

# THE UNIVERSITY OF RHODE ISLAND

## Solicitation Information

4/25/2024

**QBS# 101377**

**TITLE: PHASE 2 WIRELESS FIRE ALARM REPORTING**

**Submission Deadline: 5/23/2024 at 1:00 PM (Eastern Time)**

**PRE-BID/ PROPOSAL CONFERENCE: YES**

**MANDATORY: NO**

If YES, any Vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory Pre-Bid/ Proposal Conference. The representative must register at the Pre-Bid/ Proposal Conference and disclose the identity of the vendor whom he/she represents.

**DATE: 5/6/2024 at 10:00 AM**

**LOCATION: 210 Flagg Road, Conference Room 207A, Kingston, RI 02881**

Questions concerning this solicitation must be received by the URI Purchasing Department at [URIPurchasing@uri.edu](mailto:URIPurchasing@uri.edu) no later than **12:00 PM on 5/7/2024 (EST)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**BID SURETY BOND REQUIRED: NO**

**PAYMENT AND PERFORMANCE BOND REQUIRED: NO**

ANDREA BOUCHER, ASSISTANT UNIVERSITY PURCHASING AGENT

### **Note to Applicants:**

- Applicants should register on-line at the URI Controller's Website at <https://web.uri.edu/controller/accounts-payable/suppliers/>
- Proposals received without a completed URI Bidder Certification Form may result in disqualification.

### **Respondent Information:**

Company Name \_\_\_\_\_  
Address \_\_\_\_\_

Contact Name \_\_\_\_\_  
Contact Email \_\_\_\_\_  
Contact Phone \_\_\_\_\_

**University of Rhode Island Bidder Certification Form**  
**State of Rhode Island Procurement Regulations**

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

Rules for Submitting Offers

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

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

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

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

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

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

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

ALL PRICES QUOTED ARE FOB DESTINATION.

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

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

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

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

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

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

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

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

REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE AND THE UNIVERSITY OF RHODE ISLAND CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State’s [Purchasing Laws](#) and the [RI Division of Purchases Procurement Regulations and General Conditions of Purchase](#).

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

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

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

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

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

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

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

## SECTION 2 – DISCLOSURES

### ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement. A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

#### Indicate Yes (Y) or No (N):

\_\_\_\_ 1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If Yes, then provide details below.

\_\_\_\_ 2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If Yes, then provide details below.

\_\_\_\_ 3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If Yes, then provide details below.

\_\_\_\_ 4 State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state. If Yes, then provide details below.

IF YOU HAVE ANSWERED “YES” TO QUESTIONS #1 – 4 PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

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## SECTION 3 - OWNERSHIP DISCLOSURE

**Vendors must provide all relevant information. Bid proposals submitted without a complete response may be deemed nonresponsive.**

If the vendor is privately held, the vendor shall provide ownership information below.

List each officer, director, manager, stockholder, member, partner, or other owner or principle of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Vendor, and the percentage of ownership, if any, he or she holds in the Vendor, and each intermediate parent company and the ultimate parent company of the Vendor.

If the company is publicly held, the vendor may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the vendor; otherwise, complete ownership disclosure is required.

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#### SECTION 4 - CERTIFICATIONS

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

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

THE VENDOR CERTIFIES THAT:

\_\_\_\_ 1 I/we certify that I/we will immediately disclose, in writing, to the University Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

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

\_\_\_\_ 3 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

\_\_\_\_ 4 I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

\_\_\_\_ 5 I/we certify that I/we understand that falsification of any information herein or failure to notify the University of Rhode Island Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

\_\_\_\_ 6 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

\_\_\_\_ 7 I/we acknowledge that I/we understand the State's Purchasing Laws ([§37-2 of the General Laws of Rhode Island](#)) and the [RI Division of Purchases Regulations](#) apply as the governing conditions for any contract or purchase order I/we may receive from the University of Rhode Island, including the offer contained herein.

\_\_\_\_ 8 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

\_\_\_\_ 9 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML)  
Category: \_\_\_\_\_

\_\_\_\_ 10 I/we certify that the above information is correct and complete.

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

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

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

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

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

## **SECTION 1: INTRODUCTION**

The URI Board of Trustees/University of Rhode Island is soliciting technical proposals for Phase 2 Wireless Fire Alarm Reporting from qualified OFFERORS to provide Design and Construction Administration in accordance with the terms of this Qualification-Based Selection (QBS) method and the General Terms and Conditions of Purchase indicated in the attached URI Bidder Certification Form.

The initial contract period will begin approximately July 1<sup>st</sup>, 2024, for four (4) years.

This is a qualification-based selection solicitation. In response to this solicitation vendors will submit bids for technical review. Vendors will then be technically evaluated based upon their proposal. Cost is negotiated with the most technically qualified firm at the end of the technical evaluation process. If unable to agree with cost and terms, the University may negotiate with next highest scored firm, and so on.

### **Instructions and Notifications to Offerors**

1. Potential offerors are advised to review all sections of this solicitation carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this solicitation are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this solicitation may be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this solicitation or for providing oral or written clarification of its content shall be borne by the vendor. The University assumes no responsibility for these costs even if the solicitation is cancelled or continued.
4. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the University of Rhode Island Purchasing Agent.
5. It is intended that an award pursuant to this solicitation will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal, and the subcontractor(s) to be used is identified in the proposal.
6. The purchase of goods and/or services under an award made pursuant to this solicitation will be contingent on the availability of appropriated funds.
7. Vendors are advised that all materials submitted to the University of Rhode Island Purchasing Department for consideration in response to this solicitation may be considered to be public records, as defined in R. I. Gen. Laws § 38-2-1, *et seq.*, and may be released for inspection upon request, once an award has been made.

Any information submitted in response to this solicitation that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the University of Rhode Island Purchasing Department may release records marked confidential by a vendor upon a public records request if the University determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature. Vendors are also advised that responses marked confidential in their entirety may be deemed non-responsive. **Inclusion of a “confidentiality header/footer” on entire pages of submissions (or all pages) is NOT considered an acceptable way to flag confidential information (flags must be very specific and a specific justification explaining how the information meets the APRA exception must be provided with it) and will not be recognized by URI.**

8. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum as necessary.
9. By submission of proposals in response to this solicitation vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the State of Rhode Island exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this solicitation, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

Vendors and subcontractors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an “Affirmative Action Policy Statement.”

Vendors with 50 or more employees and \$50,000 or more in government contracts must prepare a written “Affirmative Action Plan” prior to issuance of a purchase order.

- a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.
- b. Vendors further agree, where applicable, to complete the “Contract Compliance Report” (as well as the “Certificate of Compliance”) <https://dedi.ri.gov/divisions-units/equal-opportunity-office/contract-compliance-related-forms> and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For public works projects

vendors and all subcontractors must submit a “Monthly Utilization Report” to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.

For further information, contact the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via e-mail at <https://dedi.ri.gov/divisions-units/equal-opportunity-office> .

10. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).
11. In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) and to support the fullest possible participation of small disadvantaged businesses owned and controlled by persons with disabilities (Disability Business Enterprises a/k/a “DisBE”)(collectively, MBEs, WBEs, and DisBEs are referred to herein as ISBEs) in the performance of State procurements and projects. As a condition of contract award vendors shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Vendors shall submit their ISBE participation rate on the enclosed form entitled “MBE, WBE and/or DisBE Plan Form”, which shall be submitted in a separate, sealed envelope as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor’s Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <https://dedi.ri.gov/divisions-units/minority-business-enterprise-compliance-office> . Information regarding DisBEs may be accessed at [www.gcd.ri.gov](http://www.gcd.ri.gov).

For further information, visit the Office of Equity, Diversity and Inclusion’s website, at <https://dedi.ri.gov/> and *see* R.I. Gen. Laws Ch. 37-14.1, R.I. Gen. Laws Ch. 37-2.2, and 150-RICR-90-10-1.

## 12. Engineering Services:

- a. Persons or firms practicing Engineering Services in the State of Rhode Island must possess a proper registration and Certificate of Authorization in accordance with Rhode Island General Laws.
- b. A copy of the current RI Certificate of Authorization for the firm and current Rhode Island registrations(s) for the individual(s) who would perform the work must be included behind the front page of each copy of the proposal.
- c. The Board of Design Professionals can be contacted as follows:  
Division of Design Professionals  
1511 Pontiac Avenue  
Cranston RI 02857  
Phone: (401) 462-9530

Fax: (401) 462-9532  
<http://www.bdp.state.ri.us/>

- d. The respondent's Proposal may be disqualified and removed from consideration if the proposal fails to include the required current Rhode Island Certificate of Authorization for the firm and current Rhode Island registration(s).

Restrictions on Communications – No Bidder-initiated contact, other than normal business activities not associated with this procurement, will be allowed after the issuance of this solicitation between Bidders and University employees or their agents regarding this solicitation, except with express permission of the University Purchasing Department. Any such other contact may be considered improper and may disqualify a Bidder from further consideration. The appropriate channel to direct any communications, concerns or questions regarding the solicitation is through the email address provided herein.

If a Bidder fails to notify the University of Rhode Island Purchasing Department contact person of an error in this solicitation which was known or reasonably should have been known to the Bidder, the Bidder shall submit a response at the Bidder's own risk. If awarded the contract, the Bidder shall not be entitled to additional compensation or performance time by reason of the error or its later correction.

## **SECTION 2: BACKGROUND**

In response to changes being made by the Town of South Kingstown, URI has determined that the Fire Alarm reporting system at the Kingston Campus needs to be upgraded to a wireless system that will report directly to the South Kingstown Fire Department. This is the Second Phase of the conversion. Phase 1 for the conversion is in the final stages of completion. Note that the Phase 2 Wireless Fire Alarm Reporting Project is an extension of the initial phase 1 project, where the specifications and standards established in phase 1 will be adopted for phase 2. Phase 1 consisted of 26 building conversions as well as head end installations. This QBS is to address conversion of the remaining URI buildings as outlined on Exhibit "C", Project Matrix.

## **SECTION 3: SCOPE OF WORK AND REQUIREMENTS**

### **General Scope of Work - Intent**

The primary objectives of this project are to:

1. Convert existing Fire Alarm to report wirelessly similar to the Phase 1 Wireless FA upgrades. See EXHIBIT "D" for additional information.
2. Design for phasing of the work to ensure that existing Fire Alarm Notification coverage is uninterrupted.
3. Prepare and issue multiple Bid sets of documents. It is URI's intent to phase the project over 3 years. The phasing of the work will be in accordance with Exhibit "C", Project Matrix.
4. The new wireless radio box system will report to the Town of South Kingstown Police Department; the supplemental "muxpad" system will report to URI Public Safety. Design in accordance with all governing codes.
5. Design is to be in accordance with the specifications established in Phase 1. The

construction drawings and specifications and drawings for the initial FA conversions are being provided as Exhibit “D”. The awarded respondent will be responsible for design in accordance with the initial (and any amendments to the) FA conversion Specifications.

The desired outcome of this project will be a construction ready design, whose bidding and construction will be staged to ensure that Fire Alarm monitoring is not interrupted. The outcome will include all necessary equipment specification, quantities, locations and project diagrams needed to solicit proposals from qualified contractors for the removal and installation of the new systems from beginning through completion and satisfactory operation. The design shall meet all the requirements for solicitation through the State of Rhode Island Division of Purchasing. Additionally, the design entity will be responsible for Construction Administration as it relates to design.

## DESIGN REQUIREMENTS

To meet the project objectives of providing complete and comprehensive set of bid documents for the work associated with this RFP. This Project is anticipated to be phased over 3 years and will require 3 individual Bid sets. The project requirements shall include, but are not limited to, the following:

- A. The selected Designer will attend a kick-off meeting to review the project scope and coordinate on-site surveys.
- B. **Existing conditions Investigations:** Selected Designer will conduct on-site surveys of all buildings listed on Exhibit “C” to review existing conditions of the existing building fire alarm systems. Investigations are to be prioritized based on project sequencing.

As part of these on-site surveys, the following information will be documented:

1. Location of Fire Alarm Control Unit (FACU) and existing Gamewell Masterbox;
2. Fire Alarm Control Unit Manufacturer and Model;
3. Photograph of the FACU and surrounding space;
4. Smoke detector installed in this location;
5. Location for connection to URI network within each building;
6. Location for dedicated AC power source within each building;
7. Existing configuration of conduit/wiring (exposed or concealed);
8. Wall types for remove of existing equipment and installation of new equipment;
9. Confirmation of an existing generator. It is the intent that all fire alarm panels be powered by the building’s generator if one is available;
10. Elevation drawings showing new and old panel and device locations; and
11. Preparation of a building matrix that identifies critical project information.

This is to include but not limited to the following:

- Building name and address;
- Existing Fire Alarm Identification #;
- Existing FA panel type; and
- New equipment to be added and any supporting work to be done.

- C. **Construction Documents:** Selected Designer will prepare design drawings and technical specifications for the installation of new fire alarm reporting system equipment. Design drawings and specifications will be submitted to the University of Rhode Island in accordance with Exhibit “A” for review and comment. Documents will then be reissued as 100% documents that will incorporate URI’s review comments. Drawing development is to be prioritized based on project sequencing identified in Exhibit “C”.

The Document Submittals will generally include the following:

1. Specifications for the radio and IP transmitting equipment;
2. Design drawing are to identify a generator connection (if applicable) for the purposes of monitoring whether the building is on normal grid power, backup generator power, or no power (i.e., the fire alarm is running solely on batteries);
3. Panel reporting transitions are to account for AC power loss by building;
4. Specifications for signal strength testing to be performed by the Contractor concurrently with the system installation;
5. Design drawings indicating existing control equipment type and location, new transmitting equipment, 120VAC power locations, network rack locations, antenna locations, installation of relays or other equipment necessary for interfacing control equipment to the new transmitting equipment and general head-end equipment locations (Note that head end equipment was previously installed in Phase I and is active). These details contain information all types of fire alarm control equipment on campus;
6. Clearly identify buildings where work is to be performed and all associated work withing said buildings. This is to include but not be limited to:
  - Key plans,
  - Floor plans
  - Building specific details
  - Antenna locations
  - Conduit locations
  - Building specific electrical power plans
  - Building specific data routing plans
  - Fire alarm equipment plans
  - Equipment schedules.
  - Scope Matrix by building
  - AE to identify all cutting and patching required to perform the installations
7. Manufacturer specific details for the interface of each make/model fire alarm control unit to the new transmitting equipment;
8. Zoning information for the new transmitting and receiving equipment by building based on the capabilities of the reporting system and individual control unit;
9. Details illustrating the means and methods for receiving fire alarm signals at both receiving locations (Town of South Kingstown and URI Public Safety);
10. Project narrative report that will outline the scope of the project, work sequence, impairment procedures, etc.;
11. Project Manual as required for Plan Review Submission;

12. Incorporate bid alternates into the design documents as directed.

The Final Construction Documents will include the final construction drawings and specifications including the information above addressing any comments provided by URI. The Final Construction Documents will be signed and sealed by a registered professional fire protection engineer licensed in the State of Rhode Island.

D. **General:** The Selected Designer shall:

1. Participate as needed in a conference calls / meetings with URI to review the Design Documents interim and Final submittals;
2. Provide an estimate of probable construction costs as noted in Exhibit "A";
3. Examine the existing conditions in person, records, drawings and other written documents. This will also require interviews with building occupants and maintenance personnel as needed to support the design process. It is an explicit requirement of this RFP that the consultants staff perform these "document examinations" and "personnel interviews" in order to provide a complete and comprehensive set of Bid Documents; and
4. Design to all current applicable codes and standards that include but are not limited to the following:
  - The applicable sections of the Rhode Island Uniform Fire Code (NFPA 1 – 2018) as referenced by the Rhode Island State Fire Safety Code;
  - +The applicable sections of the Rhode Island Life Safety Code (NFPA 101 – 2018) as referenced by the Rhode Island State Fire Safety Code; and
  - +The applicable sections of the National Fire Alarm and Signaling Code (NFPA 72 – 2019).

E. **Bidding Phase:** The Selected Designer is to support the Bid Phase of the project. The general scope of work is to generally include but not be limited to the following:

1. Bidding is anticipated to be in 3 distinct phases;
2. Attend Pre-Bid meeting(s);
3. Respond/ answer RFI's during the bidding process;
4. Issue bid addenda needed; and
5. Review and evaluate bids received and make recommendations to owner.

F. **Construction Administration Phase: The Selected Designer is to:**

1. Attend a pre-construction meeting with the Contractor and URI;
2. Attend on-site construction meetings and teleconference meetings during periods of active construction;
3. Review Contractor submittals and shop drawings and provide a back check of any revised submittals;
4. As part of the submittal and shop drawing process, designer will review the results of the signal strength testing to ensure that the design and installation meets the project performance goals;
5. Will review and approve of Contractor applications for payment;
6. Review and provide input on any project change orders;
7. Provide a written punch list upon project completion; and
8. Provide record drawings based on redline drawings submitted by the Contractor.

G. **Commissioning:** The Selected designer will support the commissioning process.



The general scope will include but not be limited to the following:

1. Coordinate with URI Public Safety, Town of South Kingstown Police Department, and the State Fire Marshal to review expectations and procedures for commissioning the new fire alarm reporting system;
2. Confirm successful transmission of alarm signals at each integrated fire alarm system;
3. Witness functional testing of the fire alarm reporting system. The Designer should anticipate the following testing procedure:
  - Upon installation of the new transmitters in each building, Selected Designer would witness functional testing to ensure general programming and performance criteria of the project have been achieved, and formal reacceptance testing of the existing fire alarm system in accordance with NFPA 72 (two weeks of testing is anticipated)
  - Not all fire alarm system points within a building will be tested as part of the commissioning of the new reporting system.
  - As part of the functional testing, point address descriptions will be reviewed for valid transmission. If point address descriptions are substandard or lacking quality detail, Selected Designer is to take note in the test report letter. This project scope does not anticipate validating or reprogramming point descriptions for each fire alarm control unit.
4. Selected Designer will provide a written summary of the results of each test;
5. Upon project completion, Selected Designer will issue a written letter certifying the work as the Engineer of Record;
6. Once all the buildings on the existing Gamewell Masterbox loop are functional and commissioned, a plan of action can be reviewed with URI Public Safety, Town of South Kingstown Police Department, and the State Fire Marshal to discuss the decommissioning and potential demolition of the Masterbox loop; and
7. Selected Designer will prepare, inspect and sign off on a commissioning deficiency list.

#### **SECTION 4: PROPOSAL**

##### **A. Technical Proposal**

Narrative and format: The technical proposal should address specifically each of the following elements:

1. **Staff Qualifications** as they relate to wireless fire alarm design - Provide staff resumes/CV and describe qualifications and experience of key staff who will be involved in this project.
2. **Capability, Capacity, and Qualifications of the Offeror** - Please provide a detailed description of the Vendor's experience. A list of relevant client references must be provided, to include client names, addresses, phone numbers, dates of service and type(s) of service(s) provided.

3. **Work Plan** - The work plan description shall include a detailed proposed project schedule (by task and subtask), a list of tasks, activities, and/or milestones that will be employed to administer the project, the assignment of staff members and concentration of effort for each, and the attributable deliverables for each and will identify and describe what type of tutor training methodology will be utilized in the program.
4. **Approach/Methodology** - This section shall describe the offeror's understanding of the University's requirements, including the result(s) intended and desired, the approach and/or methodology to be employed and a work plan for accomplishing the results proposed. The description of the approach shall discuss and justify the approach proposed to be taken for each task, and the technical issues that will or maybe confronted at each stage on the project.

## **B. ISBE Proposal**

See MODIFIED Appendix A for information and the MBE, WBE, and/or Disability Business Enterprise Participation Plan form(s). Bidders are required to complete, sign and submit these forms with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.

## **SECTION 5: EVALUATION AND SELECTION**

This is a qualification-based selection (QBS) solicitation. In response to this solicitation, offerors will submit proposals for technical review. Offerors will then be technically evaluated based upon their proposal. Cost is negotiated with the most technically qualified firm at the end of the technical evaluation process. If unable to agree with costs and terms, the University may negotiate with the next highest scored firm and so on.

There will be no public opening and reading of responses received by the University pursuant to this solicitation, other than to name those offerors who have submitted proposals.

Technical proposals will be reviewed by a Technical Review Committee ("TRC") comprised of staff from URI/State Agencies. The TRC first shall consider technical proposals.

Technical proposals must receive a minimum of 80 (80%) out of a maximum of 100 points to advance to the qualified vendor list. Any technical proposals scoring less than 80 points shall not receive further consideration.

