1.08
DIVISION 22 - PLUMBING	\$ 23,915	\$ 219,380	\$ 243,296	0.4%	\$0.75
DIVISION 23 - HVAC	\$ 524,483	\$ 760,324	\$ 1,284,807	8.8%	\$16.34
ELECTRICAL					
DIVISION 26 - ELECTRICAL	\$ 394,242	\$ 727,816	\$ 1,122,058	6.6%	\$12.28
DIVISION 27 - COMMUNICATIONS	\$ 49,280	\$ 86,189	\$ 135,469	0.8%	\$1.54
DIVISION 28 - ELECTRONIC SAFETY & SECURITY	\$ 204,161	\$ 277,719	\$ 481,880	3.4%	\$6.36
SITework					
DIVISION 31 - EARTHWORK	\$ -	\$ 148,951	\$ 148,951		
DIVISION 32 - EXTERIOR IMPROVEMENTS	\$ 71,050	\$ 244,108	\$ 315,158	1.2%	\$2.21
DIVISION 33 - EXTERIOR UTILITIES	\$ -	\$ 229,837	\$ 229,837		
TRADE CONTRACTORS SUBTOTAL	\$ 3,046,253	\$ 6,838,138	\$ 9,884,391	50.9%	\$94.90
PROCUREMENT, GENERAL CONDITIONS & ESCALATION					
DIVISION 00 - PROCUREMENT & CONTRACTING REQUIREMENTS	\$ 469,567	\$ 924,038	\$ 1,393,606	7.8%	\$14.63
DIVISION 01 - GENERAL REQUIREMENTS	\$ 232,394	\$ 391,772	\$ 624,166	3.9%	\$7.24
4.75% Escalation	\$ 461,082	\$ 1,438,005	\$ 1,899,087	7.7%	\$14.36
TOTAL CONSTRUCTION COST WITH ESCALATION	\$ 4,209,296	\$ 9,591,953	\$ 13,801,250	70.3%	\$131.13
DESIGN, CONTINGENCIES, & OWNER COSTS					
Design and Estimating Contingency (10% of Construction Cost)	\$ 420,930	\$ 959,195	\$ 1,380,125	7.0%	\$13.11
Design Cost (10% of Construction Cost)	\$ 416,914	\$ 729,051	\$ 1,145,966	7.0%	\$12.99
FF & E	\$ 100,000	\$ 500,000	\$ 600,000	1.7%	\$0.00
Owner's Project Contingency (10% of Project Cost)	\$ 468,606	\$ 1,034,220	\$ 1,502,825	7.8%	\$14.60
Owner's Project Management & Commissioning	\$ 252,709	\$ 576,649	\$ 829,357	4.2%	\$7.87
Miscellaneous Owner Fees/Costs	\$ 117,369	\$ 267,821	\$ 385,190	2.0%	\$3.66
TOTAL PROJECT COST	\$ 5,985,824	\$ 13,658,890	\$ 19,644,714	100.0%	\$186.47

Owner: University of Rhode Island	Date: 20-Apr-18
Project: University of Rhode Island - Tootell Complex	Phase 1 - Gym Renovation Estimator: TD
Location: Kingston, RI 02891	S/F: 13,600 gsf
Description: Design Development Cost Estimate	Projected Construction Duration: 9 months

Division	Description	Qty	Unit	Cost	Line Item Total	Division Subtotals
DIVISION 02 - EXISTING CONDITIONS						
02 41 00 Demolition						
	02 41 13 Selective Site Demolition	1	ls	\$ 20,000.00	\$ 20,000	
	02 41 13.13 Paving Removal			\$ -	\$ -	
	02 41 13.23 Utility Line Removal			\$ -	\$ -	
	02 41 16 Structure Demolition			\$ -	\$ -	
	02 41 19.16 Selective Interior Demolition	13,600	sf	\$ 9.50	\$ 129,200	
02 82 00 Asbestos Remediation						
	Asbestos Abatement	1	allow	\$ 25,000.00	\$ 25,000	
	Permits and fees	1	ls	\$ 3,484.00	\$ 3,484	
	Trade contractor bond	1	ls	\$ 2,665.26	\$ 2,665	
<i>Division 02 - Existing Conditions Sub-Total</i>						\$ 180,349
DIVISION 03 - CONCRETE						
03 30 00 Cast-in-Place Concrete						
	03 30 53 Miscellaneous Cast-in-Place Concrete			\$ -	\$ -	
	Interior Concrete Ramps	700	sf	\$ 25.00	\$ 17,500	
	Trade contractor bond	1	ls	\$ 262.50	\$ 263	
<i>Division 03 - Concrete Sub-Total</i>						\$ 17,763
DIVISION 04 - MASONRY						
04 01 00 Maintenance of Masonry						
	04 01 20.52 Unit Masonry Cleaning	15,000	sf	\$ 4.00	\$ 60,000	
04 22 00 Concrete Unit Masonry						
	04 22 19 Interior Masonry	1	ls	\$ 25,000.00	\$ 25,000	
	04 22 23.26 Exterior Masonry			\$ -	\$ -	
	Repointing/Repair	1	allow	\$ 30,000.00	\$ 30,000	
	Trade contractor bond	1	ls	\$ 1,725.00	\$ 1,725	
<i>Division 04 - Masonry Sub-Total</i>						\$ 116,725
DIVISION 05 - METALS						
05 12 00 Structural Steel Framing						
	05 12 23 Interior - Lintles, Beams etc	3	ton	\$ 7,500.00	\$ 22,500	
	Building					
	Roof Support - add to existing structure	1	ls	\$ 50,000.00	\$ 50,000	
	Roof Mod's - RTU/Roof equipment openings	1	ls	\$ 20,000.00	\$ 20,000	
05 52 00 Miscellaneous Metals						
	05 52 13 Interior/exterior railings etc	1	ls	\$ 15,000.00	\$ 15,000	
	Rigging	1	day	\$ 2,500.00	\$ 2,500	
	Trade contractor bond	1	ls	\$ 1,650.00	\$ 1,650	
<i>Division 05 - Metals Sub-Total</i>						\$ 111,650
DIVISION 06 - WOOD, PLASTICS, & COMPOSITES						
06 40 00 Architectural Woodwork						
	06 40 13 Exterior Architectural Woodwork			\$ -	\$ -	
	06 40 23 Interior Architectural Woodwork			\$ -	\$ -	
	Hall of Fame Wall	1	allow	\$ 100,000.00	\$ 100,000	
	Trade contractor bond	1	ls	\$ 1,500.00	\$ 1,500	
<i>Division 06 - Wood, Plastics, & Composites Sub-Total</i>						\$ 101,500
DIVISION 07 - THERMAL & MOISTURE PROTECTION						
07 52 00 Modified Bituminous Membrane Roofing						
	07 52 16.12 Re-Roof Gymnasium	10,100	sf	\$ 36.00	\$ 363,600	
07 84 00 Firestopping						
	07 84 13 Penetration Firestopping	13,600	sf	\$ 0.40	\$ 5,440	
07 91 00 Preformed Joint Seals						
	07 91 26 Joint Fillers	13,600	sf	\$ 0.30	\$ 4,080	
	Trade contractor bond	1	ls	\$ 5,596.80	\$ 5,597	
<i>Division 07 - Thermal & Moisture Protection Sub-Total</i>						\$ 378,717
DIVISION 08 - OPENINGS						
08 13 00 Metal Doors						
	08 13 13 Hollow Metal Doors, Frames & Hardware	5	ea	\$ 1,850.00	\$ 9,250	
08 14 00 Wood Doors						
	08 14 16 Full View Rated Doors @ Stairwells - 6070	2	ea	\$ 2,500.00	\$ 5,000	

Owner: University of Rhode Island	Date: 20-Apr-18
Project: University of Rhode Island - Tootell Complex	Phase 1 - Gym Renovation Estimator: TD
Location: Kingston, RI 02891	S/F: 13,600 gsf
Description: Design Development Cost Estimate	Projected Construction Duration: 9 months

Division	Description	Qty	Unit	Cost	Line Item Total	Division Subtotals
08 41 00	Entrances and Storefronts					
08 41 13	Aluminum-Framed Entrances and Storefronts			\$ -	\$ -	
	Interior Glass - Impact Glass					
	6070 Doors	1	ea	\$ 5,500.00	\$ 5,500	
	Glazing - Wall System	600	sf	\$ 150.00	\$ 90,000	
	Trade contractor bond	1	ls	\$ 1,646.25	\$ 1,646	
<i>Division 08 - Openings Sub-Total</i>						\$ 111,396
DIVISION 09 - FINISHES						
09 21 00	Plaster and Gypsum Board Assemblies					
09 21 13	Plaster Assemblies			\$ -	\$ -	
09 21 16	Gypsum Board Assemblies	13,600	gsf	\$ 3.00	\$ 40,800	
09 51 00	Acoustical Ceilings					
09 51 23	Acoustical Tile Ceilings	3,480	sf	\$ 12.00	\$ 41,760	
09 64 00	Wood Flooring					
09 64 29	Gymnasium - Flooring	10,100	sf	\$ 28.00	\$ 282,800	
09 64 33	Laminated Wood Flooring	3,480	sf	\$ 9.00	\$ 31,320	
09 65 00	Resilient Flooring					
09 65 13.23	Resilient Stair Treads and Risers	12	ea	\$ 325.00	\$ 3,900	
09 65 19.23	Vinyl Tile Flooring	800	sf	\$ 3.50	\$ 2,800	
09 91 00	Painting					
09 91 13	Exterior Painting	1	ls	\$ 10,000.00	\$ 10,000	
09 91 23	Interior Painting			\$ -	\$ -	
	Gymnasium - Walls & Ceilings	22,000	sf	\$ 3.50	\$ 77,000	
	Corridor & Storage Area - Walls	9,500	sf	\$ 2.25	\$ 21,375	
	Trade contractor bond	1	ls	\$ 7,676.33	\$ 7,676	
<i>Division 09 - Finishes Sub-Total</i>						\$ 519,431
DIVISION 10 - SPECIALTIES						
10 13 00	Directories					
10 13 13	Electronic Directories	1	ls	\$ 25,000.00	\$ 25,000	
10 14 00	Signage					
10 14 23	Signage	1	allow	\$ 50,000.00	\$ 50,000	
10 44 00	Fire Protection Specialties					
10 44 13	Fire Extinguishers & Cabinets	4	ea	\$ 450.00	\$ 1,800	
<i>Division 10 - Specialties Sub-Total</i>						\$ 76,800
DIVISION 11 - EQUIPMENT						
11 66 00	Athletic Equipment					
	Basketball Court Floor	10,100	sf	\$ -	\$ -	Div 09
	Basketball Backboard/Goals	4	ea	\$ 15,000.00	\$ 60,000	
	Scoreboard	1	ea	\$ 35,000.00	\$ 35,000	
	Wall Protection/Padding	2,520	sf	\$ 14.00	\$ 35,280	
	Trade contractor bond			\$ -	\$ -	
<i>Division 11 - Equipment Sub-Total</i>						\$ 130,280
DIVISION 12 - FURNISHINGS						
<i>Division 12 - Furnishings Sub-Total</i>						\$ -
DIVISION 13 - SPECIAL CONSTRUCTION						
<i>Division 13 - Special Construction Sub-Total</i>						\$ -
DIVISION 14 - CONVEYING EQUIPMENT						
<i>Division 14 - Conveying Equipment Sub-Total</i>						\$ -
DIVISION 21 - FIRE SUPPRESSION						
21 13 00	Fire-Suppression Sprinkler Systems					
21 13 13	Wet-Pipe Sprinkler Systems	13,600	sf	\$ 2.50	\$ 34,000	
	Trade contractor bond	1	ls	\$ 510.00	\$ 510	
<i>Division 21 - Fire Suppression Sub-Total</i>						\$ 34,510
DIVISION 22 - PLUMBING						
22 14 00	Facility Storm Drainage					
22 14 26.13	Roof Drains - re-pipe	4	ea	\$ 4,200.00	\$ 16,800	
22 63 00	Gas Systems					
22 63 13.53	Gas Piping	150	lf	\$ 42.00	\$ 6,300	

Owner: University of Rhode Island	Date: 20-Apr-18
Project: University of Rhode Island - Tootell Complex	Phase 1 - Gym Renovation
Location: Kingston, RI 02891	Estimator: TD
Description: Design Development Cost Estimate	S/F: 13,600 gsf
	Projected Construction Duration: 9 months

Division	Description	Qty	Unit	Cost	Line Item Total	Division Subtotals	
###	Tagging	1	ls	\$ -	\$ -	-	
###	As-built	1	ls	\$ -	\$ -	-	
###	Chlorination	1	ls	\$ -	\$ -	-	
###	Permits and fees	1	ls	\$ 462.00	\$ 462	462	
###	Trade contractor bond	1	ls	\$ 353.43	\$ 353	353	
###	Division 22 - Plumbing Sub-Total					\$	23,915
###	DIVISION 23 - HVAC						
###	23 05 05 Selective Demolition for HVAC			\$ -	\$ -	-	
###	23 07 00 HVAC System						
###	23 07 13 Rooftop VAV system	13,600	sf	\$ 36.00	\$ 489,600		
###	New temperature controls	10	pts	\$ 1,000.00	included		
###	Balancing	1	allow	\$ 15,000.00	\$ 15,000		
###	Commissioning assistance	0	allow	\$ -	\$ -		
###	Tagging	1	allow	\$ 2,000.00	\$ 2,000		
###	Permits and fees	1	ls	\$ 10,132.00	\$ 10,132		
###	Trade contractor bond	1	ls	\$ 7,750.98	\$ 7,751		
###	Division 23 - HVAC Sub-Total					\$	524,483
###	DIVISION 26 - ELECTRICAL						
###	26 10 00 Electrical Systems						
###	26 11 13 Distribution, Lighting & Power wiring	13,600	sf	\$ 28.00	\$ 380,800		
###	Permits and fees	1	ls	\$ 7,616.00	\$ 7,616		
###	Trade contractor bond	1	ls	\$ 5,826.24	\$ 5,826		
###	Division 26 - Electrical Sub-Total					\$	394,242
###	DIVISION 27 - COMMUNICATIONS						
###	27 11 00 Communications Equipment Room Fittings						
###	27 11 16 Communications Cabinets & Racks	13,600	sf	\$ 3.50	\$ 47,600		
###	Permits and fees	1	ls	\$ 952.00	\$ 952		
###	Trade contractor bond	1	ls	\$ 728.28	\$ 728		
###	Division 27 - Communications Sub-Total					\$	49,280
###	DIVISION 28 - ELECTRONIC SAFETY & SECURITY						
###	28 30 00 Security Detection, Alarm, and Monitoring				\$ -		
###	Security System Allowance	13,600	sf	\$ 9.00	\$ 122,400		
###	28 46 00 Fire Detection and Alarm						
###	28 46 12.11 Fire Alarm System Allowance	13,600	sf	\$ 5.50	\$ 74,800		
###	Permits and fees	1	ls	\$ 3,944.00	\$ 3,944		
###	Trade contractor bond	1	ls	\$ 3,017.16	\$ 3,017		
###	Division 28 - Electronic Safety & Security Sub-Total					\$	204,161
###	DIVISION 31 - EARTHWORK						
###	Division 31 - Earthwork Sub-Total					\$	-
###	DIVISION 32 - EXTERIOR IMPROVEMENTS						
###	32 30 00 Site Improvements - Allowance	1	allow	\$ 50,000.00	\$ 50,000		
###	32 93 00 Landscaping - Allowance	1	allow	\$ 20,000.00	\$ 20,000		
###	Trade contractor bond	1	ls	\$ 1,050.00	\$ 1,050		
###	Division 32 - Exterior Improvements Sub-Total					\$	71,050
###	DIVISION 33 - EXTERIOR UTILITIES						
###	Division 33 - Exterior Utilities Sub-Total					\$	-
###	DIVISIONS 02 thry 33 SUB-TOTAL					\$	3,046,253
###	DIVISION 01 - GENERAL REQUIREMENTS						
###	01 41 00 Regulatory Requirements						
###	01 41 23 Plan review fees	0.5%			\$ 15,231		
###	01 41 26 Building Permit fees	\$10/K			\$ 30,463		
###	Certificate of Occupancy	1	ea	\$ 50.00	\$ 50		
###	01 45 00 Quality Control						
###	01 45 23 Testing and Inspecting Services	0	day	\$ 1,500.00	\$ -		
###	01 45 33 Code-Required Special Inspections and Procedures	0	ea	\$ 600.00	\$ -		
###	01 50 00 Temporary Facilities & Controls						
###	01 51 13 Temporary Electricity	0	mo	\$ -	\$ -		

Owner: University of Rhode Island	Date: 20-Apr-18
Project: University of Rhode Island - Tootell Complex	Phase 1 - Gym Renovation Estimator: TD
Location: Kingston, RI 02891	S/F: 13,600 gsf
Description: Design Development Cost Estimate	Projected Construction Duration: 9 months

Division	Description	Qty	Unit	Cost	Line Item Total	Division Subtotals	
###	01 51 23 Temporary Heating, Cooling, and Ventilating	0	mo	\$ -	\$ -	-	
###	01 51 26 Temporary Lighting	0	mo	\$ -	\$ -	-	
###	01 51 33 Temporary Telecommunications	0	mo	\$ -	\$ -	-	
###	01 51 36 Temporary Water	0	mo	\$ -	\$ -	-	
###	01 52 13 Field Offices and Sheds	9	mo	\$ 800.00	\$ 7,200		
###	01 52 19 Sanitary Facilities	9	mo	\$ 600.00	\$ 5,400		
###	01 54 13 Temporary Elevators	0	mo	\$ -	\$ -	-	
###	01 54 23 Temporary Scaffolding and Platforms	0	sf	\$ -	\$ -	-	
###	01 56 16 Temporary Dust Barriers	1	ls	\$ 12,000.00	\$ 12,000		
###	01 56 26 Temporary Fencing	800	lf	\$ 15.00	\$ 12,000		
###	01 56 33 Temporary Security Barriers	1	ls	\$ 15,000.00	\$ 15,000		
###	01 74 00 Cleaning and Waste Management						
###	01 74 13 Progress Cleaning	80	cmd	\$ 1,320.00	\$ 105,600		
###	01 74 19 Construction Waste Management and Disposal	35	ea	\$ 550.00	\$ 19,250		
###	01 74 23 Final Cleaning	13,600	sf	\$ 0.75	\$ 10,200		
###	<i>Division 01 - General Requirements Sub-Total</i>					\$ 232,394	
###	DIVISIONS 01 thry 33 SUB-TOTAL					\$ 3,278,647	
###	DIVISION 00 - PROCUREMENT & CONTRACTING REQUIREMENTS						
###	00 72 00 General Conditions						
###	00 72 23 GC's General Conditions/Project Management	9	mo	\$ 28,303.77	\$ 254,734		
###	00 72 73 Contractor fee	4.00	%		\$ 131,145.88		
###	00 73 00 Supplementary Conditions						
###	00 73 16 Insurance Requirements	\$9.0/K			\$ 29,508		
###	00 73 19 Health and Safety Requirements	1	ls	\$ 5,000.00	\$ 5,000		
###	00 73 39 Minority Business Enterprise Requirements	10.00	%		Included		
###	00 73 43 Prevailing Wage Rate Requirements				Included		
###	00 73 63 Bonding Requirements	1.50	%		\$ 49,180		
###	00 73 83 Builders Risk Insurance				By Owner		
###	<i>Division 00 - Procurement & Contracting Requirements Sub-Total</i>					\$ 469,567	
###	TOTAL CONSTRUCTION COST					\$ 3,748,214	
###	4.75% Construction Escalation Compounded Over 2.5 years	4.75	%	2.50	years	\$ 461,082	
###	TOTAL CONSTRUCTION COST INCLUDING ESCALATION					\$ 4,209,296	
###	DESIGN, CONTINGENCIES & OWNER COST						
###	Design and Estimating Contingency (10% of Construction Cost)	10.0	%			\$ 420,930	
###	Design Cost (10% of Construction Cost)	10.0	%			\$ 416,914	
###	F F & E	1.0	allow			\$ 100,000	
###	Owner's Project Contingency (10% of Project Cost)	10.0	%			\$ 468,606	
###	<i>Design, Contingency, & Escalation Cost Summary</i>					\$ 1,406,450	
###	TOTAL PROJECT COST					\$ 5,615,746	