The University of Rhode Island reserves the right to select the vendor(s) or firm(s) ("vendor") that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

Proposals shall be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Staff Qualifications	30 Points
Capability, Capacity, and Qualifications of the Offeror	20 Points
Work Plan	30 Points
Approach/Methodology	20 Points
<b>Total Possible Technical Points</b>	<b>100 Points</b>

### **General Evaluation:**

Points shall be assigned based on the vendor's clear demonstration of the ability to provide the requested goods and/or services. Vendors may be required to submit additional written information or be asked to make an oral presentation before the Technical Review Committee to clarify statements made in the proposal.

## **SECTION 6: QUESTIONS**

Questions concerning this solicitation may be e-mailed to the University of Rhode Island Purchasing Department at [URIPurchasing@uri.edu](mailto:URIPurchasing@uri.edu) no later than the time and date indicated on page 1 of this solicitation. Please reference the reference RFP Number # **indicated on the cover sheet** on all correspondence. Questions should be submitted in a Microsoft Word attachment in a narrative format with no tables. Answers to questions received, if any, shall be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to monitor the Division of Purchases website for any procurement related postings such as addenda. If technical assistance is required, call the Help Desk at (401) 574-8100.

## **SECTION 7: PROPOSAL CONTENTS**

A. Proposals shall include the following:

1. One completed and signed **URI Bidder Certification Cover Form** (include in the Technical Proposal Original copy only). *Do not include in the Technical Proposal copies.*
2. **Technical Proposal** - describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation. The technical proposal should be limited to six (6) pages (this excludes any appendices and as appropriate, resumes of key staff that will provide services covered by this request).
  - a. One (1) Electronic copy on a CD-R or USB, marked "Technical Proposal - Original".

- b. One (1) printed paper copy, marked “Technical Proposal -Original” and signed.

3. **ISBE Proposal** – A MODIFIED Appendix A MBE, WBE, and/or Disability Business Enterprise Participation Plan. Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation. **Do not include any copies in the technical proposals.**

B. Formatting of proposal response contents should consist of the following:

1. Formatting of CD-Rs or USB – Separate CD-Rs or USBs are required for the technical proposal and cost proposal. All CD-Rs and USBs submitted must be labeled with:
  - a. Vendor’s name
  - b. QBS #
  - c. QBS Title
  - d. Proposal type (e.g., technical proposal or ISBE proposal)
  - e. If file sizes require more than one CD-R or USB, multiple CD-Rs or USBs are acceptable. Each CD-R or USB must include the above labeling and additional labeling of how many CD-Rs or USBs should be accounted for (e.g., 3 CD-Rs are submitted for a technical proposal and each CD-R should have additional label of ‘1 of 3’ on first CD-R, ‘2 of 3’ on second CD-R, ‘3 of 3’ etc.).

Vendors are responsible for testing their CD-Rs or USB before submission as the URI Purchasing Department’s inability to open or read a CD-R or USB may be grounds for rejection of a Vendor’s proposal. All files should be readable and readily accessible on the CD-Rs or USBs submitted with no instructions to download files from any external resource(s). If a file is partial, corrupt or unreadable, the URI Purchasing Department may consider it “non-responsive”. Please note that CD-Rs and USBs submitted, shall not be returned.

2. Formatting of written documents and printed copies:

- a. For clarity, the technical proposal shall be typed. These documents shall be single-spaced with 1” margins on white 8.5”x 11” paper using a 12 point font.
- b. All pages on the technical proposal are to be sequentially numbered in the footer, starting with number 1 on the first page of the narrative (this does not include the cover page or table of contents) through to the end, including all forms and attachments. The Vendor’s name should appear on every page, including attachments. Each attachment should be referenced appropriately within the proposal section and the attachment title should reference the proposal section it is applicable to.
- c. Printed copies are to be only bound with removable binder clips.

## **SECTION 8: PROPOSAL SUBMISSION**

Interested vendors must submit proposals to provide the goods and/or services covered by this QBS on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the University of Rhode Island Purchasing Department, shall not be accepted.

Responses should be mailed or hand-delivered in a sealed envelope marked "QBS # (number as indicated on the cover sheet)  
to

MAIL TO:

UNIVERSITY OF RHODE ISLAND  
PO BOX 1773  
PURCHASING DEPARTMENT  
KINGSTON, RI 02881

COURIER:

UNIVERSITY OF RHODE ISLAND  
PURCHASING DEPARTMENT  
10 TOOTELL RD.  
KINGSTON, RI 02881-2010

**NOTE:** Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other University locations or which are otherwise not presented in the URI Purchasing Department by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or emailed, to the URI Purchasing Department will not be considered. The "official" time clock is located in the reception area of the URI Purchasing Department. **(Please be advised that FedEx/UPS do not always arrive by 10:30 am, you would be smart to send your submission to arrive at least one day early)**

## **SECTION 9: CONCLUDING STATEMENTS**

Notwithstanding the above, the University of Rhode Island reserves the right to award on the basis of cost alone, to accept or reject any or all proposals, and to award it in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The University may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

If a Vendor is selected for an award, no work is to commence until a purchase order is issued by the University of Rhode Island Purchasing Department.

**List of Exhibits:**

Exhibit “A”: AIA B104-2017

Exhibit “B”: AIA A201-2007

Exhibit "C": Project Matrix

Exhibit “D”: Phase 1 Drawings/ Specifications for Reference



**STATE OF RHODE ISLAND  
DEPARTMENT OF ADMINISTRATION  
ONE CAPITOL HILL  
PROVIDENCE, RHODE ISLAND 02908**

<b>MBE, WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN</b>	
Bidder's Name:	
Bidder's Address:	
Point of Contact:	
Telephone:	
Email:	
Solicitation No.:	
Project Name:	
<p>This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE and/or Disability Business Enterprise subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity MBE Compliance Office and all Disability Business Enterprises must be certified by the Governor's Commission on Disabilities at time of bid, and that MBE/WBE and Disability Business Enterprise subcontractors must self-perform 100% of the work or subcontract to another RI certified MBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE certified as a manufacturer. This form must be completed in its entirety and submitted at time of bid. <b>Please complete <u>separate forms</u> for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.</b></p>	
Name of Subcontractor/Supplier:	
Type of RI Certification:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Disability Business Enterprise
Address:	
Point of Contact:	
Telephone:	
Email:	
Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier:	
ISBE Participation Rate % Commitment for this Subcontractor	
Anticipated Date of Performance:	
I certify under penalty of perjury that the forgoing statements are true and correct.	
<b>Prime Contractor/Vendor Signature</b>	<b>Title</b>
	<b>Date</b>
<b>Subcontractor/Supplier Signature</b>	<b>Title</b>
	<b>Date</b>

Modified M/W/Disability Business Enterprise Utilization Plan - RFPs - Rev. 11/8/2021

# DRAFT AIA® Document B101™ – 2017

## Standard Form of Agreement Between Owner and Design Agent

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

BETWEEN the Design Agent's client identified as the Owner:  
(Name, legal status, address and other information)

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

acting by and through,

The University of Rhode Island Purchasing Department  
10 Tootell Road  
Kingston, Rhode Island 02881  
401.874.2171 (telephone); 401.874.2306 (facsimile)  
<http://web.uri.edu/purchasing/>  
and  
The University of Rhode Island Board of Trustees  
35 Campus Ave, Green Hall  
Kingston, Rhode Island 02881

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

«The University of Rhode Island»  
«45 Upper College Road»  
«Kingston, Rhode Island 02881»  
«401.874.1000 (telephone)»  
«  »

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

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

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### 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.

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

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The Owner and Design Agent agree as follows.



## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 DESIGN AGENT'S RESPONSIBILITIES
- 3 SCOPE OF DESIGN AGENT'S BASIC SERVICES
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- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
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- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

**§ 1.1** This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

**§ 1.1.1** The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

<< >>

**§ 1.1.2** The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

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**§ 1.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

<< >>

**§ 1.1.4** The Owner's anticipated design and construction milestone dates:

**.1** Design phase milestone dates, if any:

« »

**.2** Construction commencement date:

« »

**.3** Substantial Completion date or dates:

« »

**.4** Other milestone dates:

« »

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:  
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

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**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« »

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Design Agent shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Design Agent shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:  
(List name, title address, and other contact information for the preferred methods of contact.)

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**§ 1.1.7.1** The User Agency identifies the following representative in accordance with Section 5.3  
(List name, title address, and other contact information for the preferred methods of contact.)

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**§ 1.1.8** The persons or entities, in addition to the Owner's representative, who are required to review the Design

Agent's submittals to the Owner are as follows:  
(List name, address, and other contact information.)

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**§ 1.1.9** The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, telephone and facsimile numbers, and website.)

**.1 Geotechnical Engineer:**

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**.2 Civil Engineer:**

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**.3 Other, if any:**

(List any other consultants and contractors retained by the Owner.)

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**§ 1.1.10** The Design Agent identifies the following representative in accordance with Section 2.3:  
(List name, title, address, and other contact information for the preferred methods of contact.)

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**§ 1.1.11** The Design Agent shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, telephone and facsimile numbers, and website.)

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1 Structural Engineer:**

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**.2 Mechanical Engineer:**

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### .3 Electrical Engineer:

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#### § 1.1.11.2 Consultants retained under Supplemental Services:

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#### § 1.1.12 Other Initial Information on which the Agreement is based:

« »

§ 1.2 The Owner and Design Agent may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Design Agent shall appropriately adjust the Design Agent's services, schedule for the Design Agent's services, and the Design Agent's compensation.

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

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 DESIGN AGENT'S RESPONSIBILITIES

§ 2.1 The Design Agent shall provide professional services as set forth in: (i) the Solicitation issued by the Owner; and (ii) this Agreement. The Design Agent represents that it is properly licensed in the state of Rhode Island to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. No part of the professional services shall be performed by Subconsultants or Subcontractors without the Owner's prior written consent.

§ 2.2 The Design Agent shall perform its services consistent with the professional skill, and care ordinarily provided by Design Agents practicing in the same or similar locality under the same or similar circumstances. The Design Agent shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Design Agent shall identify a representative authorized to act on behalf of the Design Agent with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Design Agent shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Design Agent's professional judgment with respect to this Project.

§ 2.5 The Design Agent shall maintain the following types and limits of insurance until termination of this Agreement, unless different amounts have been specified in the Solicitation:

§ 2.5.1 Commercial General Liability (including broad-form contractual liability and completed operations) with policy limits of not less than \$1,000,000 for each occurrence and aggregate for bodily injury and property damage.

**§ 2.5.2** Commercial Automobile Liability covering vehicles owned, hired, and nonowned vehicles used, by the Design Agent with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 2.5.3** The Design Agent may achieve the required limits and coverage for Commercial General Liability and Commercial Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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

**§ 2.5.5 Deleted.**

**§ 2.5.6** Professional Liability covering bodily injury and property damage due to the Design Agent's negligent acts, errors, and omissions in the performance of professional services with policy limits of not less than \$2,000,000 per claim and in the aggregate, maintained during the term of this Agreement and for a period of 5 years after the Final Completion of any and all of the Design Agent's Basic and Additional Services under this Agreement. Any retroactive date or prior acts exclusions to which such coverage is subject shall predate the date on which services hereunder are commenced and the date of this Agreement.

**§ 2.5.7 Additional Insured Obligations.** The Design Agent shall cause the primary and excess or umbrella policies for Commercial General Liability and Commercial Automobile Liability to include the Owner and the User Agency as additional insureds for claims caused in whole or in part by the Design Agent's negligent acts or omissions. The additional insured coverage shall be primary and noncontributory to any of the Owner's and the User Agency's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.5.8** The Design Agent shall provide the Owner and the User Agency, on an annual basis for the duration of this Agreement and from time to time upon request, with a copy of a policy endorsement and certificates of insurance that name the State of Rhode Island and the User Agency as "certificate holders" and as "additional insureds" and that otherwise evidences compliance with the requirements of this Section 2.5. The certificate of insurance must state that 30 calendar days' advance notice of cancellation, nonrenewal, or material change (together with a copy of the materially changed policy or endorsement) in coverage will be sent to: The University of Rhode Island Purchasing Department, 10 Tootell Road, Kingston, Rhode Island 02881, fax # (401) 874-2306, and must reference the Project and this Agreement. Material changes that are not acceptable to the Owner may result in termination by the Owner pursuant to Section 9.4. All policies, endorsements, and certificates of insurance must include the following language: Coverage is primary and noncontributory. Subrogation is waived for the additional insured

### **ARTICLE 3 SCOPE OF DESIGN AGENT'S BASIC SERVICES**

**§ 3.1** The Design Agent's Basic Services consist of those described in the Solicitation and in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 or in the Solicitation are Supplemental or Additional Services.

**§ 3.1.1** The Design Agent shall manage the Design Agent's services, consult with the Owner and the User Agency, research applicable design criteria, facilitate and attend Project meetings, communicate with members of the Project team, and report progress to the Owner and the User Agency on a regular basis and as requested from time to time by the Owner and the User Agency.

**§ 3.1.2** The Design Agent shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Design Agent shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants. The Design Agent shall provide prompt written notice to the Owner if the Design Agent becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** The Owner and the User Agency have provided the Project Schedule to the Design Agent. As soon as practicable after the date of this Agreement, the Design Agent shall submit for the written approval of the Owner and the User Agency a schedule for the performance of the Design Agent's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for review by the Owner and the User Agency, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner and the User Agency, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Design Agent or Owner. With the prior written approval of the Owner and the User Agency, the Design Agent shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Design Agent shall not be responsible for an Owner's directive or substitution made or given without the Design Agent's written approval.

**§ 3.1.5** The Design Agent shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Design Agent shall properly and timely respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.6** The Design Agent shall assist the Owner and the User Agency in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

## **§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Design Agent shall review the program and other information furnished by the Owner, and shall review and be familiar with laws, codes, and regulations applicable to the Design Agent's services.

**§ 3.2.2** The Design Agent shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Design Agent shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Design Agent shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Design Agent shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Design Agent shall prepare and present, for the Owner's written approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Design Agent shall prepare Schematic Design Documents for the Owner's written approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Design Agent shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule, and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Design Agent shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Design Agent shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. As necessary or appropriate, the Design Agent and its consultants shall participate in value engineering review meetings with the Owner.

**§ 3.2.7** The Design Agent shall submit the Schematic Design Documents to the Owner, and request the Owner's written approval.

### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's written authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Design Agent shall prepare Design Development Documents for the Owner's written approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. The Design Development Drawings shall also include manufacturer's cut sheets for all architectural finish materials, both interior and exterior, samples for significant interior and exterior materials, and manufacturer's cut sheets for all lighting and plumbing fixtures and trim. The Design Development Documents shall include equipment schedules with sizing information, one-line diagrams, trunk utility sizes for all mechanical, electrical, and fire protection systems, and preliminary sizing for all typical structural components.

**§ 3.3.2** The Design Agent shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Design Agent shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's written approval. As necessary or appropriate, the Design Agent and its consultants shall participate in value engineering review meetings with the Owner.

### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's written approval of the Design Development Documents, and on the Owner's written authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Design Agent shall prepare Construction Documents for the Owner's written approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Design Agent acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Design Agent shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Design Agent shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** The Design Agent shall review the procurement laws and procedures of the Owner and the User Agency. During the development of the Construction Documents, the Design Agent shall assist the Owner, if and to the extent requested by the Owner, in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General Conditions, Supplementary Conditions, and other Conditions). The Design Agent shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms supplied by the Owner.

**§ 3.4.4** The Design Agent shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Design Agent shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's written approval.



## **§ 3.5 Procurement Phase Services**

### **§ 3.5.1 General**

The Design Agent shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Design Agent shall assist the Owner, if and to the extent requested by the Owner, in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Design Agent shall assist the Owner in bidding the Project by:

- .1 attending and participating in a pre-bid conference for prospective bidders; and
- .2 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents, with the written approval of the Owner, for distribution to all prospective bidders in the form of addenda through the Owner's website.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Design Agent shall consider requests for substitutions and prepare addenda identifying approved substitutions for distribution to all prospective bidders through the Owner's website.

### **§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Design Agent shall assist the Owner in obtaining proposals by:

- .1 participating in selection interviews with prospective bidders;
- .2 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Proposal Documents, with the written approval of the Owner, for distribution to all prospective bidders in the form of addenda through the Owner's website; and,
- .3 participating in negotiations with prospective bidders, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Design Agent shall consider requests for substitutions and prepare addenda identifying approved substitutions for distribution to all prospective bidders through the Owner's website.

## **§ 3.6 Construction Phase Services**

### **§ 3.6.1 General**

**§ 3.6.1.1** The Design Agent shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction, as modified by the Owner.

**§ 3.6.1.2** The Design Agent shall advise and consult with the Owner during the Construction Phase Services. The Design Agent shall supervise all Project meetings and record and distribute all meeting minutes. The Design Agent shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Design Agent shall review the schedule of values submitted by the Contractor to assure that the Contract Sum is allocated properly to the various portions of the Work. The schedule of values shall be 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. The Design Agent shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the Design Agent be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Design Agent shall be responsible for the Design Agent's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Design Agent's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Design Agent issues, with the written approval of the Owner, the final Certificate for Payment.

**§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Design Agent and its Subconsultants and Subcontractors shall each visit the site as required in Section 4.2.3 and otherwise at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in accordance with the Contract Documents and in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Design Agent shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Design Agent shall keep the Owner and the User Agency informed about the progress and quality of the portion of the Work completed, and promptly report in writing to the Owner and the User Agency (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Design Agent has the authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Design Agent considers it necessary or advisable, the Design Agent shall have the authority and responsibility to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the 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, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

**§ 3.6.2.5 Deleted.**

**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Design Agent shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Design Agent's certification for payment shall constitute a representation to the Owner, based on the Design Agent's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Design Agent's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed in writing to the Owner by the Design Agent.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall 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 suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Design Agent shall maintain a record of the Applications and Certificates for Payment.

#### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Design Agent shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Design Agent's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Design Agent's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Design Agent shall 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. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Design Agent shall provide prompt written notice to the Owner and the User Agency, however, if the Design Agent becomes aware of any error, omission, or inconsistency in such submittals or information. The Design Agent's review shall not constitute approval of safety precautions or 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.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Design Agent shall specify the appropriate performance and design criteria that such services must satisfy. The Design Agent shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Design Agent. The Design Agent's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Design Agent shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Design Agent shall review and respond to requests for information about the Contract Documents. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Design Agent's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, and with the Owner's prior written approval, the Design Agent shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Design Agent shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Design Agent may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Design Agent shall: (i) review with the Owner and the User Agency all other changes in the Work proposed by the Contractor; and (ii) advise the Owner and the User Agency regarding their scope, cost, and any adjustment in time. Subject to Section 4.2, the Design Agent shall prepare Change Orders and Construction Change Directives for the Owner's written approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Design Agent shall maintain records relative to changes in the Work.

#### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Design Agent shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 with the Owner's prior written approval, issue a final Certificate for Payment based upon a final inspection indicating that the Work complies with the requirements of the Contract Documents.




## § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Design Agent's responsibility is provided below.

*(Describe in detail the Design Agent's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Design Agent's Services documents that can be included as an exhibit to describe the Design Agent's Supplemental Services.)*

« »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

« »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Design Agent shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Design Agent as provided in Section 11.2.

## § 4.2 Design Agent's Additional Services

The Design Agent may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Design Agent, any Additional Services provided in accordance with this Section 4.2 shall entitle the Design Agent to compensation pursuant to Section 11.3 and an appropriate adjustment in the Design Agent's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Design Agent shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Design Agent shall not proceed to provide the following Additional Services until the Design Agent receives the Owner's written authorization:

- .1 services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 preparation for, and attendance at, a public presentation, meeting (except a prebid meeting or bid opening) or hearing;



- .8 preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Design Agent is party thereto;
- .9 evaluation of the qualifications of entities providing bids or proposals;
- .10 consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 assistance to the Initial Decision Maker.

**§ 4.2.2** To avoid delay in the Construction Phase, the Design Agent shall promptly notify the Owner of the need for the following Additional Services, and explain the facts and circumstances giving rise to the need, and shall proceed with the Additional Services upon the written approval from the Owner. If, upon receipt of the Design Agent's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Design Agent of the Owner's determination, and the Owner shall have no further obligation to compensate the Design Agent for those services. The Owner shall compensate the Design Agent for the services authorized in writing by the Owner and provided by the Design Agent:

- .1 reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Design Agent;
- .2 responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such 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 preparing Change Orders and Construction Change Directives that require evaluation of the Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service, unless such changes are the result of errors, omissions, or discrepancies in the Instruments of Service;
- .4 evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 evaluating substitutions proposed by the Owner or the Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Design Agent shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Design Agent shall notify the Owner:

- .1 2 reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor;
- .2 weekly visits to the site by the Design Agent during construction, and as necessary to resolve construction exigencies, and biweekly visits to the site by the Project engineers during any installation of their portion of the Work;
- .3 2 inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents;
- .4 2 inspections for any portion of the Work to determine Final Completion; and
- .5 2 inspections within 12 months, as directed by the Owner or the User Agency following Final Completion to determine punch list and warranty compliance.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 working days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and the Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Design Agent incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within « » ( « » ) months of the date of this Agreement, through no fault of the Design Agent, extension of the Design Agent's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project.