Owner: University of Rhode Island	Date: 20-Apr-18
Project: University of Rhode Island - Tootell Complex	Phase 2 - Addition
Location: Kingston, RI 02891	Estimator: TD
Description: Design Development Cost Estimate	S/F: 18,500 gsf
	Projected Construction Duration: 16 months

Division	Description	Qty	Unit	Cost	Line Item Total	Division Subtotals
DIVISION 02 - EXISTING CONDITIONS						
02 41 00	Demolition					
02 41 13	Selective Site Demolition	18,500	sf	\$ 3.50	\$ 64,750	
02 41 19.16	Selective Interior Demolition	18,500	sf	\$ 5.50	\$ 101,750	
	Permits and fees	1	ls	\$ 3,330.00	\$ 3,330	
	Trade contractor bond	1	ls	\$ 2,547.45	\$ 2,547	
	<i>Division 02 - Existing Conditions Sub-Total</i>					\$ 172,377
DIVISION 03 - CONCRETE						
03 30 00	Cast-in-Place Concrete					
03 30 53	Miscellaneous Cast-in-Place Concrete			\$ -	\$ -	
	Footings, Piers & Foundations	125	cy	\$ 650.00	\$ 81,250	
	Elevator Pit	12	cy	\$ 800.00	\$ 9,600	
	Slab on Grade	188	cy	\$ 550.00	\$ 103,634	
	Slab on Deck	128	cy	\$ 525.00	\$ 67,268	
	Pumped Concrete	4	day	\$ 1,200.00	\$ 4,800	
	Trade contractor bond	1	ls	\$ 3,998.28	\$ 3,998	
	<i>Division 03 - Concrete Sub-Total</i>					\$ 270,551
DIVISION 04 - MASONRY						
04 21 00	Clay Unit Masonry					
04 21 13.13	Brick Veneer Masonry	6,440	sf	\$ 38.00	\$ 244,720	
04 22 00	Concrete Unit Masonry					
04 22 19	Concrete Unit Masonry			\$ -	\$ -	
	Elevator Shaft	1,280	sf	\$ 28.00	\$ 35,840	
	Stair Shaft	1,440	sf	\$ 28.00	\$ 40,320	
	Trade contractor bond	1	ls	\$ 4,813.20	\$ 4,813	
	<i>Division 04 - Masonry Sub-Total</i>					\$ 325,693
DIVISION 05 - METALS						
05 12 00	Structural Steel Framing					
05 12 23	Structural Steel for Buildings	101.8	ton	\$ 4,400.00	\$ 447,700	
05 31 00	Steel Decking					
05 31 13	Steel Floor Decking	9,250	sf	\$ 4.50	\$ 41,625	
05 31 23	Steel Roof Decking	9,250	sf	\$ 3.25	\$ 30,063	
05 51 00	Metal Stairs/Misc Metals					
05 51 13	Metal Pan Stairs			\$ -	\$ -	
	Full Run	1	ea	\$ 7,500.00	\$ 7,500	
	1/2 Flight	1	ea	\$ 4,000.00	\$ 4,000	
05 51 33	Metal Ladders	1	ea	\$ 650.00	\$ 650	
05 52 13	Misc Metals	18,500	qsf	\$ 2.50	\$ 46,250	
	Rigging	1	day	\$ 2,500.00	\$ 2,500	
	Trade contractor bond	1	ls	\$ 8,704.31	\$ 8,704	
	<i>Division 05 - Metals Sub-Total</i>					\$ 588,992
DIVISION 06 - WOOD, PLASTICS, & COMPOSITES						
06 40 00	Architectural Woodwork					
06 40 13	Exterior Architectural Woodwork			\$ -	\$ -	
06 40 23	Interior Architectural Woodwork - Allowance	18,500	sf	\$ 10.00	\$ 185,000	
	Trade contractor bond	1	ls	\$ 2,775.00	\$ 2,775	
	<i>Division 06 - Wood, Plastics, & Composites Sub-Total</i>					\$ 187,775
DIVISION 07 - THERMAL & MOISTURE PROTECTION						
07 11 00	Dampproofing					
07 11 13	Bituminous Dampproofing	1,400	sf	\$ 4.00	\$ 5,600	
07 11 16	Cementitious Dampproofing	340	sf	\$ 9.00	\$ 3,060	
07 13 00	Sheet Waterproofing					
07 13 26	Self-Adhering Sheet Waterproofing	6,440	sf	\$ 6.50	\$ 41,860	
07 21 00	Thermal Insulation					
07 21 13	Board Insulation			\$ -	\$ -	
	Foundation	1,400	sf	\$ 3.00	\$ 4,200	
	Underslab	9,250	sf	\$ 3.00	\$ 27,750	
	Envelope	6,440	sf	\$ 3.00	\$ 19,320	
07 26 00	Vapor Retarders					
07 26 16	Below-Grade Vapor Retarders	9,250	sf	\$ 0.30	\$ 2,775	
07 41 00	Roof Panels					
07 41 13	Metal Roof Panels	800	sf	\$ 55.00	\$ 44,000	

Owner: University of Rhode Island	Date: 20-Apr-18
Project: University of Rhode Island - Tootell Complex	Phase 2 - Addition
Location: Kingston, RI 02891	Estimator: TD
Description: Design Development Cost Estimate	S/F: 18,500 gsf
	Projected Construction Duration: 16 months

Division	Description	Qty	Unit	Cost	Line Item Total	Division Subtotals
###	07 52 00 Modified Bituminous Membrane Roofing					
###	07 52 16.12 Hot-Mopped Modified Bituminous Membrane Roofing	9,250	sf	\$ 28.00	\$ 259,000	
###	07 81 00 Applied Fireproofing					
###	07 81 33 Mineral-Fiber Fireproofing	18,500	sf	\$ 6.00	\$ 111,000	
###	07 84 00 Firestopping					
###	07 84 13 Penetration Firestopping			\$ -	\$ -	
###	07 84 43 Joint Firestopping	18,500	sf	\$ 0.40	\$ 7,400	
###	07 91 00 Preformed Joint Seals					
###	07 91 23 Backer Rods			\$ -	\$ -	
###	07 91 26 Joint Fillers			\$ -	\$ -	
###	07 92 13 Elastomeric Joint Sealants	18,500	sf	\$ 0.30	\$ 5,550	
###	07 95 00 Expansion Control					
###	07 95 13.13 Interior Expansion Joint Cover Assemblies			\$ -	\$ -	
###	07 95 13.16 Exterior Expansion Joint Cover Assemblies			\$ -	\$ -	
###	Trade contractor bond	1	ls	\$ 7,972.73	\$ 7,973	
###	Division 07 - Thermal & Moisture Protection Sub-Total					\$ 539,488
###	DIVISION 08 - OPENINGS					
###	08 12 00 Metal Frames					
###	08 12 13 Hollow Metal Doors, Frames & Hardware	1	ea	\$ 1,850.00	\$ 1,850	
###	08 12 16 Aluminum Frames			\$ -	\$ -	
###	08 13 00 Metal Doors					
###	08 13 13 Hollow Metal Doors			\$ -	\$ -	
###	08 13 16 Aluminum Doors			\$ -	\$ -	
###	08 13 73 Sliding Metal Doors			\$ -	\$ -	
###	08 13 76 Bifolding Metal Doors			\$ -	\$ -	
###	08 14 00 Wood Doors					
###	08 14 16 Wood Doors, Frames & Hardware					
	3070	37	ea	\$ 1,650.00	\$ 61,050	
	6070 Special	5	ea	\$ 5,400.00	\$ 27,000	
###	08 14 23.16 Plastic-Laminate-Faced Wood Doors			\$ -	\$ -	
	3070 @ Locker Area	8	ea	\$ 2,250.00	\$ 18,000	
###	08 41 00 Entrances and Storefronts					
###	08 41 13 Aluminum-Framed Entrances and Storefronts			\$ -	\$ -	
	Borrowed Lite @ Gym	228	sf	\$ 65.00	\$ 14,820	
	Misc Interior Glazing/Borrowed Lites	18,500	qsf	\$ 3.00	\$ 55,500	
###	08 41 26 Exterior Glazing - 15% Exterior Wall	966	sf	\$ 75.00	\$ 72,450	
###	08 44 00 Curtain Wall and Glazed Assemblies					
###	08 44 13 Glazed Aluminum Curtain Walls	1,040	sf	\$ 140.00	\$ 145,600	
###	08 44 26 Glass Entrance Door - 6070	1	ea	\$ 3,800.00	\$ 3,800	
###	08 83 00 Mirrors					
###	Vanities & Locker Areas	400	sf	\$ 12.00	\$ 4,800	
###	Trade contractor bond	1	ls	\$ 6,073.05	\$ 6,073	
###	Division 08 - Openings Sub-Total					\$ 410,943
###	DIVISION 09 - FINISHES					
###	09 21 00 Plaster and Gypsum Board Assemblies					
###	09 21 16 Gypsum Board Assemblies			\$ -	\$ -	
	Exterior Wall Assembly	6,440	sf	\$ 16.00	\$ 103,040	
	Interior Wall Assemblies	21,000	sf	\$ 12.00	\$ 252,000	
###	09 34 00 Waterproofing-Membrane Tiling					
###	09 34 13 Waterproofing-Membrane	1	ls	\$ 15,000.00	\$ 15,000	
###	09 51 00 Acoustical Ceilings					
###	09 51 13 Acoustical Ceilings	18,500	sf	\$ 15.00	\$ 277,500	
###	09 65 00 Flooring					
###	09 65 13.13 Flooring Allowance - Carpet, Tile, VCT	18,500	sf	\$ 8.00	\$ 148,000	
###	09 65 13.23 Resilient Stair Treads and Risers	32	ea	\$ 325.00	\$ 10,400	
###	09 91 00 Painting					
###	09 91 13 Exterior Painting	18,500	qsf	\$ 1.50	\$ 27,750	
###	09 91 23 Interior Painting	18,500	qsf	\$ 6.00	\$ 111,000	
###	Trade contractor bond	1	ls	\$ 14,170.35	\$ 14,170	
###	Division 09 - Finishes Sub-Total					\$ 958,860
###	DIVISION 10 - SPECIALTIES					
###	10 11 00 Visual Display Units					
###	10 11 13 Allowance	1	allow	\$ 20,000.00	\$ 20,000	
###	10 13 00 Directories					
###	10 13 13 Electronic Directories - Allowance	1	allow	\$ 50,000.00	\$ 50,000	