**§ 5.2** If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Design Agent. The Owner and the Design Agent shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Design Agent's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Design Agent's services.

**§ 5.3.1** The User Agency shall identify a representative authorized to act on the User Agency's behalf with respect to the Project. The User Agency shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Design Agent's services.

**§ 5.4** If necessary for the Design Agent to perform its services under this Agreement, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.5** If necessary for the Design Agent to perform its services under this Agreement, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.6** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.7 Deleted.**

**§ 5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Design Agent. Upon the Design Agent's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Design Agent in this Agreement, or authorize the Design Agent to furnish them as an Additional Service, when the Design Agent requests such services and demonstrates that they are reasonably required by the scope of the Project.

**§ 5.9** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 5.10 Deleted.**

**§ 5.11** The Owner shall provide prompt written notice to the Design Agent if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Design Agent's Instruments of Service.

**§ 5.12** Except as otherwise provided in this Agreement, the Owner shall include the Design Agent in all communications with the Contractor that affect the Design Agent's services or professional responsibilities. The Owner shall promptly notify the Design Agent of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Design Agent's consultants shall be through the Design Agent.

**§ 5.13** Before executing the Contract for Construction, the Owner shall coordinate the Design Agent's duties and responsibilities set forth in the Contract for Construction with the Design Agent's services set forth in this Agreement. The Owner shall provide the Design Agent a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction, as modified by the Owner.

**§ 5.14** The Owner shall provide the Design Agent access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Design Agent access to the Work wherever it is in preparation or progress.

**§ 5.15** Within 15 working days after receipt of a written request from the Design Agent, the Owner shall furnish the requested information as necessary and relevant for the Design Agent to evaluate, give notice of, or enforce lien rights.

## **ARTICLE 6 COST OF THE WORK**

**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Design Agent and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Design Agent; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Design Agent, represent the Design Agent's judgment as a design professional. It is recognized, however, that neither the Design Agent nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Design Agent cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared, or agreed to by the Design Agent.

**§ 6.3** The Design Agent, if an architect, shall provide detailed cost estimates of the Cost of the Work at the intervals specified in the Project Schedule. In preparing estimates of the Cost of Work, the Design Agent shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Design Agent's estimate of the Cost of the Work shall be based on current area, volume, or similar conceptual estimating techniques. The Design Agent, if an engineer, shall provide an opinion of probable construction value. An engineer must provide detailed cost estimates if such estimates are identified as a Supplemental Service in Section 4.1.

**§ 6.4** If, through no fault of the Design Agent, the Procurement Phase has not commenced within 90 working days after the Design Agent submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Design Agent's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Design Agent shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Design Agent in making such adjustments.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest responsive bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Design Agent, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Design Agent shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Design Agent to modify the Construction Documents because the lowest responsive bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Design Agent could not reasonably anticipate, the Owner shall compensate the Design Agent for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Design Agent's services for modifying the Construction Documents shall be



without additional compensation. In any event, the Design Agent's modification of the Construction Documents shall be the limit of the Design Agent's responsibility under this Article 6.

**§ 6.8** The Owner may also engage the services of an estimator to assist in the evaluation of the Owner's budget and the Cost of the Work. The Design Agent and the Owner will exchange and reconcile the detailed information of their estimators to refine and confirm the Owner's budget and the Cost of the Work.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Design Agent and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Design Agent and the Design Agent's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Design Agent and the Design Agent's consultants.

**§ 7.3** Upon execution of this Agreement, the Design Agent grants to the Owner a nonexclusive perpetual license to use the Design Agent's Instruments of Service, including electronic or digital documents, solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, and shall have and retain all rights to use and reproduce them for the production and maintenance of the Work described therein, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Design Agent shall obtain similar nonexclusive licenses from the Design Agent's consultants consistent with this Agreement. These Instruments of Service shall be conveyed to the Owner in their original operative, editable, electronic form in order to allow the Owner's integration of the data into the Owner's or User Agency's facilities management database. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, solely and exclusively for use in performing services or construction for the Project. If the Design Agent rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** Upon full payment of all sums due the Design Agent under this Agreement, all of the original Drawings, Specifications, and electronic data prepared by the Design Agent for the Project shall, without further action by the Design Agent, become the property of the Owner. In the event the Owner or others use the Instruments of Service without retaining, directly or indirectly, the authors of the Instruments of Service, the Owner releases the Design Agent and Design Agent's consultant(s) from all claims and causes of action arising from such uses. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Design Agent. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Design Agent and the Design Agent's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Design Agent shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law. The Design Agent waives all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Design Agent waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except

such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction, as modified by the Owner. The Design Agent shall require of its consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Design Agent waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to the termination of this Agreement, except as specifically provided in Section 9.7.

**§ 8.1.4** To the fullest extent permitted by law, the Design Agent 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.

**§ 8.1.4.1** Without limiting the generality of the foregoing, the defense and indemnity set forth in this Section 8.1.4 includes, without limitation, all judgments, 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.

**§ 8.1.4.2** 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.

**§ 8.1.4.3** The Design Agent will include the indemnity set forth in this Section 8.1.4 without modification, in each Subcontract with any Subconsultant or Subcontractor.

**§ 8.1.4.4** 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 this Agreement and shall survive any termination of this Agreement.

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

## **§ 8.2 Initial Decision and Mediation**

**§ 8.2.1** Claims shall be referred to the Initial Decision Maker for initial decision. The URI Purchasing Department as the Purchasing Agent appointed pursuant to the provisions of the “State Purchases Act,” R.I. Gen. Laws § 37-2-1 et seq., will serve as the Initial Decision Maker in accordance with the provisions of the State Purchases Act, State of Rhode Island Procurement Regulations, and this Section 8.2.1. An initial decision shall be required as a condition precedent to binding dispute resolution pursuant to Section 8.3.1 of any Claim arising prior to the date final payment is due.

**§ 8.2.2** For any Claim not resolved by the Initial Decision Maker procedures set forth in Section 8.2.1, and prior to the implementation of the binding dispute resolution procedures set forth in Section 8.3.1, 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 Design Agent, the Owner and the Design Agent shall attempt to select a mediator, and in the event that the Owner and 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.

**§ 8.2.3 Deleted.**

**§ 8.2.4 Deleted.**

## **§ 8.3 Binding Dispute Resolution**

**§ 8.3.1** For any Claim not resolved by the Initial Decision Maker procedures set forth in Section 8.2.1, or mediation at the option of the Design Agent pursuant to Section 8.2.2, the method of binding dispute resolution shall be

determined in accordance with the provisions of the “Public Works Arbitration Act,” R.I. Gen. Laws §§ 37-16-1 et seq.

§ 8.3.1.1 Deleted.

§ 8.3.2 Deleted.

§ 8.3.3 Deleted.

§ 8.3.4 Deleted.

§ 8.3.4.1 Deleted.

§ 8.3.4.2 Deleted.

§ 8.3.4.3 Deleted.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Design Agent in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design Agent’s option, cause for suspension of performance of services under this Agreement. If the Design Agent elects to suspend services, the Design Agent shall give 7 working days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Design Agent shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Design Agent all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design Agent’s services. The Design Agent’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 The Owner may suspend the Project as provided in this Agreement, the State Purchases Act, R.I. Gen. Laws §§ 37-2-1 et seq., the State of Rhode Island Procurement Regulations, or other applicable law. If the Owner suspends the Project, the Design Agent shall be compensated for services performed prior to notice of such suspension. If and when the Project is resumed, the Design Agent’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative working days for reasons other than the fault of the Design Agent, the Design Agent may terminate this Agreement by giving not less than 7 working days’ written notice.

§ 9.4 Either party may terminate this Agreement upon not less than 7 working days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon written notice to the Design Agent for the Owner’s convenience and without cause. The Owner may also terminate this Agreement: (i) in the event of the unavailability of appropriated funds; (ii) in the absence of a determination of continued need; or (iii) as otherwise provided in the State Purchases Act, R.I. Gen. Laws §§ 37-2-1 et seq., the State of Rhode Island Procurement Regulations, or other applicable law.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Design Agent terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Design Agent for services performed prior to termination and Reimbursable Expenses.

§ 9.7 Deleted.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Design Agent's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement is subject to, and governed by, the laws of the State of Rhode Island, including all procurement statutes and regulations (available at [www.ridop.ri.gov](http://www.ridop.ri.gov)), and applicable federal and local law, all of which are incorporated into this Agreement by this reference. In the event of any conflict between this Agreement and any such procurement statutes or regulations or any other provision of Rhode Island law, the procurement statutes, regulations, and Rhode Island law will control. The Design Agent hereby consents to and confers exclusive personal jurisdiction upon the courts of the state of Rhode Island and of the federal government sitting within this state. 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).

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, as modified by the Owner.

§ 10.3 The Owner and Design Agent, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement; provided, however, that the Design Agent may not assign its rights nor delegate its responsibilities under this Agreement without the Owner's prior written consent.

§ 10.4 If the Owner requests the Design Agent to execute certificates, the proposed language of such certificates shall be submitted to the Design Agent for review a reasonable time prior to the requested dates of execution.

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

§ 10.6 Unless otherwise required in this Agreement, the Design Agent shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Design Agent shall have the right to include photographic or artistic representations of the design of the Project among the Design Agent's promotional and professional materials. The Design Agent shall be given reasonable access to the completed Project to make such representations. However, the Design Agent's materials shall not include the Owner's confidential or proprietary information. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Design Agent or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

§ 10.10 The Owner is the State of Rhode Island, acting by and through The University of Rhode Island Purchasing Department, and therefore, pursuant to the provisions of R.I. Gen. Laws § 34-28-31, liens against the Project are not enforceable.

## **ARTICLE 11 COMPENSATION**

§ 11.1 For the Design Agent's Basic Services described under Article 3, the Owner shall compensate the Design Agent as set forth in the Cost Proposal Exhibit.

§ 11.2 For the Design Agent's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Design Agent as set forth in the Cost Proposal Exhibit.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Design Agent at the hourly rates set forth in the Cost Proposal Exhibit.

§ 11.4 Deleted.

§ 11.5 Deleted.

§ 11.6 Deleted.

§ 11.6.1 Deleted.

§ 11.7 The hourly billing rates for services of the Design Agent and the Design Agent's consultants are set forth in the Cost Proposal Exhibit.

## **§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses shall be reasonable and are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Design Agent and the Design Agent's consultants directly related to the Project, as follows:

- .1 transportation and authorized out-of-town travel and subsistence, except for travel to and from the Design Agent's offices or the Consultant's offices, to meet with the Owner, the User Agency, or to visit the Project site; travel reimbursable expenses are subject to the limitations established from time to time for state employees by the Rhode Island Department of Administration Office of Accounts and Control;
- .2 Deleted;
- .3 permitting and other fees required by authorities having jurisdiction over the Project;
- .4 printing, reproductions, plots, and standard form documents provided to the Owner and/or Contractor(s) for review, bidding, and construction administration;
- .5 postage, handling, and delivery;
- .6 expense of overtime work requiring higher than regular rates, if authorized in writing in advance by the Owner;
- .7 renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner in excess of those required by the Solicitation or requested by the Owner in writing for the Project;
- .8 Deleted;
- .9 all taxes levied on professional services and on reimbursable expenses;
- .10 site office expenses;
- .11 registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 other similar Project-related expenditures.



§ 11.8.2 For Reimbursable Expenses the compensation shall be the exact expenses incurred by the Design Agent and the Design Agent's consultants.

**§ 11.9 Deleted.**

**§ 11.10 Payments to the Design Agent**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** No initial payment shall be made upon execution of this Agreement.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Design Agent of «» (\$ «» ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Design Agent's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable not later than the 30<sup>th</sup> working day following written approval by the Owner of the Design Agent's invoice. No interest shall be due or payable on account of any payment due or unpaid except in accordance with the provisions of "Prompt Payment by Department of Administration," R.I. Gen. Laws §§ 42-11.1-1 et seq.

**§ 11.10.2.2** The Owner shall not withhold amounts from the Design Agent's compensation to impose a penalty or liquidated damages on the Design Agent, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Design Agent agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner upon reasonable notice.

**§ 11.10.2.4** Retainage in the amount of five (5%) percent of any amount otherwise due the Design Agent hereunder, excluding reimbursable expenses, shall be retained until the close-out of the Project.

**§ 11.10.3** Within 10 working days of receipt of any progress payment from the Owner, the Design Agent must pay its Subconsultants and Subcontractors the full amount included for each such Subconsultant and Subcontractor reflected in the Design Agent's invoice for payment.

**§ 11.10.4** The Owner may, at its sole option, issue joint checks to the Design Agent and to any Subconsultant or Subcontractor or material or equipment suppliers to whom the Design Agent failed to make payment for Work properly performed or material and equipment suitably delivered.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**  
**Deleted.**

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Design Agent and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Design Agent.

**§ 13.2** This Agreement is comprised of the following documents identified below:

- .1 The Purchase Order issued by the Owner
- .2 Solicitation # \_\_\_\_\_ issued by the Owner, including without limitation, the Invitation to Bid, the Instructions to Bidders, the Specifications and Drawings, any Addenda, and the Bid Checklist (with applicable forms)
3. AIA Document B101™-2017, Standard Form Agreement Between Owner and Design Agent, as modified by the Owner.



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

.5 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ☐ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

« ☐ »

[ ☐ ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

«Cost Proposal Exhibit»

.6 Other documents:  
(List other documents, if any, forming part of the Agreement.)

The Design Agent’s Response to the Solicitation, including without limitation, the Bidder Certification Cover Form, the Technical Proposal, and the Cost Proposal.

The person signing for the Design Agent represents that he or she has been duly authorized to execute this Agreement on behalf of the Design Agent.

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

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

« »

OWNER (Signature)

« »« »

(Printed name and title)

DESIGN AGENT (Signature)

« »« »

(Printed name, title, and license number, if required)



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

## General Conditions of the Contract for Construction

for the following PROJECT:

*(Name and location or address)*

### THE OWNER:

*(Name, legal status and address)*

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

*(Paragraphs deleted)*

acting by and through

*(Paragraphs deleted)*

The University of Rhode Island Purchasing Department

*(Paragraphs deleted)*

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

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

*(Paragraph deleted)*

and

*(Paragraphs deleted)*

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

*(Paragraphs deleted)*

On behalf of the User Agency

### THE USER AGENCY

*(Paragraphs deleted)*

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

*(Paragraphs deleted)*

The University of Rhode Island

*(Paragraphs deleted)*

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

*(Paragraphs deleted)*

### THE Design Agent:

*(Paragraphs deleted)*

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

### ADDITIONS AND DELETIONS:

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

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

Init.

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**User Notes:**

(1431520817)



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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 BASIC DEFINITIONS

#### § 1.1.1 THE CONTRACT DOCUMENTS

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

#### § 1.1.2 THE CONTRACT

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

#### § 1.1.3 THE WORK

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

#### § 1.1.4 THE PROJECT

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

#### § 1.1.5 THE DRAWINGS

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

#### § 1.1.6 THE SPECIFICATIONS

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

#### § 1.1.7 INSTRUMENTS OF SERVICE

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

#### § 1.1.8 INITIAL DECISION MAKER

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

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

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

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

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

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

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

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

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

### § 1.3 CAPITALIZATION

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

### § 1.4 INTERPRETATION

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

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

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

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

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

## ARTICLE 2 OWNER

### § 2.1 GENERAL

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

§ 2.1.2 Deleted.

## § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

### § 2.2.1 Deleted.

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

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

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

### § 2.2.5 Deleted.

## § 2.3 OWNER'S RIGHT TO STOP THE WORK

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

## § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

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

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

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

### § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

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

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

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

### § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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



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

#### § 3.4 LABOR AND MATERIALS

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

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

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

#### § 3.5 WARRANTY

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

#### § 3.6 TAXES

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

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

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

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

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

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

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

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

## **§ 3.8 ALLOWANCES**

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

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

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

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

## **§ 3.9 SUPERINTENDENT**

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

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

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

### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

### § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

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

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

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

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

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

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

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



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

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

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

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

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

### § 3.13 USE OF SITE

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

### § 3.14 CUTTING AND PATCHING

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

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

### **§ 3.15 CLEANING UP**

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

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

### **§ 3.16 ACCESS TO WORK**

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

### **§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

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

### **§ 3.18 INDEMNIFICATION**

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

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

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

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

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

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

## **ARTICLE 4 DESIGN AGENT**

### **§ 4.1 GENERAL**

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

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

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

## § 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

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

## § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

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

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

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



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

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

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

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

#### § 5.2.5 MANUFACTURERS AND FABRICATORS

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

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

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

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

#### § 5.3 SUBCONTRACTUAL RELATIONS

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

## § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

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

*(Paragraph deleted)*

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

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

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

### § 6.2 MUTUAL RESPONSIBILITY

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

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

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

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

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

### § 6.3 OWNER'S RIGHT TO CLEAN UP

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

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

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

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

### § 7.2 CHANGE ORDERS

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

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

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

### § 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

### § 7.3.4 Deleted.

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

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

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

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

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

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

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

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

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

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



## § 7.4 MINOR CHANGES IN THE WORK

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

## ARTICLE 8 TIME

### § 8.1 DEFINITIONS

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

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

*(Paragraph deleted)*

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

§ 8.1.4 Deleted.

### § 8.2 PROGRESS AND COMPLETION

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

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

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

### § 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

*(Paragraph deleted)*

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

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

### § 9.2 SCHEDULE OF VALUES

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

### § 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

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

§ 9.3.1.4 Until Substantial Completion, the Owner shall pay ninety-five (95%) percent of the amount due the Contractor 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,



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

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

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

#### **§ 9.10 FINAL COMPLETION AND FINAL PAYMENT**

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

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

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

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

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

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- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 claims permitted under the State of Rhode Island General Conditions of Purchase Regulation.

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

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

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

### § 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

#### § 10.3 HAZARDOUS MATERIALS

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

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

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

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

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

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

#### § 10.4 EMERGENCIES

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

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

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

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

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

## **§ 11.2 OWNER'S LIABILITY INSURANCE.**

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

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

## **§ 11.3 PROPERTY INSURANCE**

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

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

**§ 11.3.1.2 Deleted.**

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

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

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

§ 11.3.2 Deleted.

§ 11.3.3 Deleted.

§ 11.3.4 Deleted.

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

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

#### § 11.3.7 WAIVERS OF SUBROGATION

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

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

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

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

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

§ 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

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

### **§ 12.3 ACCEPTANCE OF NONCONFORMING WORK**

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 GOVERNING LAW**

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

### **§ 13.2 SUCCESSORS AND ASSIGNS**

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

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

### **§ 13.3 WRITTEN NOTICE**

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

### **§ 13.4 RIGHTS AND REMEDIES**

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

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

### **§ 13.5 TESTS AND INSPECTIONS**

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

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



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

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

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

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

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

#### **§ 13.6 INTEREST**

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

#### **§ 13.7 TIME LIMITS ON CLAIMS**

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

### **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

#### **§ 14.1 TERMINATION BY THE CONTRACTOR**

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

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

#### **§ 14.1.2 Deleted.**

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

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

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

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

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

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

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

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

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

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

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

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

§ 14.3.2 The  
(Paragraphs deleted)

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

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

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

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

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

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



## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 CLAIMS

#### § 15.1.1 DEFINITION

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

#### § 15.1.2 NOTICE OF CLAIMS

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

#### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

#### § 15.1.4 CLAIMS FOR ADDITIONAL COST

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

#### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

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

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

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

*(Paragraphs deleted)*

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

## § 15.2 INITIAL DECISION

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

§ 15.2.2 Deleted.

§ 15.2.3 Deleted.

§ 15.2.4 Deleted.

§ 15.2.5 Deleted.

§ 15.2.6 Deleted.

§ 15.2.6.1 Deleted.

§ 15.2.7 Deleted.

§ 15.2.8 Deleted.

## § 15.3 MEDIATION

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

§ 15.3.2 Deleted.

§ 15.3.3 Deleted.

## § 15.4 BINDING DISPUTE RESOLUTION

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

*(Paragraphs deleted)*

§ 15.4.4 Deleted.

§ 15.4.4.1 Deleted.

§ 15.4.4.2 Deleted.

§ 15.4.4.3 Deleted.