Owner: University of Rhode Island	Date: 20-Apr-18
Project: University of Rhode Island - Tootell Complex	Phase 2 - Addition
Location: Kingston, RI 02891	Estimator: TD
Description: Design Development Cost Estimate	S/F: 18,500 gsf
	Projected Construction Duration: 16 months

Division	Description	Qty	Unit	Cost	Line Item Total	Division Subtotals
###	10 14 00 Signage					
###	10 14 23 Allowance	1	allow	\$ 75,000.00	\$ 75,000	
###	10 21 00 Compartments and Cubicles					
###	10 21 13.13 Toilet Compartments	4	ea	\$ 800.00	\$ 3,200	
###	10 21 13.14 Toilet Compartments - HC	2	ea	\$ 1,100.00	\$ 2,200	
###	10 21 13.16 Urinal Screens	1	ea	\$ 350.00	\$ 350	
###	10 28 00 Toilet, Bath, and Laundry Accessories					
###	10 28 13 Toilet Accessories	16	point	\$ 350.00	\$ 5,600	
###	10 44 00 Fire Protection Specialties					
###	10 44 13 Fire Exinquishers & Cabinets	6	ea	\$ 450.00	\$ 2,700	
###	10 44 16 Fire Exinquishers			\$ -	\$ -	
###	10 51 00 Lockers					
###	10 55 13 Players Lockers	52	ea	\$ 3,500.00	\$ 182,000	
###	10 56 13 Coaches Lockers	20	ea	\$ 3,500.00	\$ 70,000	
###	<i>Division 10 - Specialties Sub-Total</i>					\$ 411,050
###	DIVISION 11 - EQUIPMENT					
###	11 21 00 Retail and Service Equipment			\$ -	\$ -	
###	11 30 00 Residential Equipment			\$ -	\$ -	
###	Appliances - Caf�/Kitchen	1	ls	\$ 20,000.00	\$ 20,000	
###	Appliances - Lounge Areas	1	ls	\$ 12,000.00	\$ 12,000	
###	11 40 00 Foodservice Equipment			\$ -	\$ -	
###	11 52 00 Audio-Visual Equipment			\$ -	FF&E	
###	11 70 00 Healthcare Equipment			\$ -	FF&E	
###	<i>Division 11 - Equipment Sub-Total</i>					\$ 32,000
###	DIVISION 12 - FURNISHINGS					
###	12 10 00 Art			\$ -	FF&E	
###	12 20 00 Window Treatments					
###	12 21 13 Horizontal Louver Blinds	966	sf	\$ 8.00	\$ 7,728	
###	12 30 00 Casework/Countertops					
###	12 32 13 Casework Allowance - Kitchen/Caf�, Lounge etc	1	allow	\$ 25,000.00	\$ 25,000	
###	12 32 16 Manufactured Plastic-Laminate-Clad Casework			\$ -	\$ -	
###	12 36 00 Countertops					
###	12 36 13 Vanities	80	sf	\$ 90.00	\$ 7,200	
###	12 40 00 Furnishings and Accessories			\$ -	FF&E	
###	12 48 00 Rugs and Mats					
###	12 48 13 Entrance Floor Mats and Frames	1	ls	\$ 1,000.00	\$ 1,000	
###	<i>Division 12 - Furnishings Sub-Total</i>					\$ 40,928
###	DIVISION 13 - SPECIAL CONSTRUCTION					
###	<i>Division 13 - Special Construction Sub-Total</i>					\$ -
###	DIVISION 14 - CONVEYING EQUIPMENT					
###	14 20 00 Elevators					
###	14 24 13 3-stop Elevator	3	stop	\$ 35,000.00	\$ 105,000	
###	Trade contractor bond	1	ls	\$ 1,575.00	\$ 1,575	
###	<i>Division 14 - Conveying Equipment Sub-Total</i>					\$ 106,575
###	DIVISION 21 - FIRE SUPPRESSION					
###	21 13 00 Fire-Suppression Sprinkler Systems					
###	21 13 13 Wet-Pipe Sprinkler Systems	18,500	sf	\$ 5.25	\$ 97,125	
###	Trade contractor bond	1	ls	\$ 1,456.88	\$ 1,457	
###	<i>Division 21 - Fire Suppression Sub-Total</i>					\$ 98,582
###	DIVISION 22 - PLUMBING					
###	22 14 00 Facility Storm Drainage					
###	22 14 26.13 Roof Drains	2	ea	\$ 4,500.00	\$ 9,000	
###	22 34 00 Fuel-Fired Domestic Water Heaters					
###	Boiler - Hot water	1	ea	\$ 25,000.00	\$ 25,000	
###	22 42 00 Commercial Plumbing Fixtures					
###	22 42 13.13 Fixtures	40	ea	\$ 3,500.00	\$ 140,000	
###	Plumbing Exterior Hose Bibs	6	ea	\$ 450.00	\$ 2,700	
###	22 42 13.16 Plumbing for Other Eqioment	1	ls	\$ 20,000.00	\$ 20,000	
###	22 63 00 Gas Systems					
###	22 63 13.53 Gas Piping	400	lf	\$ 38.00	\$ 15,200	
###	Taqqinq	1	ls	\$ -	\$ -	

Owner: University of Rhode Island	Date: 20-Apr-18
Project: University of Rhode Island - Tootell Complex	Phase 2 - Addition
Location: Kingston, RI 02891	Estimator: TD
Description: Design Development Cost Estimate	S/F: 18,500 gsf
	Projected Construction Duration: 16 months