## § 16 COMPLIANCE WITH APPLICABLE LAW

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

# URI Kingston Campus PHASE 2 Wireless Fire Alarm Upgrades & Panel replacements

RFP TBD

## Exhibit "C"- Project Matrix, 3-12-24

### Phase 1: Construction commencing Summer of 2025

Line	Site	Bldg #	Building Name	Phase	Fire Alarm Panel upgrade required	Master Box #	Entity code		Street #	Street	Generator	Fire Alarm Panel	Fire Alarm Voice
1	KC	KC500	3039 Kingstown Road (Hall of Fame)	1	NO	514	1		3039	Kingstown Road	No	FCI-72	No
2	KC	KC41B	Alumni Center	1	YES	641	1		73	Upper College Road	No	FCI 7200	No
3	KC	PF71	Animal Building	1	NO	534	1		77	Peckham Farm Road	No	FCI-72	No
4	KC	KC46	Barlow Hall	1	NO	221	2		164	Campus Ave	Yes	Simplex 4020	No
5	KC	KC77B	Beck Batting Building	1	YES	333	1		115	Tootell Road	No	FCI 7100	No
6	KC	No #, 5	Brookside Apartments	1	NO	351	2		40	West Alumni Ave	Yes	Notifier 3030	Yes
7	KC	KC02	Butterfield Dining	1	NO	246	3		1	Butterfield Road	Yes	Notifier 320	No
8	KC	PF59	Central Lab Animal Facility	1	NO	56	1		128	Peckham Farm Road	No	FCI-72	No
9	KC	KC26	Child development Center	1	YES	623	1		10	Lower College Road	No	FCI-72	No
10	KC	KC01A	Dining Services Warehouse	1	NO	345	3		10	Tootell Road	Yes	FCI-72	No
11	KC	KC79	Facilities Services Storage Building	1	YES	334	1		51	Tootell Road	No	FCI 7100	No
12	KC	KC45B	Garrahy Hall	1	NO	394	2		170	Flagg Road	Yes	Simplex 4100u	Yes
13	KC	KC89A	Gender and Sexuality Center (LGBTQ)	1	NO	524	1		19	Upper College Road	No	Notifier NFS-320	No
14	KC	KC61A	GH Gardner Building	1	YES	331	1		7	Thirty Acre Pond Road	No	FCI 7100	No
15	KC	GV85	Graduate Village Community Center	1	NO	541	2		2902	Kingstown Road	No	Notifier 640-2	No
16	KC	KC07	Green Hall	1	NO	644	1		35	Campus Ave	No	Simplex 4020	No
18	KC	KC30A	Hart House (Schmidt Labor Research)	1	NO	521	1		36	Upper College Road	No	FCI-72	No
19	KC	KC60A	Heathman Hall	1	NO	37	2		30	Butterfield Road	Yes	Notifier 640-2	No
20	KC	KC48A	Higgins Welcome Center	1	NO	636	1		45	Upper College Road	No	Simplex 4100U	
21	KC	KC49B	Hope Dining Hall	1	YES	23	3		19	Butterfield Road	Yes	FCI 7100	No
22	KC	No #, 1	Independence Square	1	YES	533	6		56	West Independence W	No	FCI 7100	No
23	KC	KC05	Memorial Union	1	NO	245	4		50	Lower College Road	Yes	FCI E3	No
24	KC	KC05B	Newman Hall (Admissions)	1	YES	54	1		14	Upper College Road	No	FCI 7200	No
25	KC	PF85	Peckham Farm (Main office)	1	NO	531	1		55	Peckham Farm Road	No	FCI-72	No
26	KC	KC06	Quinn Hall	1	NO	645	1		55	Lower College Road	No	FCI-72	No
27	KC	KC41	Skogley Turfgrass Research Center	1	YES	332	1		30	Thirty-Acre Pond Road	No	FCI 7100	No
28	KC	KC29A	Surge Building	1	YES	344	1		210	Flagg Road	No	FCI 7200	No
29	KC	KC17	Taft Hall	1	YES	651	1		9	Lippitt Road	No	FCI 7100	No
30	KC		Texas Instruments Building	1	YES	642	5		61	Upper College Road	No	FCI 7100	No
31	KC	KC21	Transition Center	1	NO	624	1		2	Lower College Road	No	FCI-72	No
32	KC	KC99	URI Foundation Building	1	NO	646	6		79	Upper College Road	No	Simplex 4020	No
33	KC	KC49A	White Hall	1	NO	371	1		39	Butterfield Road	Yes	FCI E3	No

## Phase 2: Construction commencing Summer of 2026

Line	Site	Bldg #	Building Name	Phase	Fire Alarm Panel upgrade required	Master Box #	Entity code		Street #	Street Address	Generator	Fire Alarm Panel	Fire Alarm Voice
1	KC	KC96	Adams House	2	NO	431	1		85	Upper College Road	No	FCI E3	No
2	KC	KC67A	Administrative Services	2	NO	341	1		6	Rhody Ram Way	No	FCI-72	No
3	KC	KC87B	Agronomy Green House	2	NO	324	1		9B	Thirty Acre Pond Road	No	FCI-72	No
4	KC	KC86	Automotive Garage	2	NO	342	1		9	Rhody Ram Way	No	FCI E3	No
5	KC	KC74B	Avedisian Hall (Pharmacy)	2	NO	432	1		7	Greenhouse Road	Yes	Notifier 3030	Yes
6	KC	KC58	Ballentine Hall	2	NO	442	1		7	Lippitt Road	Yes	Notifier 640-2	No
7	KC	KC12	Bliss Hall	2	NO	412	1		1	Lippitt Road	No	FCI E3	No
8	KC	KC44	Browning Hall	2	NO	254	2		4	Butterfield Road	Yes	Notifier 640-2	No
9	KC	KC53	Burnside Hall	2	NO	311	2		55	West Alumni Ave	Yes	Edwards EST-3	No
10	KC	KC02	Butterfield Hall	2	NO	262	2		1	Butterfield Road	Yes	Edwards EST-3	No
11	KC	KC36	Carlotti Administration Building	2	NO	632	1		75	Lower College Road	No	FCI-72	No
12	KC	KC69	Chafee Hall	2	NO	424	1		142	Flagg Road	Yes	FCI E3	Yes
13	KC	KC77	Christopher House	2	NO	627	1		34	Lower College Road	No	FCI-72	No
14	KC	KC85	Coastal Institute (Kingston)	2	NO	426	1		1	Greenhouse Road	Yes	FCI E3	No
15	KC	KC54	Coddington Hall	2	NO	312	2		16	Complex Road	Yes	Edwards EST-3	No
16	KC	KC71	Co-Op Extension	2	NO	46	1		3	East Alumni Ave	No	FCI-72	No
17	KC	KC16	Davis Hall	2	NO	652	1		10	Lippitt Road	No	FCI E3	No
18	KC	KC55	Dorr Hall	2	NO	244	2		10	Complex Road	Yes	Notifier 640-2	No
19	KC	EF42	East Farm Aquaculture	2	NO	522	1		14	East Farm Road	No	Edwards IO500	No
20	KC	EF83	East Farm Fishers (EF 83)	2	NO	516	1		52	East Farm Road	No	FCI-72	No
21	KC	EF09	East Farm Pathology Lab	2	NO	523	1		50	East Farm Road	No	FCI-72	No
22	KC	KC14	East Hall	2	NO	413	1		2	Lippitt Road	No	FCI-72	No
23	KC	KC47A	Eddy Hall	2	NO	295	2		2	Complex Road	Yes	Simplex 4100 U	Yes
24	KC	KC09	Edwards Auditorium	2	NO	621	1		64	Upper College Road	No	Edwards EST-3	Yes
25	KC	KC56	Ellery Hall	2	NO	243	2		8	Complex Road	Yes	Notifier 640-2	No
26	KC	KC67	Fascitelli Wellness Center	2	NO	27	1		18	Butterfield Road	Yes	FCI E3	No
27	KC	KC68	Fayerweather Hall	2	NO	242	2		4	Complex Road	Yes	Notifier 640-2	No
28	KC	KC50	Fine Arts Center	2	NO	43	1		105	Upper College Road	Yes	FCI E3	Yes
29	KC	KC48	Fogarty Hall	2	NO	614	1		41	Lower College Road	Yes	FCI E3	No
30	KC	KC68A	Gorham Hall	2	NO	255	2		6	Complex Road	No	Notifier 640-2	No
31	KC	KC24A	Greenhouse/Community Planning	2	NO	45	1		6	Greenhouse Road	No	FCI-72	No
32	KC	KC23B	Human Resource Administration	2	NO	633	1		80	Lower College Road	No	FCI E3	No
33	KC	KC37A	IEP House	2	NO	635	5		67	Upper College Road	No	FCI-72	No
34	KC	KC89	International Student Center	2	NO	626	1		37	Lower College Road	No	FCI E3	No
35	KC	No #, 7	Kirk Hall (Applied Engineering Lab)	2	NO	47	1		94	Upper College Road	Yes	FCI-72	No
36	KC	KC18A	Kirk Hall (Ctr for Advanced Technology)	2	NO	461	1		90	Upper College Road	Yes	FCI-72	No
37	KC	KC94	Lands and Grounds Vehicle Garage	2	NO	352	1		11	Rhody Ram Way	No	FCI E3	No
38	KC	KC08	Lippitt Hall	2	NO	415	1		5	Lippitt Road	Yes	Notifier 640-2	No

### Phase 3: Construction commencing Summer of 2027

Line	Site	Bldg #	Building Name	Phase	Fire Alarm Panel upgrade required	Master Box #	Entity code	Street #	Street Address	Generator	Fire Alarm Panel	Fire Alarm Voice
1	KC	KC23	Adams Hall	3	NO	256	2	2	Butterfield Road	No	Notifier 640-2	No
2	KC	KC52	Aldrich Hall	3	NO	38	2	22	Butterfield Road	No	Edwards EST-3	No
3	KC	KC03	Bressler Hall	3	NO	251	2	141	Campus Ave	No	Edwards EST-3	No
4	KC		Tyler Hall	3	yes	451		9	Greenhouse Road		FCI 7100	
5	KC	KC76A	Hillside Hall	3	NO	655	2	140	Campus Ave	Yes	Notifier 640-2	No
6	KC	KC57	Hopkins Hall	3	NO	28	2	14	Butterfield Road	Yes	FCI E3	No
7	KC	KC94A	HRL Maintenance	3	NO	313	2	4	Garage Road/Rhody Ra	No	FCI-72	No
8	KC	KC28B	HRL Warehouse	3	NO	6114	2	2	Liberty Lane	No	Notifier 640-2	No
9	KC	KC25	Hutchinson Hall	3	NO	24	2	5	Farm House Road	No	FCI E3	No
10	KC	KC08A	Lippitt Hall Heating Plant	3	NO	417	1	17	Greenhouse Road	Yes	FCI-72	No
11	KC	KC66A	Meade Field Facilities	3	NO	325	1	25	West Alumni Road	No	FCI-72	No
12	KC	KC42	Morrow Hall	3	NO	26	2	23	Butterfield Hall	No	FCI E3	No
13	KC	KC51	Morrill Hall	3	NO	613	1	45	Lower College Road	No	FCI E3	No
14	KC	KC20B	Multicultural Center	3	NO	653	1	74	Lower College Road	No	FCI-72	No
15	KC	KC04	Pastore Hall	3	NO	612	1	51	Lower College Road	No	FCI E3	No
16	KC	KC24	Peck Hall	3	NO	25	2	7	Butterfield Road	No	FCI E3	No
17	KC	KC67C	Pesticide Hazmat Shed	3	NO	326	1	9A	Thirty Acre Pond Road	No	FCI-72	No
18	KC	KC15A	Potter Building (Health Services)	3	NO	29	4.5	6	Butterfield Road	Yes	FCI-72	No
19	KC	KC78B	President's House	3	NO	628	1	56	Upper College Road	No	FCI-72	No
20	KC	KC15	Ranger Hall	3	NO	643	1	10	Ranger Road	Yes	Notifier 640-2	No
21	KC	KC64	Research Grant	3	NO	618	1	70	Lower College Road	No	FCI-72	No
22	KC	KC13	Rodman Hall	3	NO	434	1	94	West Alumni Ave	Yes	FCI-72	No
23	KC	KC10	Roosevelt Hall	3	NO	617	1	90	Lower College Road	No	FCI E3	No
24	KC	KC78	Sherman Building	3	NO	316	1	60	Tootell Road	Yes	FCI-72	No
25	KC	KC37	Swan Hall	3	NO	631	1	60	Upper College Road	No	Notifier 640-2	No
26	KC	KC43	Tucker Hall	3	NO	241	2	3	Farm House Road	No	FCI E3	No
27	KC	KC20A	Tucker House	3	NO	433	1	89	Upper College Road	No	FCI-72	No
28	KC	KC11	Washburn Hall	3	NO	414	1	80	Upper College Road	No	FCI E3	No
29	KC	KC97	Watson House	3	NO	222	1	1	Farm House Road	No	FCI-72	No
30	KC	KC45	Weldin Hall	3	NO	223	2	170	Campus Ave	Yes	Edwards EST-3	No
31	KC	KC35A	White House	3	NO	335	1	12	Alumni Ave	No	FCI-72	No
32	KC	KC40	Woodward Hall	3	NO	423	1	9	East Alumni Ave	No	FCI E3	No



# EXHIBIT "D", Phase 1 Drawings/ Specifications for reference

## GENERAL NOTES

- THE FIRE ALARM REPORTING SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE RHODE ISLAND FIRE SAFETY CODE (RIFSC), NFPA 72-2019 EDITION, NFPA 70-2017 EDITION, THE MANUFACTURER'S PUBLISHED INSTRUCTIONS, AND AS SPECIFIED ON THE DRAWINGS.
- PRIOR TO INSTALLATION, THE CONTRACTOR SHALL PROVIDE JENSEN HUGHES WITH ONE (1) COPY OF THE PRE-INSTALLATION SUBMITTAL AS SPECIFIED INCLUDING ALL PRODUCT DATA SHEETS, BATTERY CALCULATIONS, WIRING DIAGRAMS, A SEQUENCE OF OPERATIONS, AND A PROPOSED RADIO ALARM TRANSMITTER ZONE SCHEDULE FOR APPROVAL.
- DIMENSIONS, LOCATIONS AND CONDITIONS SHOWN ARE APPROXIMATE. TAKE MEASUREMENTS IN THE FIELD, NOT FROM DIMENSIONS PROVIDED HEREIN. VERIFY ALL CONDITIONS AND DIMENSIONS IN THE FIELD PRIOR TO ORDERING ANY MATERIALS AND EQUIPMENT AND PERFORMING WORK, AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES AND CHANGES.
- TAKE ALL PRECAUTIONS NECESSARY TO PROTECT ALL EXISTING UTILITIES, EQUIPMENT, AND FINISHES THAT ARE TO REMAIN FROM DAMAGE. ANY UTILITIES, EQUIPMENT AND/OR FINISHES DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER, AND TO THE SATISFACTION OF THE ENGINEER. ALL SURFACES OR FINISHES THAT ARE DAMAGED OR OTHERWISE AFFECTED BY WORK OF THIS CONTRACT SHALL BE PATCHED, REPAIRED, PAINTED, OR REPLACED TO MATCH THE PRE-EXISTING CONDITIONS AT NO COST.
- EXAMINE ALL CONTRACT DOCUMENTS. THE FIRE ALARM CONTRACTOR SHALL COORDINATE WORK WITH THE REQUIREMENTS FOR ALL TRADES.
- DRAWINGS ARE DIAGRAMMATIC ONLY. FINAL EQUIPMENT QUANTITIES AND LOCATIONS SHALL BE DETERMINED IN THE FIELD.
- NOT ALL CIRCUITRY AND WIRING IS SHOWN ON THE DRAWINGS. FURNISH AND INSTALL WIRING, CONDUITS AND NECESSARY EQUIPMENT AS REQUIRED TO COMPLETE THE SCOPE OF WORK.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE EXACT WIRE AND CONDUIT ROUTING THROUGHOUT THE BUILDING. WIRE AND CONDUIT ROUTING SHALL BE COORDINATED WITH THE OWNER AND ALL OTHER TRADES.
- ALL EXISTING FIRE ALARM LOCAL ENERGY MASTERBOXES AND ASSOCIATED INTERFACE WIRING TO EXISTING FACUS SHALL REMAIN IN PLACE AFTER ACCEPTANCE OF THE NEW FIRE ALARM REPORTING SYSTEM EQUIPMENT. THE EXISTING MASTERBOXES SHALL REMAIN FUNCTIONAL AS A BACKUP MEANS OF REPORTING UNTIL SUCH TIME THAT THE ENTIRE KINGSTON CAMPUS HAS BEEN TRANSITIONED TO THE NEW REPORTING SYSTEM AND THE UNIVERSITY ELECTS TO DECOMMISSION THE EXISTING LOCAL ENERGY MASTERBOX REPORTING SYSTEM.

## SCHEDULE OF ALTERNATES

THE LIST BELOW REPRESENTS THE SEVEN (7) ALTERNATE BUILDINGS INCLUDED IN THE ALTERNATE SCOPE OF WORK. CONTRACTOR'S BIDS SHALL LIST EACH ALTERNATE NUMBER (1-7) SEPARATELY WITH AN ALTERNATE PRICE ASSOCIATED WITH EACH.

- WILEY HALL
- CENTER FOR BIOTECHNOLOGY AND LIFE SCIENCES (CBL)
- COLLEGE OF ENGINEERING (FASCI/TELLI ENGINEERING)
- WOMEN'S CENTER
- BEAUPRE CENTER FOR CHEMICAL AND FORENSIC SCIENCES
- SOCIAL SCIENCES RESEARCH CENTER (SSRC)
- UNIVERSITY CLUB

## SCOPE OF WORK

- THE SCOPE OF WORK INCLUDES FURNISHING ALL SERVICES, EQUIPMENT, PERMITS, TESTING, ETC. THAT ARE REQUIRED TO INSTALL THE AUTOMATIC FIRE ALARM REPORTING SYSTEM EQUIPMENT IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS AND AS INDICATED ON THE DRAWINGS AND IN THE PROJECT MANUAL.
- THE BASE SCOPE OF WORK INCLUDES FURNISHING AND INSTALLING ALL EQUIPMENT IN 19 BUILDINGS. THE ALTERNATE SCOPE OF WORK INCLUDES SEVEN (7) BUILDINGS, EACH LISTED AS AN ALTERNATE (#1-7). CONTRACTOR'S BIDS SHALL INCLUDE A PRICE FOR THE BASE SCOPE OF WORK, AND A SEPARATE PRICE FOR EACH ALTERNATE BUILDING. REFER TO THE SCHEDULE OF ALTERNATES ON THIS SHEET FOR A LIST OF THE ALTERNATE BUILDINGS.
- THE SCOPE OF WORK INCLUDES FURNISHING AND INSTALLING A NEW RADIO ALARM TRANSMITTER AND CONNECTING TO EACH EXISTING FIRE ALARM SYSTEM AS INDICATED ON THE DRAWINGS. THE RADIO ALARM TRANSMITTER SHALL INTERFACE TO THE EXISTING FIRE ALARM SYSTEM VIA ADDRESSABLE CONTROL MODULES AND/OR DRY CONTACT OUTPUTS TO TRANSMIT FIRE ALARM STATUS INFORMATION BY ZONES TO SOUTH KINGSTOWN POLICE/DISPATCH LOCATED AT 1780 KINGSTOWN ROAD IN SOUTH KINGSTOWN, RI. THE RADIO ALARM TRANSMITTER SHALL BE COMPATIBLE WITH THE TOWN OF SOUTH KINGSTOWN'S EXISTING MESH RADIO REPORTING RECEIVING SYSTEM. THE RADIO ALARM TRANSMITTER SHALL INCLUDE 60 HOURS OF BATTERY BACKUP.
- THE SCOPE OF WORK INCLUDES FURNISHING AND INSTALLING A NEW IP-BASED DATA GATHERING MODULE (DGM) AND CONNECTING TO EACH EXISTING FIRE ALARM SYSTEM AS INDICATED ON THE DRAWINGS. THE DGM SHALL INTERFACE TO THE EXISTING FIRE ALARM SYSTEM VIA THE RS-232 SERIAL OUTPUT ON THE FACU AND/OR DRY CONTACT OUTPUTS TO TRANSMIT SUPPLEMENTAL FIRE ALARM STATUS INFORMATION TO URI PUBLIC SAFETY.
- THE SCOPE OF WORK INCLUDES FIELD VERIFYING ALL EQUIPMENT LOCATIONS SHOWN ON THESE DRAWINGS. EQUIPMENT LOCATIONS SHOWN ON THESE DRAWINGS ARE PROVIDED FOR REFERENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR LOCATING EQUIPMENT IN THE FIELD AT A LOCATION ACCEPTABLE TO THE OWNER AND THE ENGINEER. COORDINATE FINAL LOCATION WITH THE ENGINEER.
- THE SCOPE OF WORK INCLUDES CONNECTING THE NEW IP-BASED DATA GATHERING MODULE TO THE NEAREST EXISTING NETWORK SWITCH OR ETHERNET PATCH PANEL VIA CATEGORY 6 ETHERNET CABLING. ALL EXPOSED CAT-6 CABLE SHALL BE INSTALLED IN APPROVED RACEWAY. CAT-6 CABLE INSTALLED IN CONCEALED AREAS OR ABOVE DROP CEILING SHALL BE PERMITTED TO BE EXPOSED. CAT-6 CABLES SHALL BE INSTALLED AND SUPPORTED IN ACCORDANCE WITH EATIA STANDARDS. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL NECESSARY CABLING AND RACEWAY. COORDINATE FINAL CONNECTION TO NETWORK WITH URI MTS DEPARTMENT.
- THE SCOPE OF WORK INCLUDES FURNISHING AND INSTALLING A SUPERVISED, BIDIRECTIONAL, POLING ALARM MONITORING SYSTEM RECEIVER AT THE URI EMS STATION FOR RECEIVING SUPPLEMENTAL SIGNALS AS INDICATED ON THE DRAWINGS. THE SUPPLEMENTAL ALARM MONITORING SYSTEM RECEIVER SHALL INCLUDE CODED MULTIPLEX COMMUNICATIONS TO RECEIVE DATA OVER ETHERNET FROM THE IP-BASED DATA GATHERING MODULES IN EACH BUILDING. THE MONITORING SYSTEM RECEIVER SHALL BE CONNECTED TO THE EXISTING URI NETWORK. BATTERY BACKUP SHALL BE PROVIDED AS INDICATED ON THE DRAWINGS.
- THE SCOPE OF WORK INCLUDES FURNISHING AND INSTALLING REMOTE USER WORKSTATIONS AT FOUR (4) LOCATIONS TO RECEIVE AND DISPLAY FIRE ALARM SIGNALS TRANSMITTED VIA THE IP DATA GATHERING MODULES. USER WORKSTATIONS SHALL BE ALL-IN-ONE DESKTOP PCs LOADED WITH THE SYSTEM 805 PRISM LX REMOTE ANNUNCIATOR SOFTWARE. PROVIDE REMOTE USER WORKSTATIONS AT THE FOLLOWING LOCATIONS:
  - EMS STATION (ADMIN/DISPATCH USER)
  - 35 BILLS RD FIRE STATION (DISPLAY/ANNUNCIATE)
  - 44 LOWER COLLEGE RD - PUBLIC SAFETY/DISPATCH (DISPATCH USER)
  - 177 PLAINS RD - FIRE/LIFE SAFETY OFFICE (ADMIN USER)
- THE SCOPE OF WORK INCLUDES COORDINATING THE FIRE ALARM REPORTING SYSTEM INSTALLATION WITH THE UNIVERSITY.
- THE SCOPE OF WORK INCLUDES PROVIDING 120VAC POWER TO ALL NEW POWER SUPPLIES AND 24VDC POWER TO ALL RADIO ALARM TRANSMITTERS AND DATA GATHERING MODULES. THE CONTRACTOR SHALL PROVIDE 120VAC POWER FROM A DEDICATED FIRE ALARM EQUIPMENT CIRCUIT. 120VAC POWER MAY BE PERMITTED TO BE SPLICED FROM THE EXISTING FACU POWER IN EACH BUILDING AS INDICATED ON THE DRAWINGS.
- THE SCOPE OF WORK INCLUDES PROVIDING A MINIMUM OF 60 HOURS OF BATTERY BACKUP TO THE NEW RADIO ALARM TRANSMITTERS AND THE NEW IP DATA GATHERING MODULES. BATTERY BACKUP SHALL BE PROVIDED FROM THE NEW POWER SUPPLIES OR, WHERE AVAILABLE, FROM EXISTING FIRE ALARM CONTROL UNIT BATTERIES. CONTRACTOR SHALL BE RESPONSIBLE FOR UPSIZING EXISTING BATTERIES AS NECESSARY.
- THE SCOPE OF WORK INCLUDES PROVIDING 120VAC POWER TO THE NEW SUPPLEMENTAL FIRE ALARM RECEIVING EQUIPMENT AT THE EMS STATION. THE CONTRACTOR SHALL PROVIDE POWER FROM AN EMERGENCY BACKED POWER SOURCE AT THE EMS STATION.
- THE SCOPE OF WORK INCLUDES THE INSTALLATION OF NEW INTERFACES BETWEEN ALL EXISTING FACUS AND ALL NEW TRANSMITTERS AND DATA GATHERING MODULES AS SPECIFIED AND AS SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL EQUIPMENT REQUIRED TO FACILITATE THESE INTERFACES.
- THE SCOPE OF WORK INCLUDES ANY NECESSARY REPROGRAMMING OF EACH FIRE ALARM CONTROL UNIT TO ACCOMMODATE ANY WORK ASSOCIATED WITH THE NEW TRANSMITTER AND DATA GATHERING MODULE INSTALLATIONS INCLUDING BUT NOT LIMITED TO ADDED RELAYS, SMOKE DETECTORS OR ADDITIONAL OUTPUT FUNCTIONS OF THE EXISTING FIRE ALARM SYSTEMS. EACH FIRE ALARM CONTROL UNIT CONNECTED TO A RADIO ALARM TRANSMITTER VIA ADDRESSABLE CONTROL MODULES SHALL BE PROVIDED WITH A SOFTKEY BUTTON FOR BYPASS OF RADIO SIGNALS. THE BYPASS BUTTON SHALL BE PROGRAMMED TO DISABLE THE ADDRESSABLE CONTROL MODULES FOR RADIO TRANSMITTER ZONES 1 - 7. THE BYPASS BUTTON SHALL ALSO BE PROGRAMMED TO TRIP THE ADDRESSABLE CONTROL MODULE FOR RADIO TRANSMITTER ZONE 8 (BYPASS) AND PROVIDE AN INDICATION OF BYPASS AT SOUTH KINGSTOWN POLICE/DISPATCH.
- THE SCOPE OF WORK INCLUDES PROGRAMMING OF THE NEW ALARM MONITORING SYSTEM RECEIVER AT THE EMS STATION TO RECEIVE SUPPLEMENTAL FIRE ALARM SIGNALS FROM EACH IP-BASED DATA GATHERING MODULE. THIS PROGRAMMING SHALL INCLUDE ANY NECESSARY PROGRAMMING TO RECEIVE POINT-TO-POINT STATUS INFORMATION FROM EACH DATA GATHERING MODULE OR, WHERE APPLICABLE, ZONE STATUS INFORMATION.
- THE SCOPE OF WORK INCLUDES THE CONFIGURATION OF ALL FIRE ALARM REPORTING AND RECEIVING EQUIPMENT. THIS INCLUDES ANY NECESSARY PROGRAMMING OF THE EXISTING RECEIVERS AT SOUTH KINGSTOWN POLICE/DISPATCH TO RECEIVE SIGNALS FROM THE NEW URI BUILDING TRANSMITTERS.
- THE SCOPE OF WORK INCLUDES FURNISH AND INSTALLING ANY NETWORK EQUIPMENT UPGRADES NECESSARY TO SUPPORT THE IP-BASED DATA GATHERING MODULES AND ALARM MONITORING SYSTEM EQUIPMENT. THIS INCLUDES ANY NECESSARY PATCH PANELS, ACCESSORIES, ETHERNET JACKS, PATCH CABLES OR NETWORK SWITCHES. CONTRACTOR SHALL COORDINATE THE WORK WITH URI MTS DEPARTMENT.
- THE CONTRACTOR SHALL BE REQUIRED TO CONDUCT A CONTRACTOR'S PRE-ACCEPTANCE TEST OF THE NEW FIRE ALARM REPORTING SYSTEM PRIOR TO SCHEDULING AN ENGINEER'S PRE-ACCEPTANCE TEST. THE ENGINEER'S PRE-ACCEPTANCE TEST SHALL BE WITNESSED BY JENSEN HUGHES AND THE UNIVERSITY OF RI. AS PART OF THIS PRE-TESTING THE CONTRACTOR SHALL VERIFY THAT ALL SIGNALS ARE RECEIVED AT THE RECEIVING LOCATIONS AND THAT THEY ARE ACCURATELY ANNUNCIATED ON THE SUPPLEMENTAL REMOTE ANNUNCIATOR WORKSTATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE THE NUMBER OF PERSONNEL NEEDED TO CONDUCT THE TESTING. THE PRE-ACCEPTANCE TESTING SHALL INCLUDE THE FOLLOWING:
  - TESTING OF EACH TRANSMITTER INCLUDING FIRE ALARM, TROUBLE AND SUPERVISORY SIGNAL TRANSMISSION AS WELL AS TRANSMITTER AND POWER SUPPLY TROUBLE SIGNALS SUCH AS LOSS OF SIGNAL, LOSS OF POWER, GENERAL FAULTS, ETC.
  - TESTING OF NEW SHORT CIRCUIT ISOLATION MODULES INSTALLED TO ISOLATE ADDRESSABLE CONTROL MODULES FOR RADIO ALARM TRANSMISSION.
  - 25% RE-ACCEPTANCE TESTING OF EACH EXISTING ADDRESSABLE FIRE ALARM SYSTEM TO CONFIRM RECEIPT OF SIGNALS. ALL SIGNALS SHALL BE VERIFIED FOR ACCURACY AT THE RECEIVING LOCATIONS.
  - 10% RE-ACCEPTANCE TESTING OF EACH EXISTING CONVENTIONAL FIRE ALARM SYSTEM ZONE TO CONFIRM RECEIPT OF SIGNALS. ALL SIGNALS SHALL BE VERIFIED FOR ACCURACY AT THE RECEIVING LOCATIONS.
  - TESTING OF ALL NEW RECEIVING EQUIPMENT AND REMOTE ANNUNCIATOR WORKSTATIONS.
  - VERIFICATION OF RECEIVING EQUIPMENT PROGRAMMING.
- THE CONTRACTOR SHALL BE REQUIRED TO SCHEDULE AND CONDUCT A FINAL ACCEPTANCE TEST OF THE NEW FIRE ALARM REPORTING SYSTEM FOR APPROVAL BY THE AUTHORITIES HAVING JURISDICTION. THIS TEST SHALL INCLUDE BUT SHALL NOT BE LIMITED TO THE FOLLOWING:
  - TESTING OF EACH TRANSMITTER INCLUDING FIRE ALARM, TROUBLE AND SUPERVISORY SIGNAL TRANSMISSION AS WELL AS TRANSMITTER AND POWER SUPPLY TROUBLE SIGNALS SUCH AS LOSS OF SIGNAL, LOSS OF POWER, GENERAL FAULTS, ETC.
  - 10% RE-ACCEPTANCE TESTING OF EACH EXISTING FIRE ALARM SYSTEM IN ACCORDANCE WITH NFPA 72. ALL SIGNALS SHALL BE VERIFIED FOR ACCURACY AT THE RECEIVING LOCATIONS.
  - TESTING OF ALL NEW RECEIVING EQUIPMENT.
  - VERIFICATION OF RECEIVING EQUIPMENT PROGRAMMING.

SYMBOLS LEGEND	
	SYSTEM CONNECTED PHOTOELECTRIC SMOKE DETECTOR
	EXISTING FIRE ALARM CONTROL UNIT (MAKE AND MODEL VARIES)
	NEW RADIO ALARM TRANSMITTER (AES 7707P SUBSCRIBER OR ENGINEER APPROVED EQUIVALENT)
	NEW REMOTE USER WORKSTATION
	NEW AUXILIARY POWER SUPPLY FOR TRANSMITTER EQUIPMENT
	IP-BASED DATA GATHERING MODULE
	EXTERIOR ANTENNA
	ZONE CARD ON EXISTING CONVENTIONAL FACU
	ADDRESSABLE CONTROL MODULE
	ADDRESSABLE MONITOR MODULE
	FIRE ALARM RELAY
	CONNECT TO EXISTING
SUBSCRIPT LEGEND	
E	EXISTING TO REMAIN
X	REMOVE EXISTING DEVICE
N	NEW DEVICE

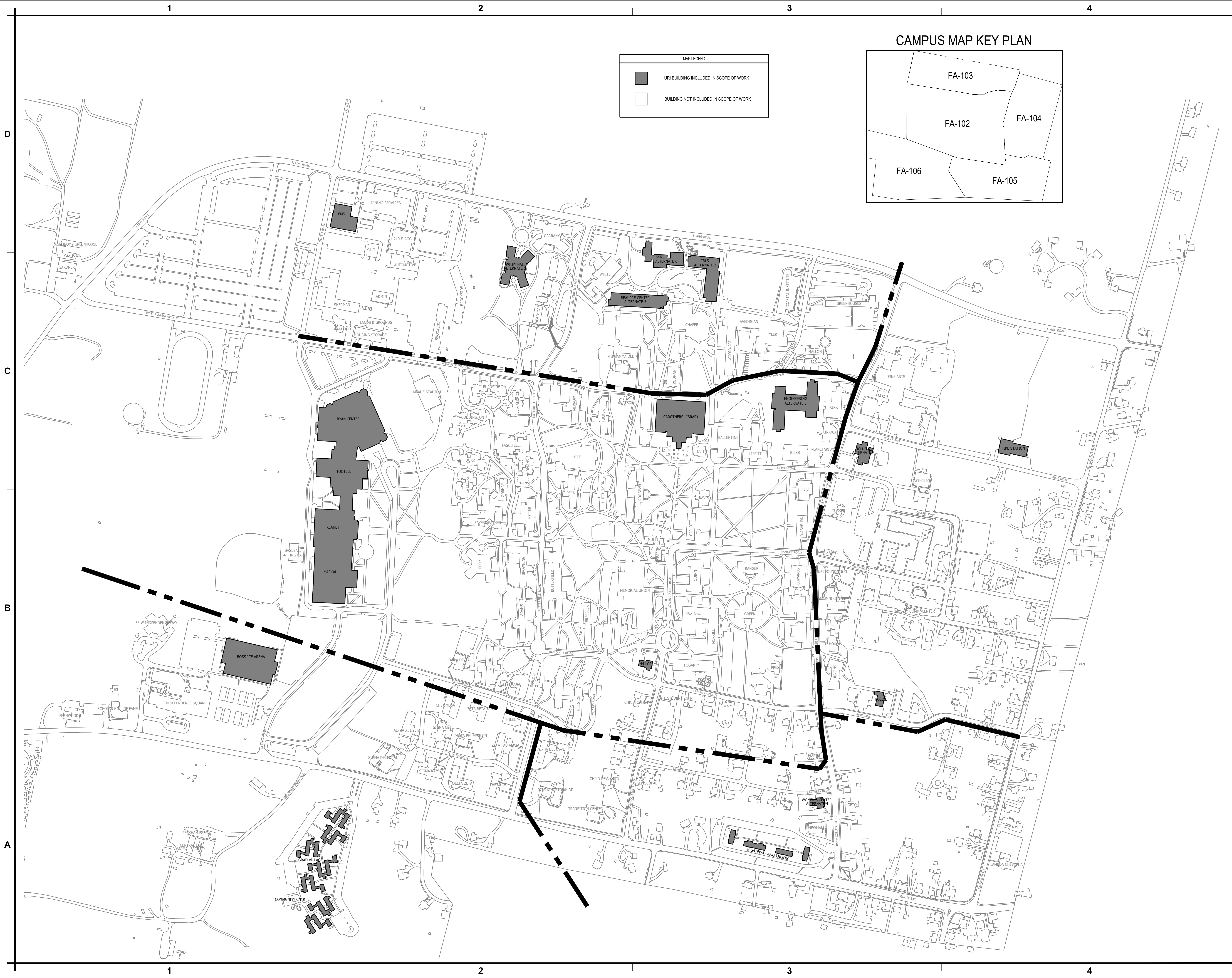
Drawing Number	Building Name	Building Address	FACU Make & Model	MB #	Emergency Generator? (Y/N)	Scope of Work (Base or Alternate)	Plan Review File No.
FA-301	Boss Ice Arena	1 Keaney Road	Simplex 4100	318	Y	Base Scope	40418
FA-302	EMS/Central Receiving/HRL Warehouse	20 Tootell Road	FCI 7100	323	Y	Base Scope	40420
FA-303	Fire and Life Safety Building	177 Plains Road	FCI-72	36	N	Base Scope	40422
FA-304	Gateway Apartments 2,4,6,7 & 8	2,4,6,7 & 8 Faculty Circle	FCI 7100	53	N	Base Scope	40423
FA-305	Grad Village Building #1	2900-1 Kingstown Road	Notifier 640-2	551	N	Base Scope	40424
FA-306	Grad Village Building #2	2900-2 Kingstown Road	Notifier 640-2	552	N	Base Scope	40425
FA-307	Grad Village Building #3	2900-3 Kingstown Road	Notifier 640-2	553	N	Base Scope	40427
FA-308	Grad Village Building #4	2900-4 Kingstown Road	Notifier 640-2	554	N	Base Scope	40430
FA-309	Grad Village Building #5	2900-5 Kingstown Road	Notifier 640-2	555	N	Base Scope	40431
FA-310	Grad Village Building #6	2900-6 Kingstown Road	Notifier 640-2	556	N	Base Scope	40432
FA-311	Grad Village Building #7	2900-7 Kingstown Road	Notifier 640-2	557	N	Base Scope	40433
FA-312	Keaney Gymnasium	85 Keaney Road	FCI E3	322	Y	Base Scope	40434
FA-313	Kingston Fire Station	35 Bills Road	FCI E3	422	Y	Base Scope	40437
FA-314	Carothers Library	15 Lippitt Road	FCI E3	435	Y	Base Scope	40438
FA-315	Mackall Gym	75 Keaney Road	FCI-72	252	Y	Base Scope	40447
FA-316	Police Sub. Station / University Police	85 Briar Lane	FCI-72	637	Y	Base Scope	40448
FA-317	Public Safety Building (44 LCR)	44 Lower College Rd	FCI-72	616	Y	Base Scope	40414
FA-318	Ryan Center	1 Lincoln Almond Way	Simplex 4100ES	314	Y	Base Scope	40449
FA-319	Tootell Aquatics Center	105 Keaney Road	FCI E3	315	Y	Base Scope	40453
FA-320	Wiley Hall	180 Flagg Road	Simplex 4100U	398	Y	Alternate #1	40455
FA-321	Center for Biotechnology and Life Sciences (CBL)	120 Flagg Road	Edwards EST-3	452	Y	Alternate #2	40419
FA-322	College of Engineering (Fasci/TELLI Engineering)	2 Alumni Avenue	FCI E3	453	Y	Alternate #3	40421
FA-323	Women's Center	22 Upper College Road	FCI-72	55	Y	Alternate #4	40456
FA-324	Beaupre Center for Chemical and Forensic Sciences (New Chemistry)	140 Flagg Road	Notifier 640-2	425	Y	Alternate #5	40415
FA-325	Social Sciences Research Center (SSRC)	130 Flagg Road	FCI-72	441	N	Alternate #6	40452
FA-326	University Club	95 Upper College Road	FCI S3	42	N	Alternate #7	40454

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VISION	DATE

PROJECT	UNIVERSITY OF RHODE ISLAND KINGSTON CAMPUS FIRE ALARM REPORTING SYSTEM UPGRADES PHASE 1
ADDRESS	URI KINGSTON CAMPUS KINGSTON, RI 02881
PROJECT NO	1MJB00329.053
DATE	OCTOBER 7, 2022
DESIGN	RCM / EBJ
DRAWN BY	CLC / RCM
CHECKED BY	EBJ / JWS
SCALE	
TITLE	GENERAL NOTES, KEY NOTES AND SHEET INDEX
NUMBER	FA-001
SHEET	1 OF 34