Division	Description	Qty	Unit	Cost	Line Item Total	Division Subtotals
###	As-built	1	ls	\$ -	\$ -	
###	Chlorination	1	ls	\$ -	\$ -	
###	Permits and fees	1	ls	\$ 4,238.00	\$ 4,238	
###	Trade contractor bond	1	ls	\$ 3,242.07	\$ 3,242	
###	<i>Division 22 - Plumbing Sub-Total</i>					\$ 219,380
###	DIVISION 23 - HVAC					
###	23 07 00 HVAC System					
###	23 07 13 Equipment, Ductwork, Piping, Venting, Insulation, RGD's	18,500	sf	\$ 38.00	\$ 703,000	
###	New temperature controls	12	pts	\$ 1,200.00	\$ 14,400	
###	Balancing	1	allow	\$ 15,000.00	\$ 15,000	
###	Commissioning assistance		allow	\$ 2,000.00	\$ -	
###	Taqqing	1	allow	\$ 2,000.00	\$ 2,000	
###	Permits and fees	1	ls	\$ 14,688.00	\$ 14,688	
###	Trade contractor bond	1	ls	\$ 11,236.32	\$ 11,236	
###	<i>Division 23 - HVAC Sub-Total</i>					\$ 760,324
###	DIVISION 26 - ELECTRICAL					
###	26 10 00 Electrical Systems					
###	26 11 13 Equipment, Distribution, Lighting * Power wiring	18,500	sf	\$ 35.00	\$ 647,500	
###	26 56 00 Exterior Lighting					
###	26 56 13 Lighting Poles and Standards	18,500	qsf	\$ 3.00	\$ 55,500	
###	Permits and fees	1	ls	\$ 14,060.00	\$ 14,060	
###	Trade contractor bond	1	ls	\$ 10,755.90	\$ 10,756	
###	<i>Division 26 - Electrical Sub-Total</i>					\$ 727,816
###	DIVISION 27 - COMMUNICATIONS					
###	27 11 00 Communications Equipment Room Fittings					
###	27 11 16 Communications Cabinets & Racks	18,500	sf	\$ 4.50	\$ 83,250	
###	Permits and fees	1	ls	\$ 1,665.00	\$ 1,665	
###	Trade contractor bond	1	ls	\$ 1,273.73	\$ 1,274	
###	<i>Division 27 - Communications Sub-Total</i>					\$ 86,189
###	DIVISION 28 - ELECTRONIC SAFETY & SECURITY					
###	28 30 00 Security Detection, Alarm, and Monitoring					
###	Security System Allowance	18,500	sf	\$ 9.00	\$ 166,500	
###	28 46 00 Fire Detection and Alarm					
###	28 46 12.11 Fire Alarm System Allowance	18,500	sf	\$ 5.50	\$ 101,750	
###	Permits and fees	1	ls	\$ 5,365.00	\$ 5,365	
###	Trade contractor bond	1	ls	\$ 4,104.23	\$ 4,104	
###	<i>Division 28 - Electronic Safety & Security Sub-Total</i>					\$ 277,719
###	DIVISION 31 - EARTHWORK					
###	31 10 00 Site Clearing			\$ -	\$ -	
###	31 11 00 Site Prep					
###	31 13 13 Site Prep	18,500	qsf	\$ 3.00	\$ 55,500	
###	31 22 00 Grading					
###	31 22 13 Rough Grading	18,500	qsf	\$ 2.50	\$ 46,250	
###	31 23 00 Excavation and Fill					
###	31 23 16 Excavation & Backfill Foundation Systems	500	cy	\$ 50.00	\$ 25,000	
###	31 25 00 Erosion and Sedimentation Controls	1	ls	\$ 20,000.00	\$ 20,000	
###	Trade contractor bond	1	ls	\$ 2,201.25	\$ 2,201	
###	<i>Division 31 - Earthwork Sub-Total</i>					\$ 148,951
###	DIVISION 32 - EXTERIOR IMPROVEMENTS					
###	32 30 00 Site Improvements - Allowance	18,500	gsf	\$ 8.00	\$ 148,000	
###	32 93 00 Landscaping - Allowance	18,500	gsf	\$ 5.00	\$ 92,500	
###	Trade contractor bond	1	ls	\$ 3,607.50	\$ 3,608	
###	<i>Division 32 - Exterior Improvements Sub-Total</i>					\$ 244,108
###	DIVISION 33 - EXTERIOR UTILITIES					
###	33 08 00 Utilities & Drainage					
###	33 08 10 Utilities & Drainage - Allowance	18,500	qsf	\$ 12.00	\$ 222,000	
###	Permits and fees	1	ls	\$ 4,440.00	\$ 4,440	
###	Trade contractor bond	1	ls	\$ 3,396.60	\$ 3,397	
###	<i>Division 33 - Exterior Utilities Sub-Total</i>					\$ 229,837

Owner: University of Rhode Island	Date: 20-Apr-18
Project: University of Rhode Island - Tootell Complex	Phase 2 - Addition
Location: Kingston, RI 02891	Estimator: TD
Description: Design Development Cost Estimate	S/F: 18,500 gsf
	Projected Construction Duration: 16 months

Division	Description	Qty	Unit	Cost	Line Item Total	Division Subtotals
DIVISIONS 02 thry 33 SUB-TOTAL						\$ 6,838,138
DIVISION 01 - GENERAL REQUIREMENTS						
01 41 00	Regulatory Requirements					
01 41 23	Plan review fees	0.5%			\$ 34,191	
01 41 26	Building Permit fees	\$10/K			\$ 68,381	
	Certificate of Occupancy	1	ea	\$ 50.00	\$ 50	
01 45 00	Quality Control					
01 45 23	Testing and Inspecting Services	0	day	\$ 1,500.00	\$ -	
01 45 33	Code-Required Special Inspections and Procedures	0	ea	\$ 600.00	\$ -	
01 50 00	Temporary Facilities & Controls					
01 51 13	Temporary Electricity	0	mo	\$ -	\$ -	
01 51 23	Temporary Heating, Cooling, and Ventilating	0	mo	\$ -	\$ -	
01 51 26	Temporary Lighting	18,500	sf	\$ 1.50	\$ 27,750	
01 51 33	Temporary Telecommunications	0	mo	\$ -	\$ -	
01 51 36	Temporary Water	0	mo	\$ -	\$ -	
01 52 13	Field Offices and Sheds	16	mo	\$ 800.00	\$ 12,800	
01 52 19	Sanitary Facilities	16	mo	\$ 800.00	\$ 12,800	
01 54 13	Temporary Elevators	0	mo	\$ -	\$ -	
01 54 23	Temporary Scaffolding and Platforms	0	sf	\$ -	\$ -	
01 56 16	Temporary Dust Barriers	1	ls	\$ 1,500.00	\$ 1,500	
01 56 26	Temporary Fencing	600	lf	\$ 15.00	\$ 9,000	
01 56 33	Temporary Security Barriers	0	mo	\$ -	\$ -	
01 56 39	Temporary Tree and Plant Protection	0	ea	\$ -	\$ -	
01 57 13	Temporary Erosion and Sediment Control	0	lf	\$ -	\$ -	w/ Site
01 58 13	Temporary Project Signage	1	ls	\$ 2,000.00	\$ 2,000	
01 62 15	Winter/Summer Conditions Allowance	1	allow	\$ 30,000.00	\$ 30,000	
01 71 33	Protection of Adjacent Construction	0	cmd	\$ -	\$ -	
01 74 00	Cleaning and Waste Management					
01 74 13	Progress Cleaning	120	cmd	\$ 1,320.00	\$ 158,400	
01 74 19	Construction Waste Management and Disposal	50	ea	\$ 550.00	\$ 27,500	
01 74 23	Final Cleaning	18,500	sf	\$ 0.40	\$ 7,400	
<i>Division 01 - General Requirements Sub-Total</i>						<i>\$ 391,772</i>
DIVISIONS 01 thry 33 SUB-TOTAL						\$ 7,229,910
DIVISION 00 - PROCUREMENT & CONTRACTING REQUIREMENTS						
00 72 00	General Conditions					
00 72 23	GC's General Conditions/Project Management	16	mo	\$ 28,520.27	\$ 456,324	
00 72 73	Contractor fee	4.00	%		\$ 289,196.39	
00 73 00	Supplementary Conditions					
00 73 16	Insurance Requirements	\$9.0/K			\$ 65,069	
00 73 19	Health and Safety Requirements	1	ls	\$ 5,000.00	\$ 5,000	
00 73 39	Minority Business Enterprise Requirements	10.00	%		Included	
00 73 43	Prevailing Wage Rate Requirements				Included	
00 73 63	Bonding Requirements	1.50	%		\$ 108,449	
00 73 83	Builders Risk Insurance				By Owner	
<i>Division 00 - Procurement & Contracting Requirements Sub-Total</i>						<i>\$ 924,038</i>
TOTAL CONSTRUCTION COST						\$ 8,153,948
4.75% Construction Escalation Compounded Over 3.5 years						\$ 1,438,005
TOTAL CONSTRUCTION COST INCLUDING ESCALTION						\$ 9,591,953
DESIGN, CONTINGENCIES & OWNER COST						
	Design and Estimating Contingency (10% of Construction Cost)	10.0	%			\$ 959,195
	Design Cost (8% of Construction Cost)	8.0	%			\$ 729,051
	F F & E	1.0	allow			\$ 500,000
	Owner's Project Contingency (10% of Project Cost)	10.0	%			\$ 1,034,220
<i>Design, Contingency, & Escalation Cost Summary</i>						<i>\$ 3,222,466</i>
TOTAL PROJECT COST						\$ 12,814,420

6

SPACE PROGRAM

(APPENDIX B)

Phase 2 - Space Program

Offices MBB	Space Preferred Requirements	Technology	Branding
Head Coach	Private Bathroom; Desk/Workstation; Sitting Area (6 people minimum);	Smart TV; Multiple TV's; Lighting Options	
Assistant Coach	Desk/Workstation; Seating 4/6 people;	TV	
Assistant Coach	Desk/Workstation; Seating 4/6 people;	TV	
Assistant Coach	Desk/Workstation; Seating 4/6 people;	TV	
Director of Basketball Operations	Desk/Workstation; Seating 4/6 people;	TV	
Director of Player Development	Desk/Workstation; Seating 4/6 people;	TV	
Video Coordinator	Multiple Desk/Workstations (2)		
Strength & Conditioning			
Athletic Trainer			

Working Spaces MBB	Space Preferred Requirements	Technology	Branding
Reception Area	Desk/Workstation; Seating 6 people	Smart TV; Video Capabilities;	
Locker-room	Open Area; Rounded locker set-up; Hot tub;	Multiple TV's; Safes; USB ports; Video Capabilities; Whiteboards; Smartboards	Team messaging; goals
Conference Room	Conference Table w/ USB Ports, wiring, etc.	Multiple TV's; Safes; USB ports; Video Conferencing Capabilities; Whiteboards; Smart TV's	
Recruiting Room	Stations for video presentations; Photo shoot area; Presentation tables; Manequins	Smart TV's;	
Coaches Locker-room	Space for up to 10 lockers	Individual safes;	