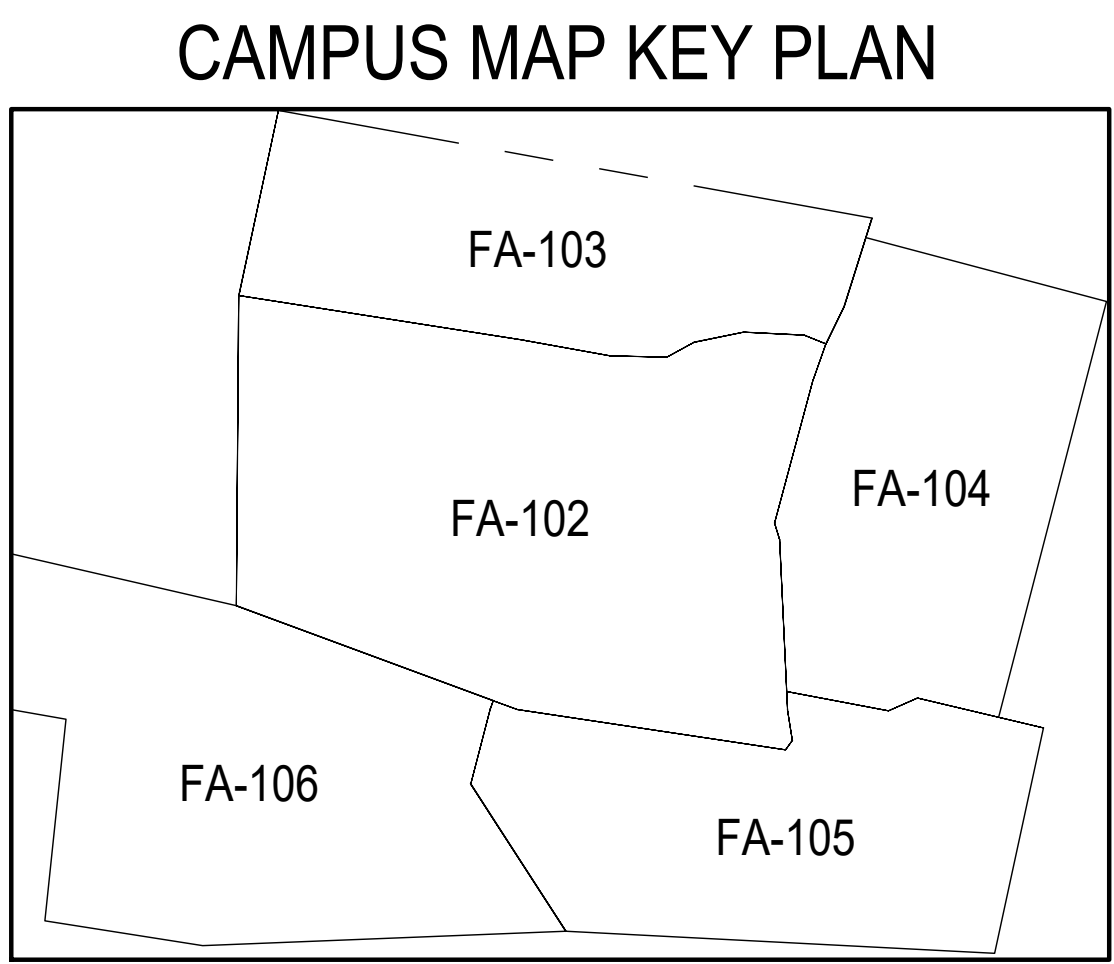




MAP LEGEND

■ URI BUILDING INCLUDED IN SCOPE OF WORK

□ BUILDING NOT INCLUDED IN SCOPE OF WORK



**JENSEN HUGHES**  
117 METRO CENTER BLVD. | SUITE 1002  
WARWICK | RHODE ISLAND | 02886  
P 401.736.8992 | F 401.736.8929  
www.jensenhughes.com

IT IS A VIOLATION OF STATE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER, TO ALTER THIS DRAWING IN ANY WAY. IF AN ITEM IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO THE ITEM HIS/HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS/HER SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

REVISION		
NO.	REVISION	DATE

PROJECT  
UNIVERSITY OF RHODE ISLAND  
KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

ADDRESS  
URI KINGSTON CAMPUS  
KINGSTON, RI 02881

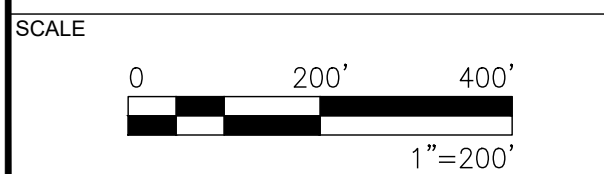
PROJECT NO  
1MJB00329.053

DATE  
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DRAWN BY  
CLC / RCM

CHECKED BY  
EBJ / JWS

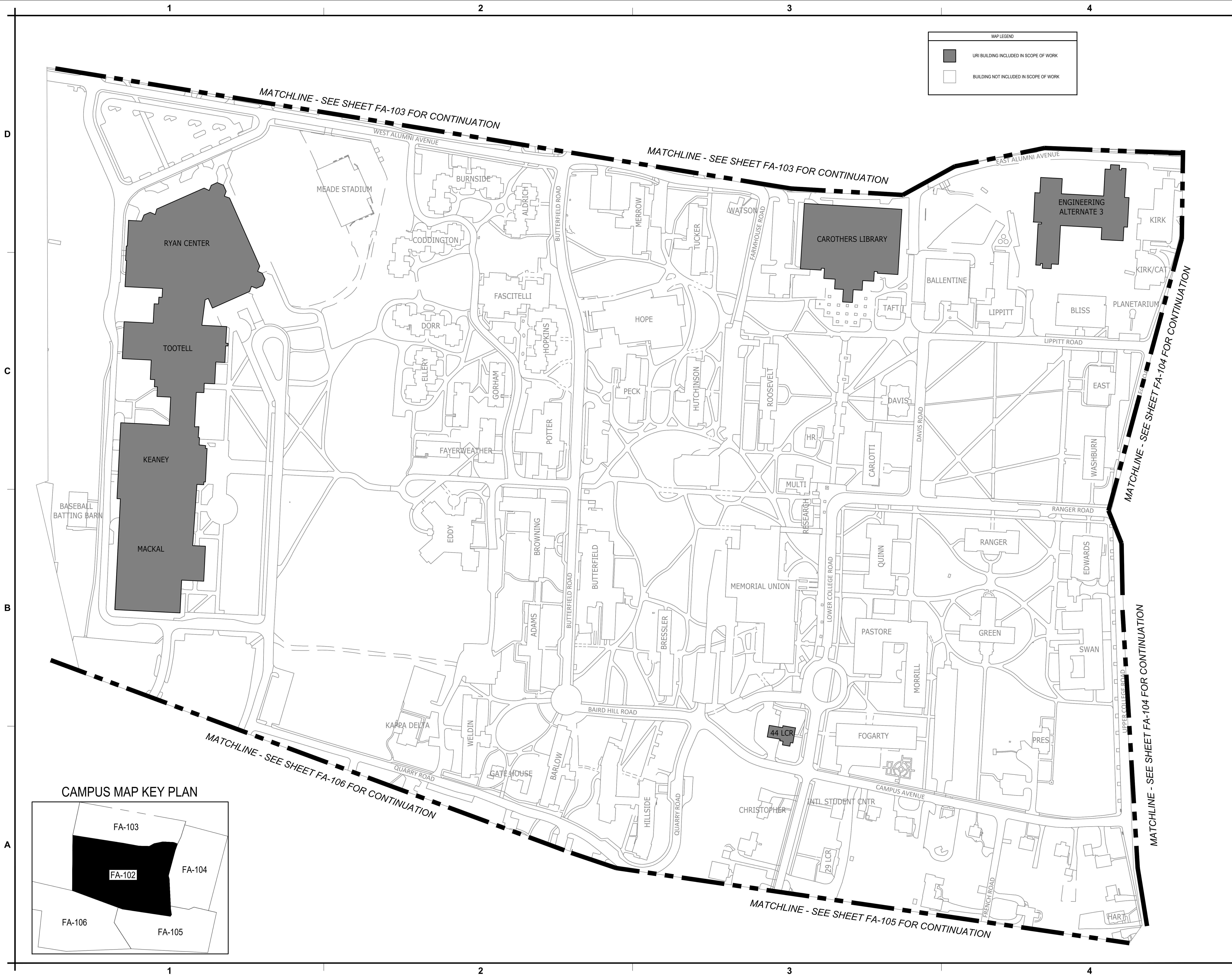


TITLE  
CAMPUS MAP -  
OVERALL VIEW

NUMBER  
FA-101

SHEET  
2 OF 34

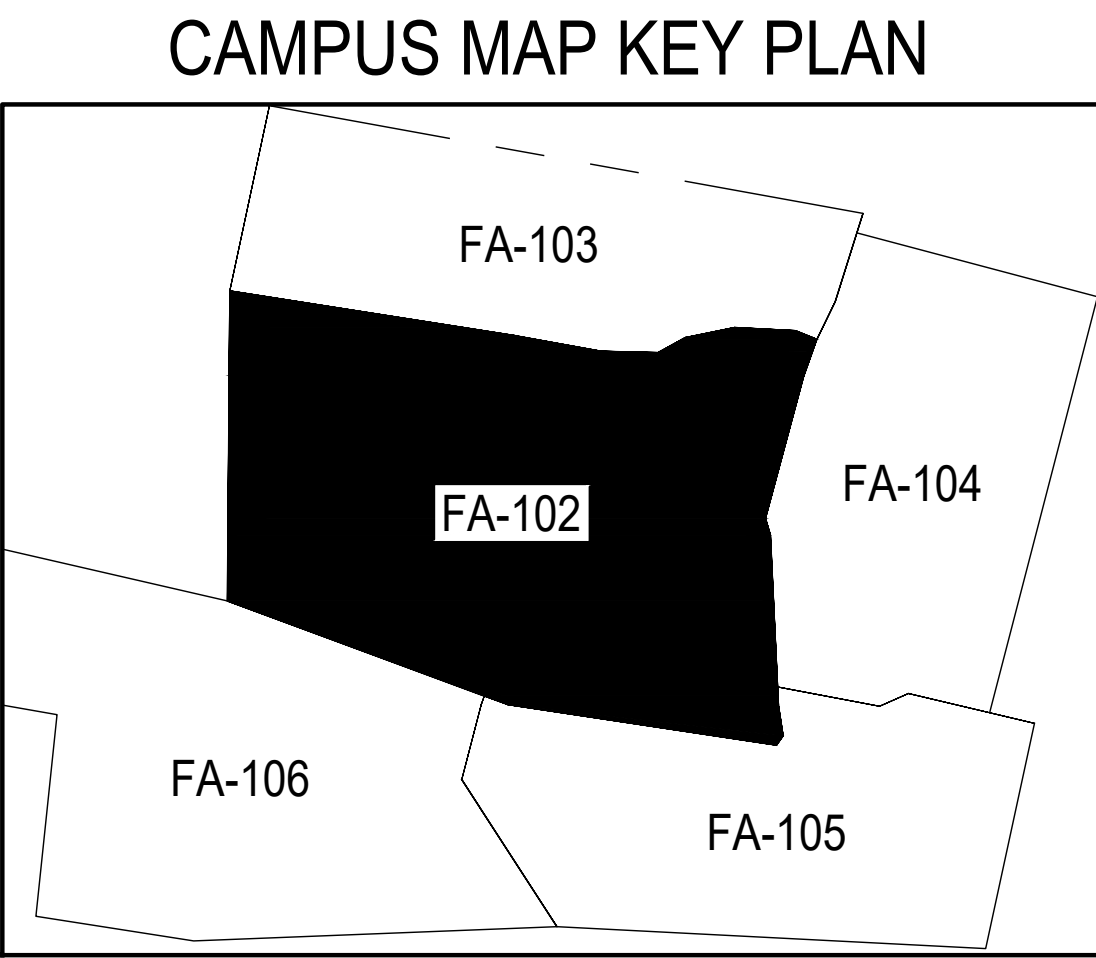




MAP LEGEND

URI BUILDING INCLUDED IN SCOPE OF WORK

BUILDING NOT INCLUDED IN SCOPE OF WORK



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UNIVERSITY OF RHODE ISLAND  
KINGSTON CAMPUS FIRE ALARM  
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KINGSTON, RI 02881

PROJECT NO  
1MJB00329.053

DATE  
OCTOBER 7, 2022

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CLC / RCM

CHECKED BY  
EBJ / JWS

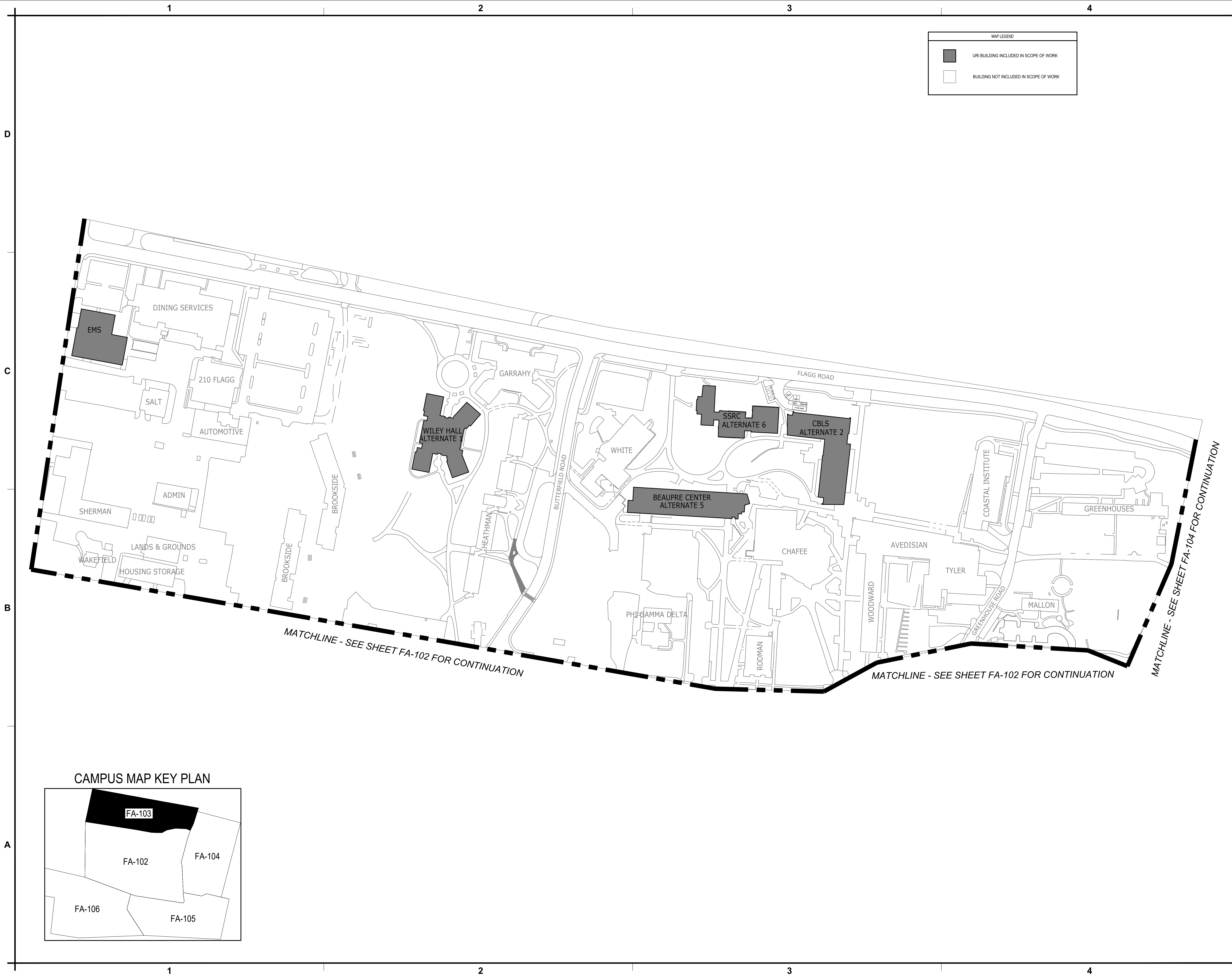


TITLE  
CAMPUS MAP  
CENTRAL SECTION

NUMBER  
FA-102

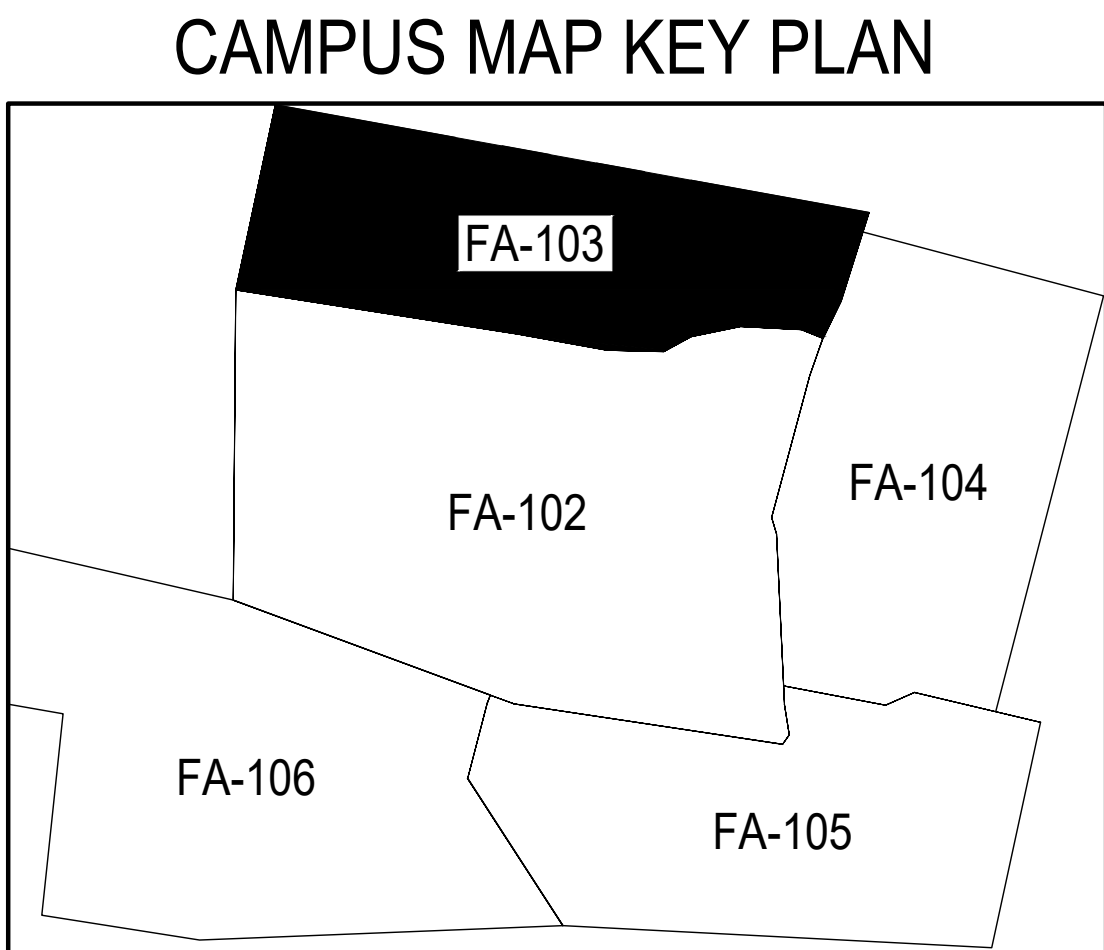
SHEET  
3 OF 34





MAP LEGEND

	URI BUILDING INCLUDED IN SCOPE OF WORK
	BUILDING NOT INCLUDED IN SCOPE OF WORK



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KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

ADDRESS  
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KINGSTON, RI 02881

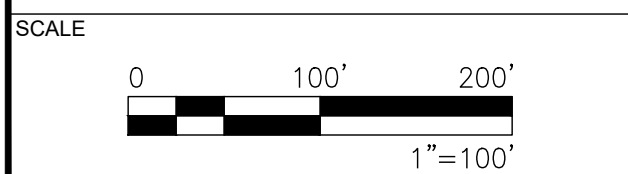
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CLC / RCM