Offices WBB	Space Preferred Requirements	Technology	Branding
Head Coach	Private Bathroom; Desk/Workstation; Sitting Area (6 people minimum);	Smart TV; Multiple TV's; Lighting Options	
Assistant Coach	Desk/Workstation; Seating 4/6 people;	TV	
Assistant Coach	Desk/Workstation; Seating 4/6 people;	TV	
Assistant Coach	Desk/Workstation; Seating 4/6 people;	TV	
Director of Basketball Operations	Desk/Workstation; Seating 4/6 people;	TV	
Director of Player Development	Desk/Workstation; Seating 4/6 people;	TV	
Video Coordinator	Multiple Desk/Workstations (2)		
Strength & Conditioning			
Athletic Trainer			

Working Spaces WBB	Space Preferred Requirements	Technology	Branding
Reception Area	Desk/Workstation; Seating 6 people	Smart TV; Video Capabilities;	
Locker-room	Open Area; Rounded locker set-up; Hot tub;	Multiple TV's; Safes; USB ports; Video Capabilities; Whiteboards; Smartboards	Team messaging; goals
Conference Room	Conference Table w/ USB Ports, wiring, etc.	Multiple TV's; Safes; USB ports; Video Conferencing Capabilities; Whiteboards; Smart TV's	
Recruiting Room	Stations for video presentations; Photo shoot area; Presentation tables; Manequins	Smart TV's;	
Coaches Locker-room	Space for up to 10 lockers	Individual safes;	

Offices Shared	Space Preferred Requirements	Technology	Branding
Academic Advisor/Life Skills	Desk/Workstation; Seating 4/6 people;		

Working Spaces Shared	Space Preferred Requirements	Technology	Branding
Entrance/Lobby	Display Area	Smart TV; Video Capabilities;	Program history; current success; shoe partner; current professional athletes
Video Room	Seating for 18; Lounge chairs;	Video projection equipment; Smart TV's	
Lounge	Pool Table; Video game setup;	TV's;	
Academic Center	Tutoring area/tables; computer stations	Laptop docking stations	
Fueling Station	Food Hot/Cold Area; Refrigerator		
Cafeteria/Kitchen	Seating for 25		
Equipment Room			

Storage (For Each Team)		
Gear Closet		
Supply Closet		

7

BROCHURE

(APPENDIX C)

THE UNIVERSITY OF RHODE ISLAND

THINK BIG  WE DO SM

BASKETBALL TRAINING FACILITY



Tecton
ARCHITECTS

INTRODUCTION

BASKETBALL TRAINING FACILITY

To aid in recruitment and enhance the student athlete experience, the University of Rhode Island intends to transform the existing Tootell West Gym into a practice facility for the men's and women's basketball teams. The proposed renovation and addition will add enhanced practice and support spaces, establish a connection to the primary basketball facilities in the Ryan Center and strengthen the relationship to the University's athletic identity.

This project has been developed into two phases:

- **Phase 1** consists of renovations to the West Gym and the adjacent corridors.
- **Phase 2** consists of a two-story addition to the south of the West Gym, the new home of the men's and women's basketball teams. Phase 2 also includes the creation of two entrances to the practice facility, locker rooms, video room and support spaces on the first floor. The second floor will include recruiting rooms, team café and kitchen, academic support, office and support spaces.

THE
UNIVERSITY
OF RHODE ISLAND

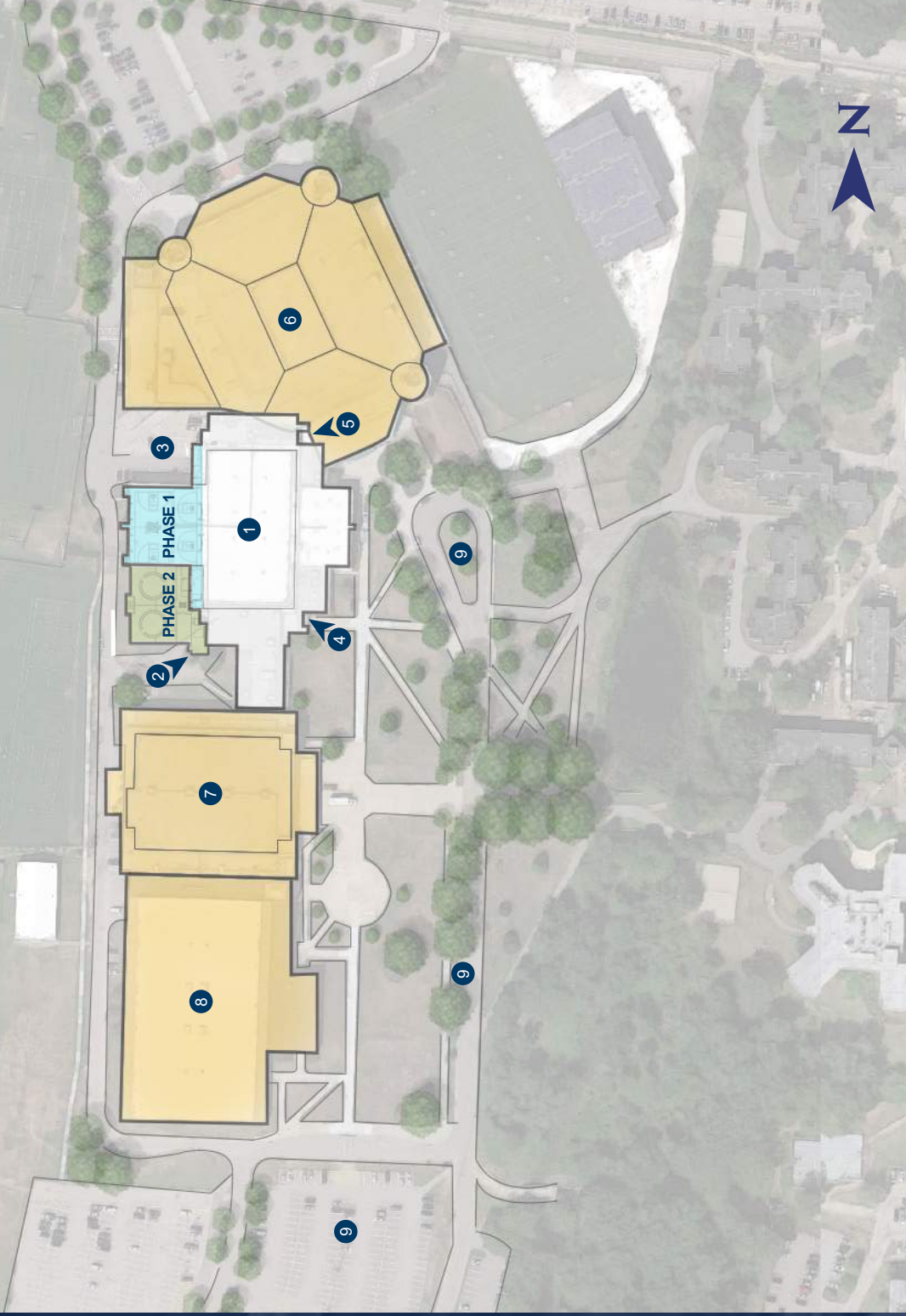
THINK BIG. WE DO.™



THE UNIVERSITY OF RHODE ISLAND

BASKETBALL TRAINING FACILITY

Tecton ARCHITECTS



SITE PLAN KEY

- ① Tootell Physical Education Center
- ② Main Entrance
- ③ Staff Parking
- ④ Staff and Athletes Entrance
- ⑤ Entrance From the Ryan Center
- ⑥ Ryan Center
- ⑦ Keaney Gymnasium
- ⑧ Mackal Field House
- ⑨ Parking

SCHEMATIC SITE PLAN

Phase 1 & 2 are shown above in relation to the entire sports complex.