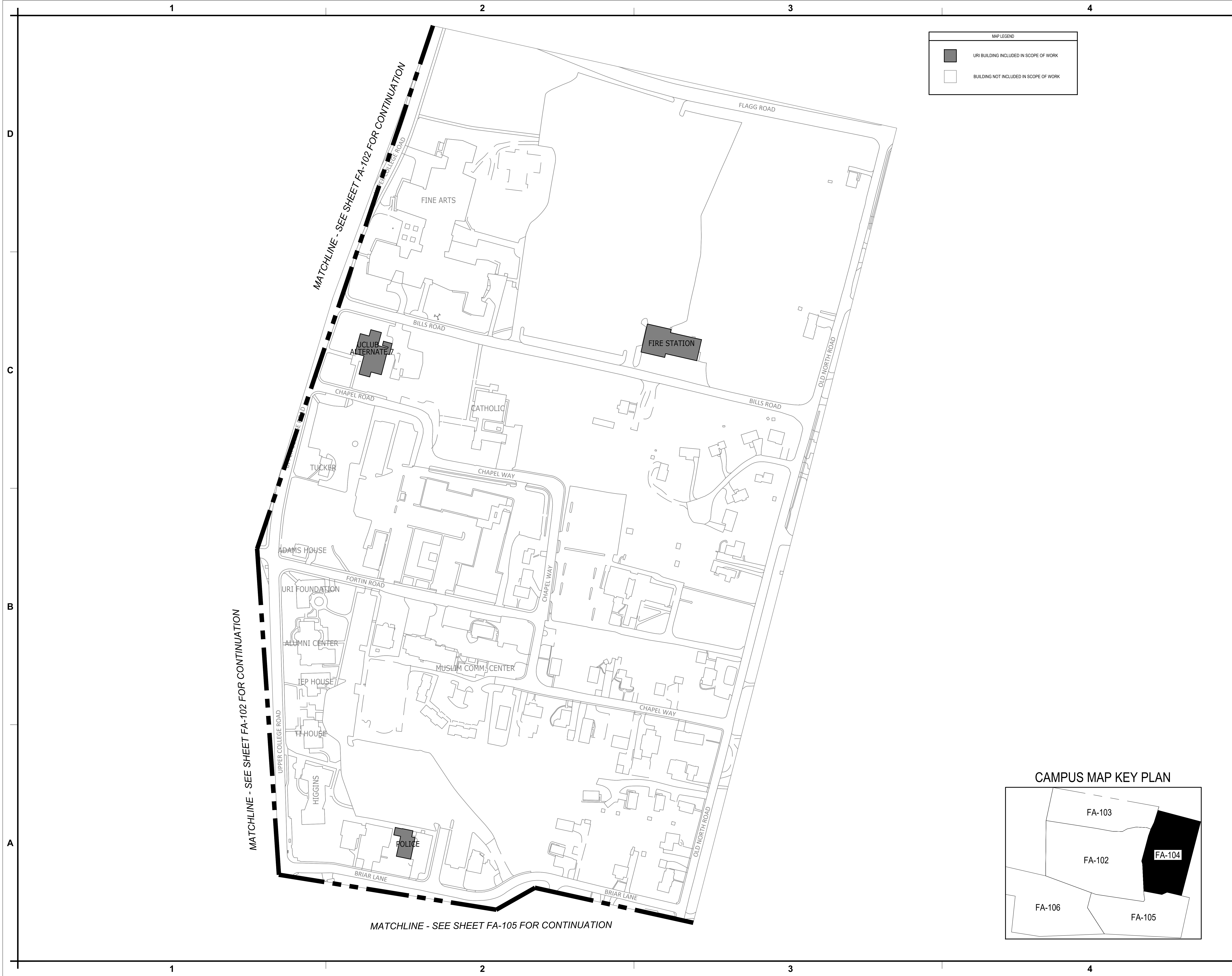
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EBJ / JWS



TITLE  
CAMPUS MAP -  
NORTH SECTION

NUMBER  
**FA-103**

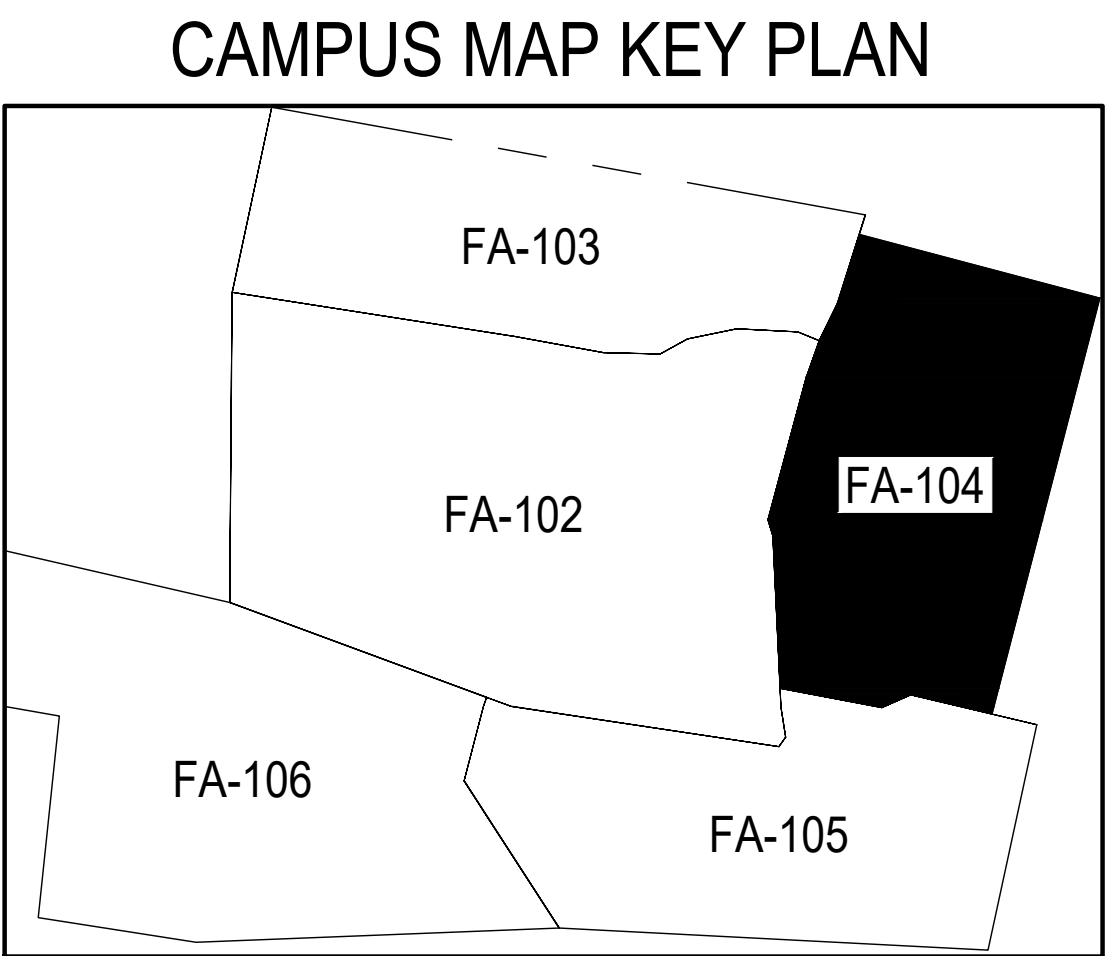




MAP LEGEND

URI BUILDING INCLUDED IN SCOPE OF WORK

BUILDING NOT INCLUDED IN SCOPE OF WORK



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REVISION		
NO.	REVISION	DATE

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KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

ADDRESS URI KINGSTON CAMPUS  
KINGSTON, RI 02881

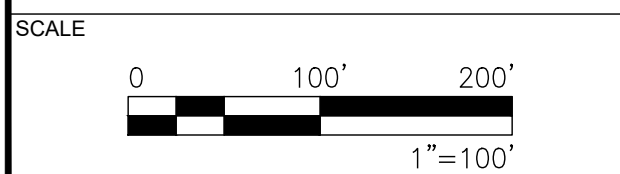
PROJECT NO 1MJB00329.053

DATE OCTOBER 7, 2022

DESIGN RCM / EBJ

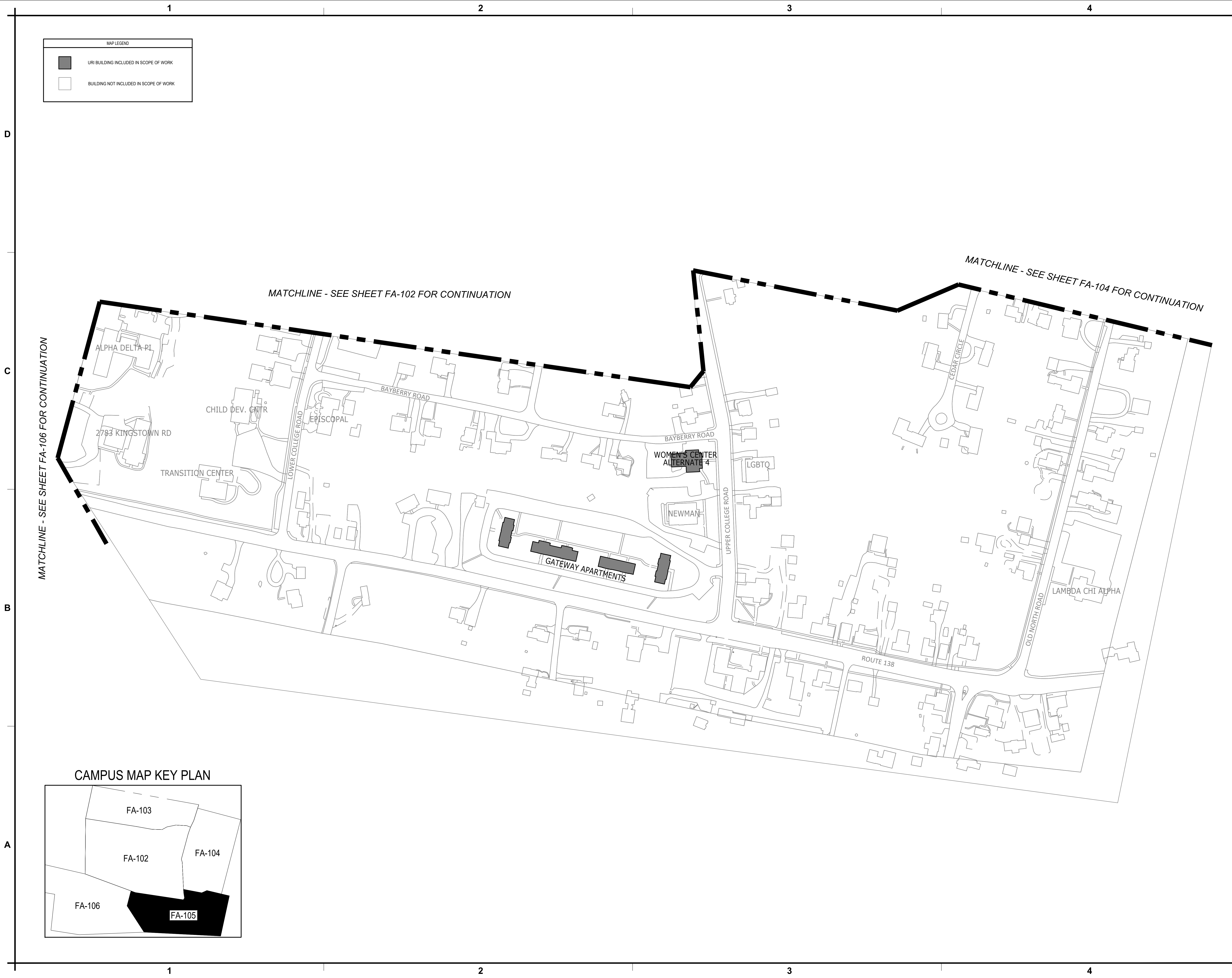
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CAMPUS MAP -  
EAST SECTION

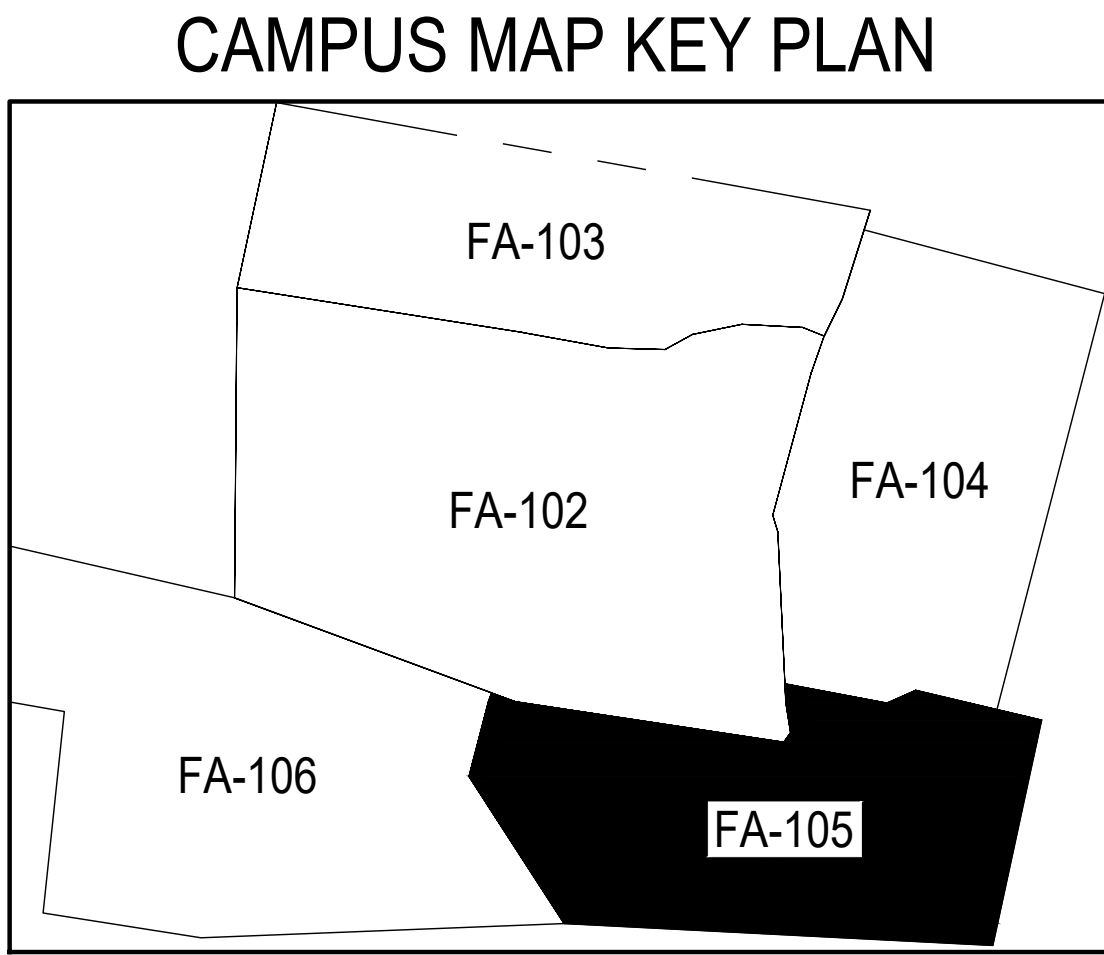




MAP LEGEND

URI BUILDING INCLUDED IN SCOPE OF WORK

BUILDING NOT INCLUDED IN SCOPE OF WORK



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KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

ADDRESS  
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KINGSTON, RI 02881

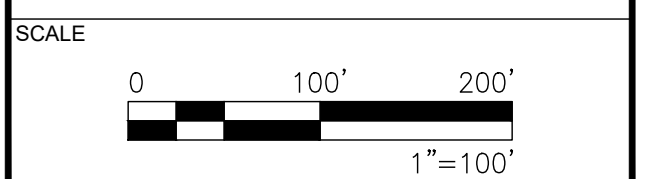
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CLC / RCM

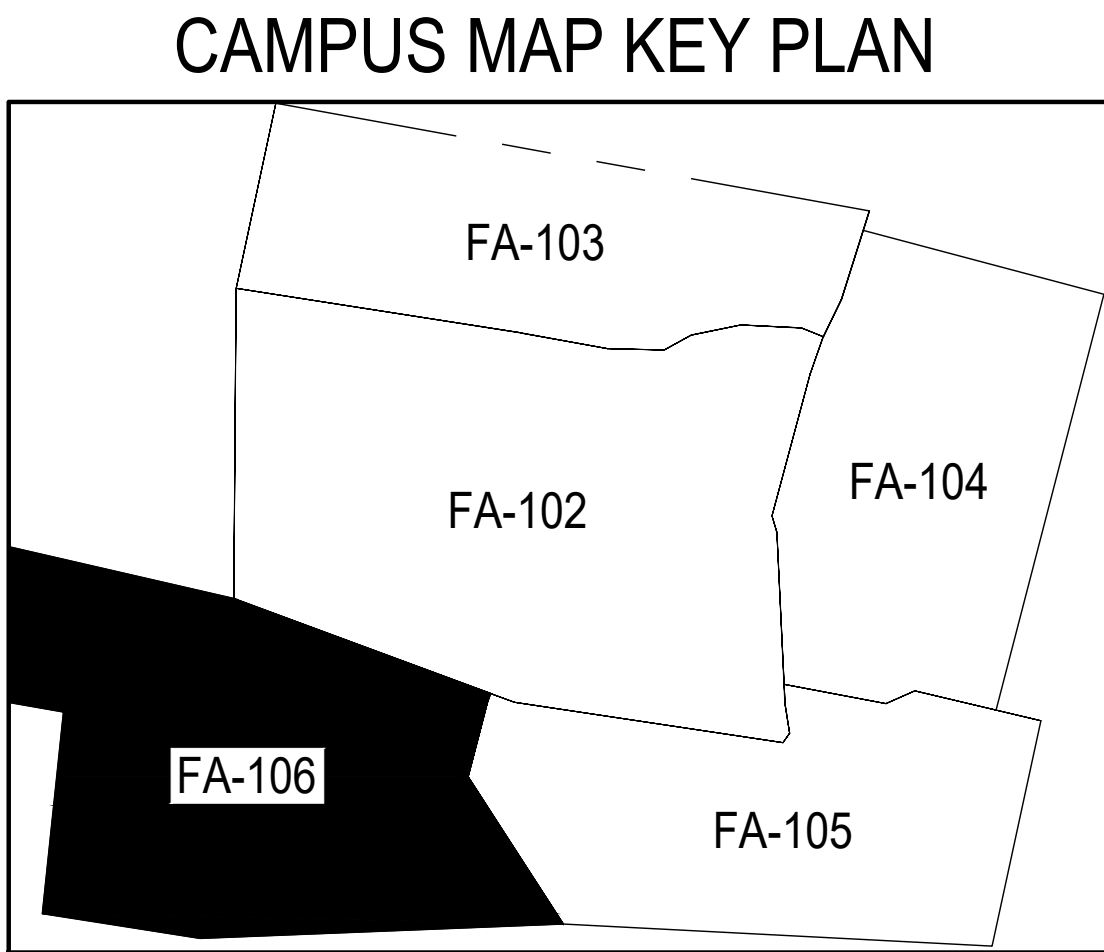
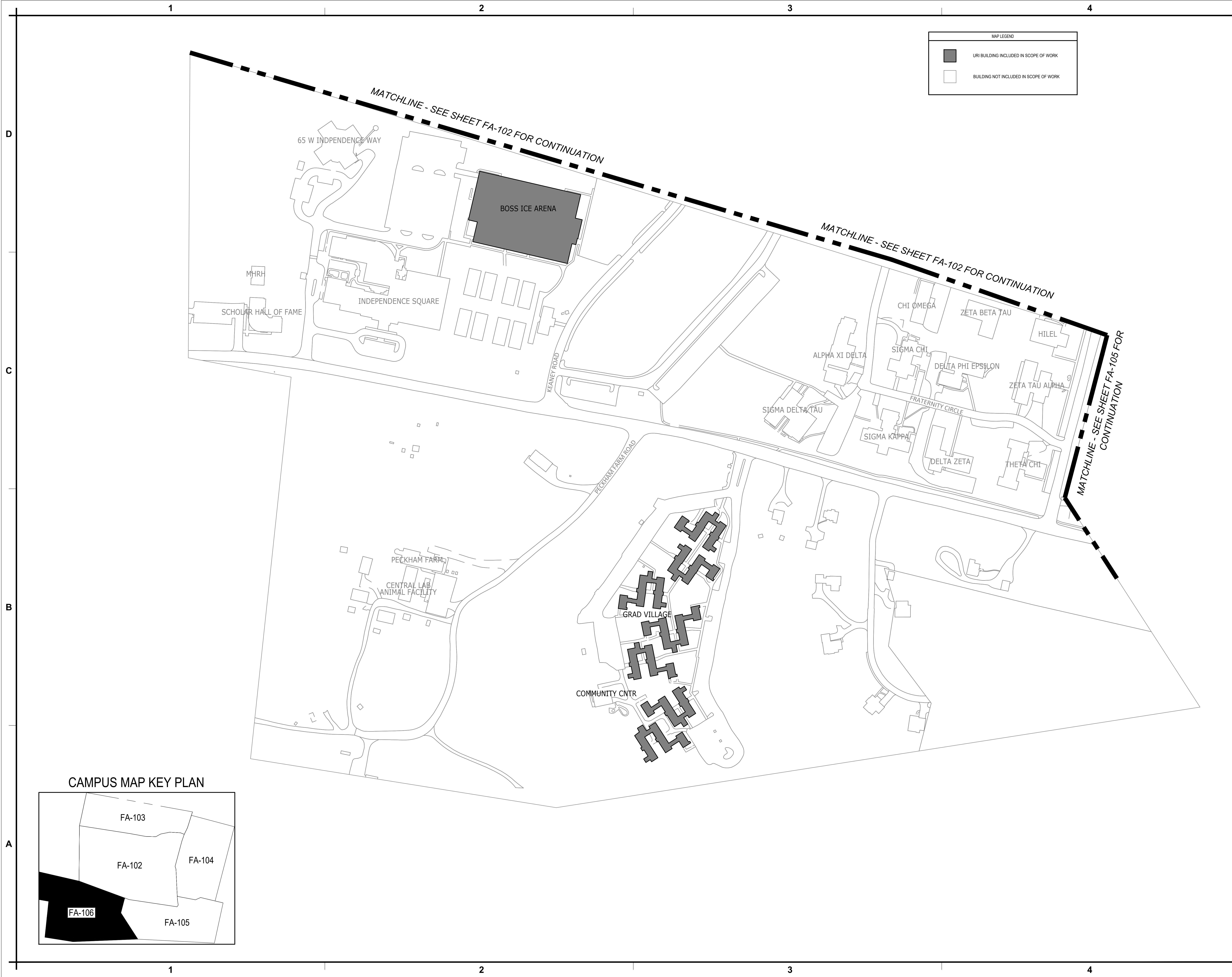
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TITLE  
CAMPUS MAP -  
SOUTHEAST SECTION