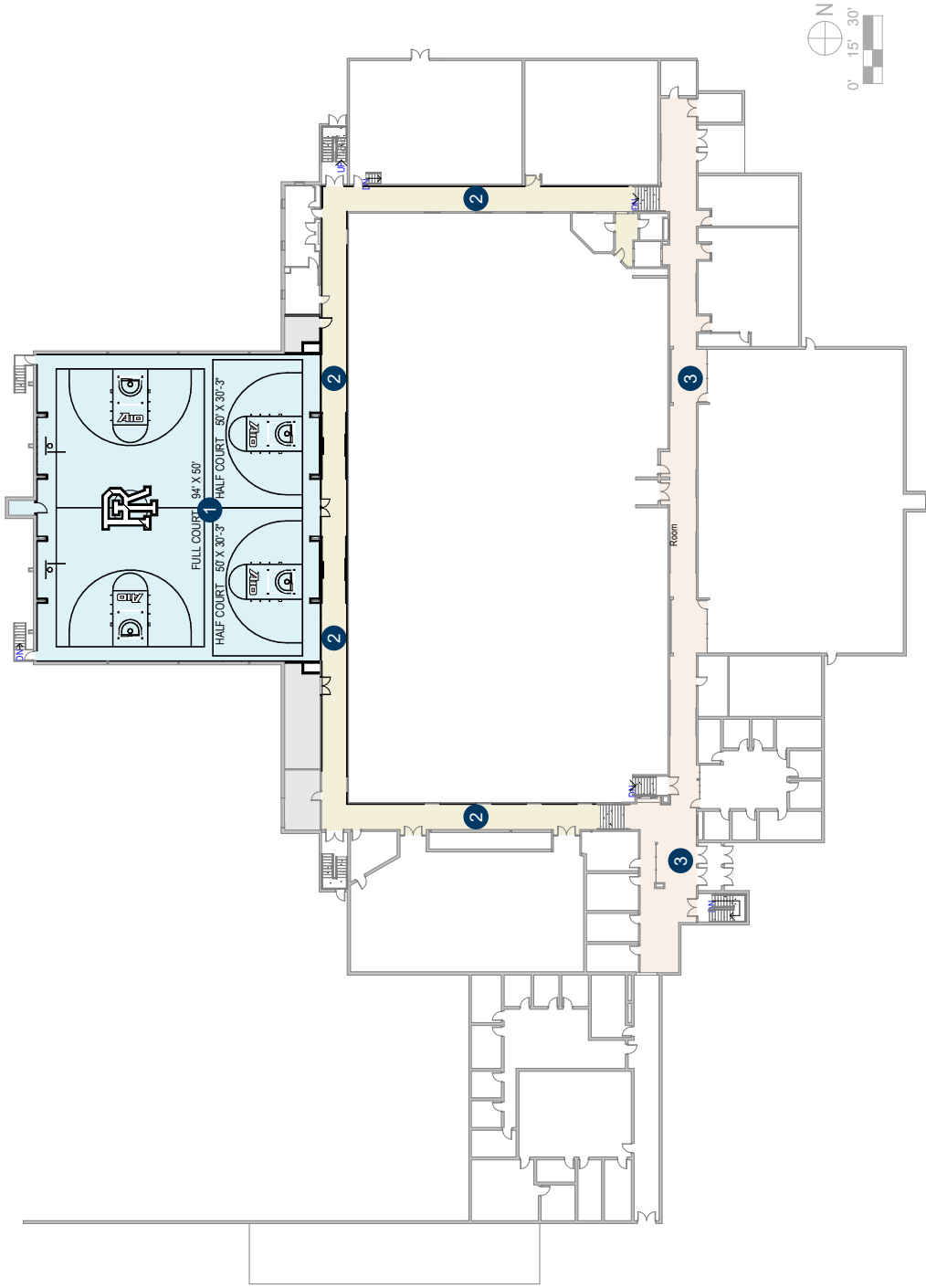
THE UNIVERSITY OF RHODE ISLAND

BASKETBALL TRAINING FACILITY

PHASE 1 GROUND FLOOR OVERALL WORK

- ① Practice Courts Renovations
- ② Corridor Finish Upgrades & Visual Displays
- ③ Corridor Minor Upgrades

Tecton
ARCHITECTS



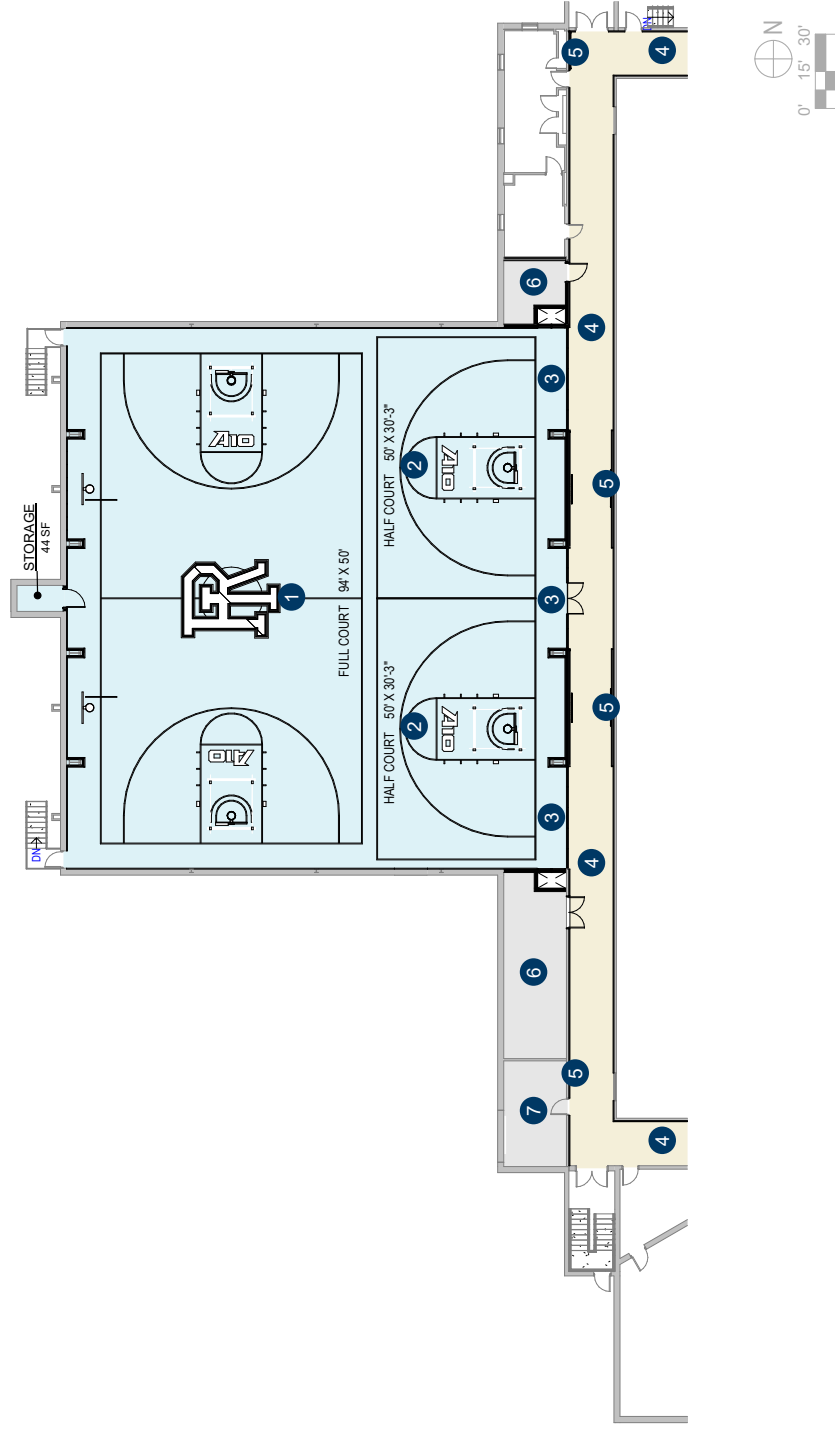
THE UNIVERSITY OF RHODE ISLAND

BASKETBALL TRAINING FACILITY

PHASE 1 PRACTICE GYM & CORRIDOR RENOVATIONS

- ① Full Practice Court - 94' X 50'
- ② Half Practice Court - 50' X 30'3"
- ③ Glass Window Wall
- ④ Corridor Finishes & Lighting Upgrades
- ⑤ Visual Display Monitor
- ⑥ Storage
- ⑦ Maintenance

Tecton
ARCHITECTS



GYM RENOVATION FEATURES:

- New flooring that is identical to Ryan Center
- New HVAC Systems
- New lighting - same fixtures and light levels as Ryan Center
- Keemotion video system mounted to the roof deck

- New acoustical treatment - perforated wood panels on East wall with RI logo in center bay
- New wall graphics and championship banners
- New roof structure mounted backstops/hoops
- Wall mounted scoreboard

CORRIDOR RENOVATION FEATURES:

- Glass window walls to Practice Gym
- New upgraded finishes and large programmable visual display monitors
- New lighting and flooring