NUMBER  
FA-105

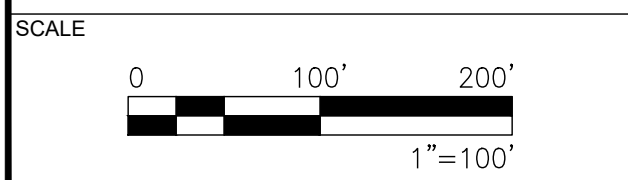




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REVISION		
NO.	REVISION	DATE

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1MJB00329.053	
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EBJ / JWS	



TITLE

CAMPUS MAP -  
SOUTHWEST SECTION

NUMBER

FA-106

SHEET 7 OF 34



LEGEND

NEW MESH RADIO COMMUNICATION PATH

NEW HARDWIRED COMMUNICATION PATH

EXISTING MESH RADIO COMMUNICATION PATH

EXISTING HARDWIRED COMMUNICATION PATH

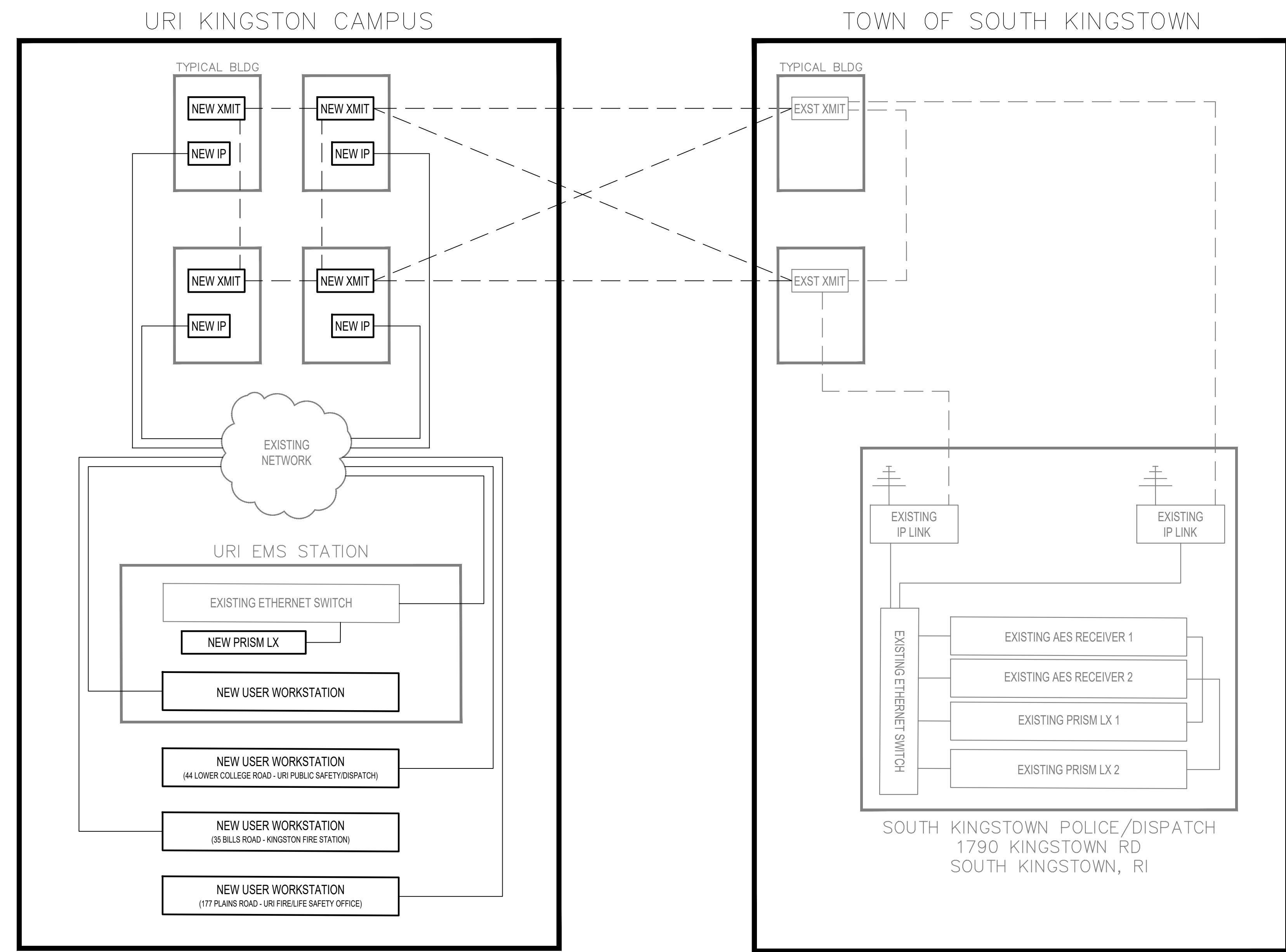
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SYSTEM INPUTS	REQUIRED SYSTEM OUTPUTS			
	RADIO ALARM TRANSMITTER SIGNALS		IP DATA GATHERING MODULE SIGNALS	
<div>TRANSFORMER ALARM (NOTED ON SCHEDULE) WATERFLOW SIGNAL (NOTED ON SCHEDULE) TWO-STEP SMOKE DETECTOR (NOTED ON SCHEDULE) TWO-STEP HEAT DETECTOR (NOTED ON SCHEDULE) TWO-STEP MANUAL PULL STATION (NOTED ON SCHEDULE) TWO-STEP AUTOMATIC SMOKE DETECTOR (NOTED ON SCHEDULE) TWO-STEP AUTOMATIC HEAT DETECTOR (NOTED ON SCHEDULE) TWO-STEP ALL OTHER ALARM SIGNALS (NOTED ON SCHEDULE) TWO-STEP SPECIAL SUPPRESSION SYSTEM (NOTED ON SCHEDULE) TWO-STEP DUCT SMOKE DETECTOR (NOTED ON SCHEDULE) TWO-STEP SPRINKLER VALVE SUPERVISION (NOTED ON SCHEDULE) TWO-STEP FIRE PUMP RUNNING (NOTED ON SCHEDULE) TWO-STEP FIRE PUMP CONTROLLER TROUBLE (NOTED ON SCHEDULE) TWO-STEP FIRE PUMP POWER LOSS (NOTED ON SCHEDULE) TWO-STEP FIRE PUMP PHASE REVERSAL (NOTED ON SCHEDULE) TWO-STEP FIRE PUMP ON SECONDARY POWER (NOTED ON SCHEDULE) TWO-STEP DRY SPRINKLER SYSTEM LOW/HIGH AIR PRESSURE (NOTED ON SCHEDULE) TWO-STEP LOW TEMPERATURE SWITCH (NOTED ON SCHEDULE) TWO-STEP ALL OTHER SUPERVISORY SIGNALS (NOTED ON SCHEDULE) TWO-STEP TROUBLE SIGNALS (NOTED ON SCHEDULE) TWO-STEP CONTROL EQUIPMENT AC POWER FAILURE (NOTED ON SCHEDULE) TWO-STEP CIRCUIT GROUND FAULT (NOTED ON SCHEDULE) TWO-STEP OPEN CIRCUIT/SHORT CIRCUIT (NOTED ON SCHEDULE) TWO-STEP RADIO ALARM TRANSMITTER GENERAL TROUBLE (NOTED ON SCHEDULE) TWO-STEP RADIO ALARM TRANSMITTER BYPASS (NOTED ON SCHEDULE) TWO-STEP IP DATA GATHERING MODULE GENERAL TROUBLE (NOTED ON SCHEDULE) TWO-STEP ALL OTHER TROUBLE SIGNALS (NOTED ON SCHEDULE)</div>				
<div>ALARM SIGNALS</div> <div>SPRINKLER ZONE (SECTIONAL) WATERFLOW</div> <div>SPRINKLER MAIN WATERFLOW</div> <div>MANUAL PULL STATION</div> <div>AUTOMATIC SMOKE DETECTOR</div> <div>AUTOMATIC HEAT DETECTOR</div> <div>ALL OTHER ALARM SIGNALS</div> <div>SPECIAL SUPPRESSION SYSTEM (SEE NOTE 3)</div> <div>SUPERVISORY SIGNALS</div> <div>DUCT SMOKE DETECTOR</div> <div>SPRINKLER VALVE SUPERVISION</div> <div>FIRE PUMP RUNNING (SEE NOTE 2)</div> <div>FIRE PUMP CONTROLLER TROUBLE</div> <div>FIRE PUMP POWER LOSS</div> <div>FIRE PUMP PHASE REVERSAL</div> <div>FIRE PUMP ON SECONDARY POWER</div> <div>DRY SPRINKLER SYSTEM LOW/HIGH AIR PRESSURE</div> <div>LOW TEMPERATURE SWITCH</div> <div>ALL OTHER SUPERVISORY SIGNALS</div> <div>TROUBLE SIGNALS</div> <div>CONTROL EQUIPMENT AC POWER FAILURE</div> <div>CIRCUIT GROUND FAULT</div> <div>OPEN CIRCUIT/SHORT CIRCUIT</div> <div>RADIO ALARM TRANSMITTER GENERAL TROUBLE</div> <div>RADIO ALARM TRANSMITTER BYPASS</div> <div>IP DATA GATHERING MODULE GENERAL TROUBLE</div> <div>ALL OTHER TROUBLE SIGNALS</div>				
<div>NOTES:</div> <div>1. A MINIMUM OF ONE (1) (5) ZONES SHALL BE ALARM ZONES, DEPENDING ON THE NUMBER OF FLOORS IN THE BUILDING. IF THE NUMBER OF FLOORS EXCEEDS 10, THE ZONES SHALL BE GROUPED TOGETHER IN GROUPS OF FLOOR CONTRACTOR SHALL PROPOSE ZONES TO BE BY THE OWNER AND</div> <div>2. A SEPARATE RADIO ALARM SIGNAL TO SOUTH FIRE PUMP RUNNING 1) RYAN CENTER, 2) W 3) FASCITELLE</div> <div>3. A SEPARATE RADIO ALARM SIGNAL TO SOUTH FIRE PUMP RUNNING 1) RYAN CENTER, 2) W 3) FASCITELLE</div>				

- MATRIX NOTES:
- A MINIMUM OF ONE (1) ZONE AND A MAXIMUM OF FIVE (5) ZONES SHALL BE CONFIGURED FOR GENERAL ALARM ZONES. DEPENDING ON THE NUMBER OF FLOORS IN A BUILDING WHERE THE NUMBER OF FLOORS EXCEEDS FIVE (5), FLOORS SHALL BE GROUPED TOGETHER INTO NOT MORE THAN FIVE (5) GROUPS OF FLOOR. FOR EACH BUILDING, THE CONTRACTOR SHALL PREPARE A SCHEDULE OF PROPOSED ZONES TO BE PROGRAMMED FOR REVIEW BY THE OWNER AND THE ENGINEER.
  - A SEPARATE RADIO ALARM TRANSMITTER ZONE SHALL BE PROVIDED TO TRANSMIT FIRE PUMP RUNNING SIGNAL TO SOUTH KINGSTOWN POLICE/DISPATCH. FIRE PUMP RUNNING ZONE SHALL BE PROVIDED FOR: 1) RYAN CENTER, 2) WILEY HALL, 3) BEAUPRE CENTER, 4) CBL, 5) FASGOTELLI ENGINEERING.
  - A SEPARATE RADIO ALARM TRANSMITTER ZONE SHALL BE PROVIDED TO TRANSMIT SPECIAL SUPPRESSION SYSTEM ACTIVATION SIGNALS TO SOUTH KINGSTOWN POLICE/DISPATCH. SPECIAL SUPPRESSION SYSTEM ZONE SHALL BE PROVIDED FOR: 1) INERGEN SUPPRESSION SYSTEM IN CAROTHERS LIBRARY, AND 2) FIRE FLEX FOAM SUPPRESSION SYSTEM IN BEAUPRE CENTER.

SEQUENCE OF OPERATIONS MATRIX

SCALE: NOT TO SCALE

SEAL

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KEY PLAN

NO.	REVISION	DATE

PROJECT  
UNIVERSITY OF RHODE ISLAND  
KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

ADDRESS  
URI KINGSTON CAMPUS  
KINGSTON, RI 02881

PROJECT NO  
1MJB00329.053

DATE  
OCTOBER 7, 2022

DESIGN  
RCM / EBJ

DRAWN BY  
CLC / RCM

CHECKED BY  
EBJ / JWS

SCALE

TITLE  
REPORTING SYSTEM  
BLOCK DIAGRAM & SEQUENCE  
OF OPERATIONS MATRIX

NUMBER  
FA-107

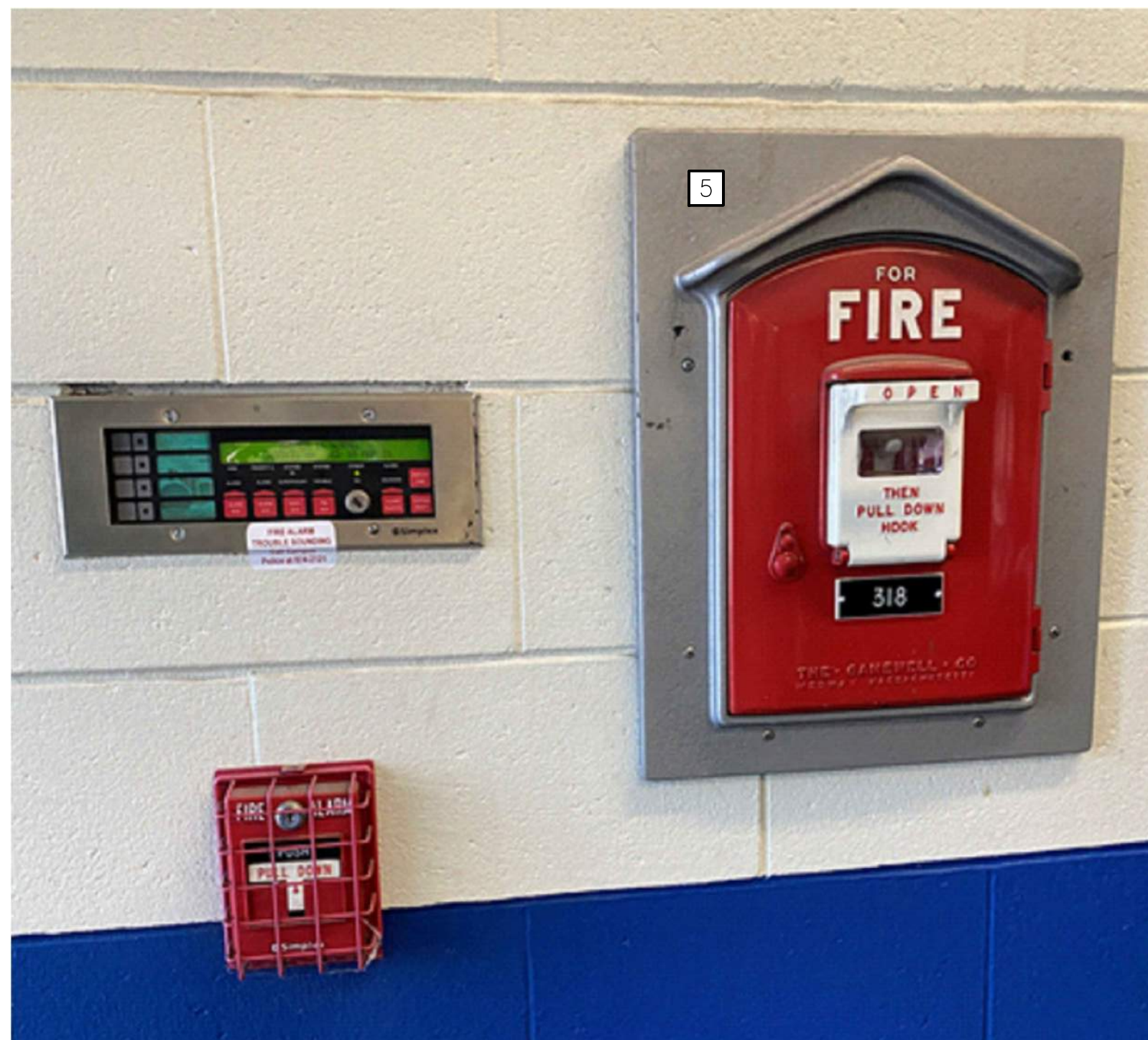




1 BOSS ICE ARENA - EXISTING FIRE ALARM CONTROL PANEL  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE

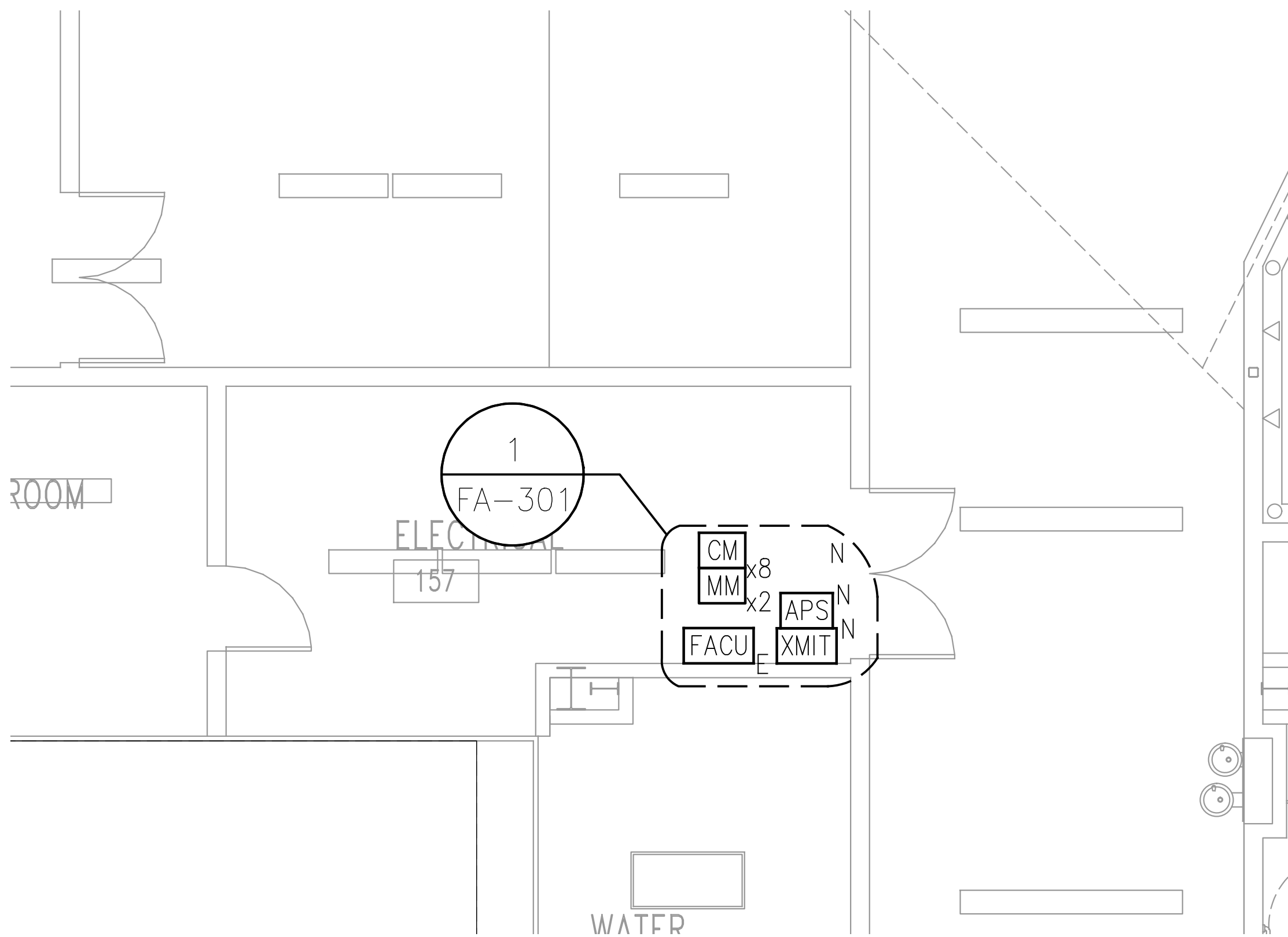
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EXISTING FACU: SIMPLEX 4100