PHASE 1 - VIEW FROM CORRIDOR FACING PRACTICE COURTS



Tecton
ARCHITECTS

PHASE 1 - PRACTICE COURTS

THE
UNIVERSITY
OF RHODE ISLAND

TECTON ARCHITECTS | CONCEPTUAL STUDY FOR THE BASKETBALL TRAINING FACILITY

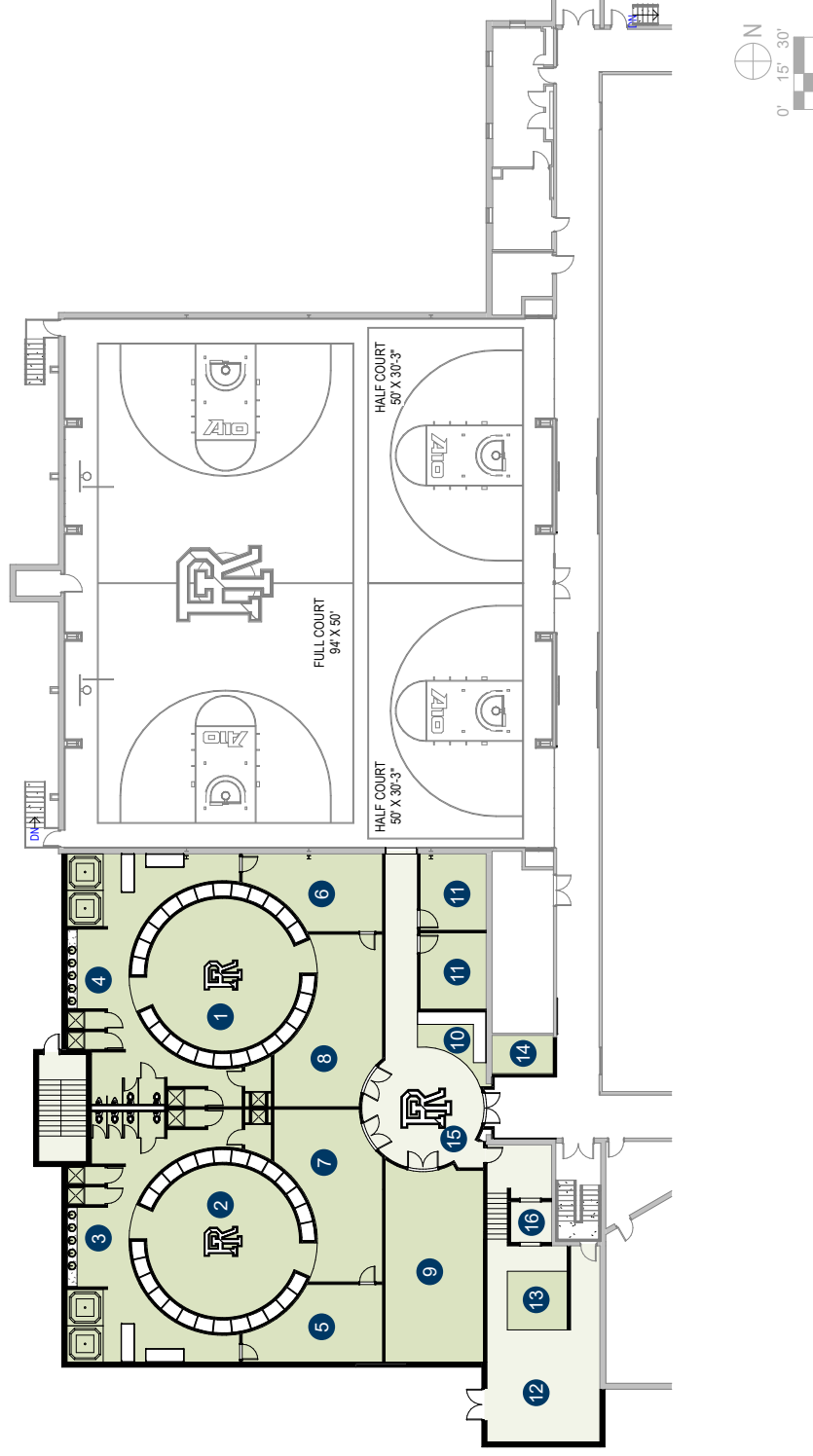
THE UNIVERSITY OF RHODE ISLAND

BASKETBALL TRAINING FACILITY

PHASE 2 ADDITION FIRST FLOOR

- ① Men's Locker Room
- ② Women's Locker Room
- ③ Women's Bathroom / Showers
- ④ Men's Bathroom / Showers
- ⑤ Women's Coach Locker Room
- ⑥ Men's Coach Locker Room
- ⑦ Women's Lounge
- ⑧ Men's Lounge
- ⑨ Video Room
- ⑩ Fueling Station
- ⑪ Equipment Room
- ⑫ Entrance / Lobby
- ⑬ Reception
- ⑭ Display
- ⑮ Foyer
- ⑯ Elevator

Tecton
ARCHITECTS



FIRST FLOOR FEATURES:

- "Landmark Entry" Entrance/Lobby from the west side of the building
- Lobby includes: Display area with Branding wall
- Foyer with Display area: Entrance from corridors & central hub for the first floor
- Video Room: Lounge seating for team meetings & Keemotion film viewing
- Locker rooms for Men's and Women's Teams
- Fueling station

THE UNIVERSITY OF RHODE ISLAND

BASKETBALL TRAINING FACILITY

PHASE 2 ADDITION SECOND FLOOR

- ① Cafe / Kitchen
- ② Video Coordinator Rooms
- ③ Athletic Trainer Rooms
- ④ Assistant Coach Office
- ⑤ Conference Rooms
- ⑥ Head Coach Office
- ⑦ Academic Center
- ⑧ Academic Advisor / Life Skills Office
- ⑨ Recruiting Room
- ⑩ Restroom
- ⑪ Strength & Conditioning Room
- ⑫ Director of Player Development Office
- ⑬ Director of Basketball Opportunities Office
- ⑭ Reception
- ⑮ Glass Window Wall



SECOND FLOOR FEATURES:

- Recruiting Rooms: Views to lobby/Branding wall
- Glass window wall overlooking Practice Courts
- Men's and Women's Coaching offices



PHASE 2 - VIEW TOWARDS 2ND FLOOR OFFICE GLASS WINDOW WALL

Tecton
ARCHITECTS

AMERICAN BASKETBALL
ELITE 8
1997

NCAA
1993

SWEET 16
1988

NCAA
1978

NCAA
1966

NCAA
1961

ATLANTIC COAST CONFERENCE
2018

ATLANTIC COAST CONFERENCE
2017

ATLANTIC COAST CONFERENCE
1999

BIG

URI

URI

PHASE 2 - VIEW FROM KEEMOTION CAMERA TO 2ND FLOOR GLASS WINDOW WALL

THE
UNIVERSITY
OF RHODE ISLAND

TECTON ARCHITECTS | CONCEPTUAL STUDY FOR THE BASKETBALL TRAINING FACILITY



PHASE 2 - COURT VIEW FROM 2ND FLOOR HEAD COACH'S OFFICE

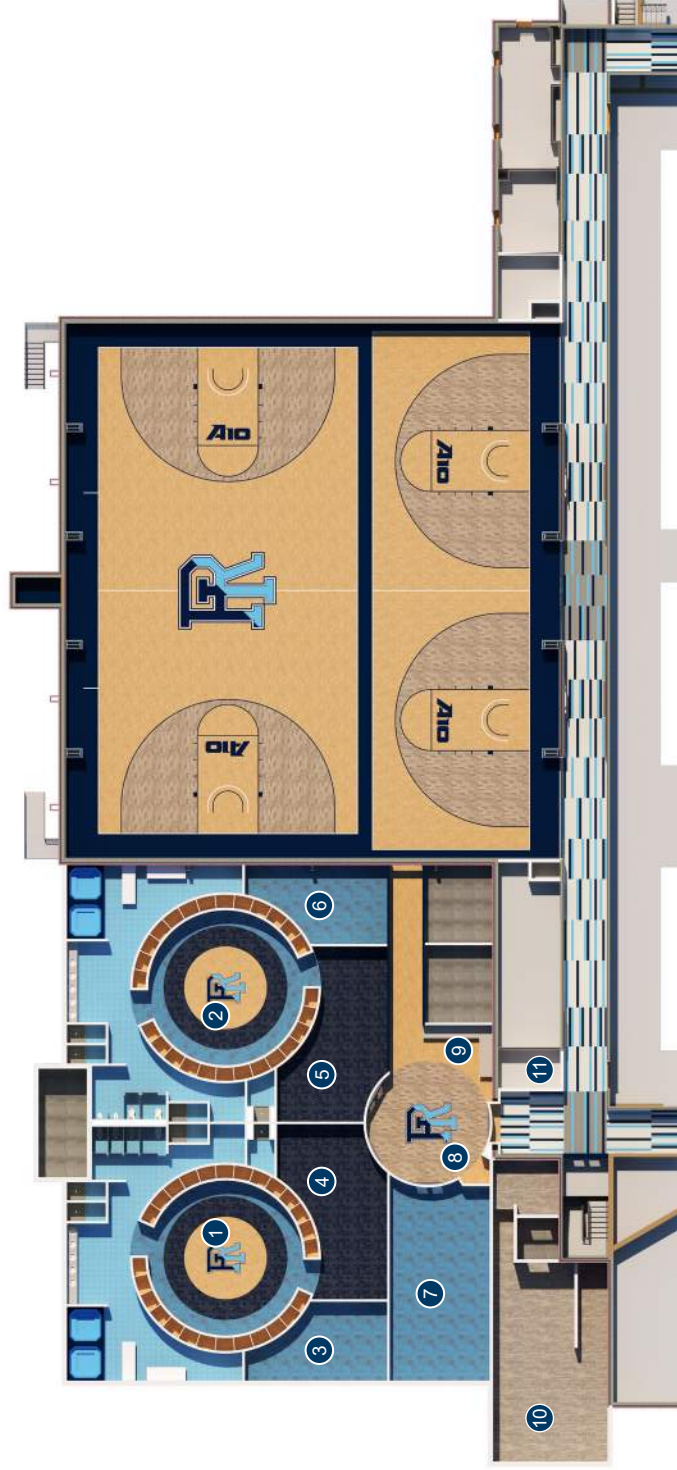
THE UNIVERSITY OF RHODE ISLAND

BASKETBALL TRAINING FACILITY

PHASE 2 FLOOR FINISHES

- ① Women's Locker Room
- ② Men's Locker Room
- ③ Women's Coach Locker Room
- ④ Women's Lounge
- ⑤ Men's Lounge
- ⑥ Men's Coach Locker Room
- ⑦ Video Room
- ⑧ Foyer
- ⑨ Fueling Station
- ⑩ Entrance / Lobby
- ⑪ Display

Tecton
ARCHITECTS





Tecton ARCHITECTS



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)

The University of Rhode Island Board of Trustees
35 Campus Avenue
Kingston, Rhode Island 02881
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)
On behalf of the User Agency

THE USER AGENCY

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

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

THE Design Agent:

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

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 DESIGN AGENT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK

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.

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



Init.

/

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.

Init.

§ 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.

Init.

§ 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 University of Rhode Island is exempt from payment of any federal or state excise, transportation, or sales tax. The University of Rhode Island Purchasing Department 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

Init.

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

Init.

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.

Init.

§ 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.

Init.

§ 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

Init.

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,

Init.

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

Init.

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.

Init.

§ 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

Init.

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.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims shall be referred to the Initial Decision Maker for initial decision. The URI Purchasing Department as the Purchasing Agent appointed pursuant to the Procurement Regulations of the Board of Governors for Higher Education made in accordance with 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, Procurement Regulations of the Board of Governors for Higher Education, 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.



Init.

/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:24:02 ET on 03/17/2020 under Order No.7842301080 which expires on 08/27/2020, and is not for resale.
User Notes: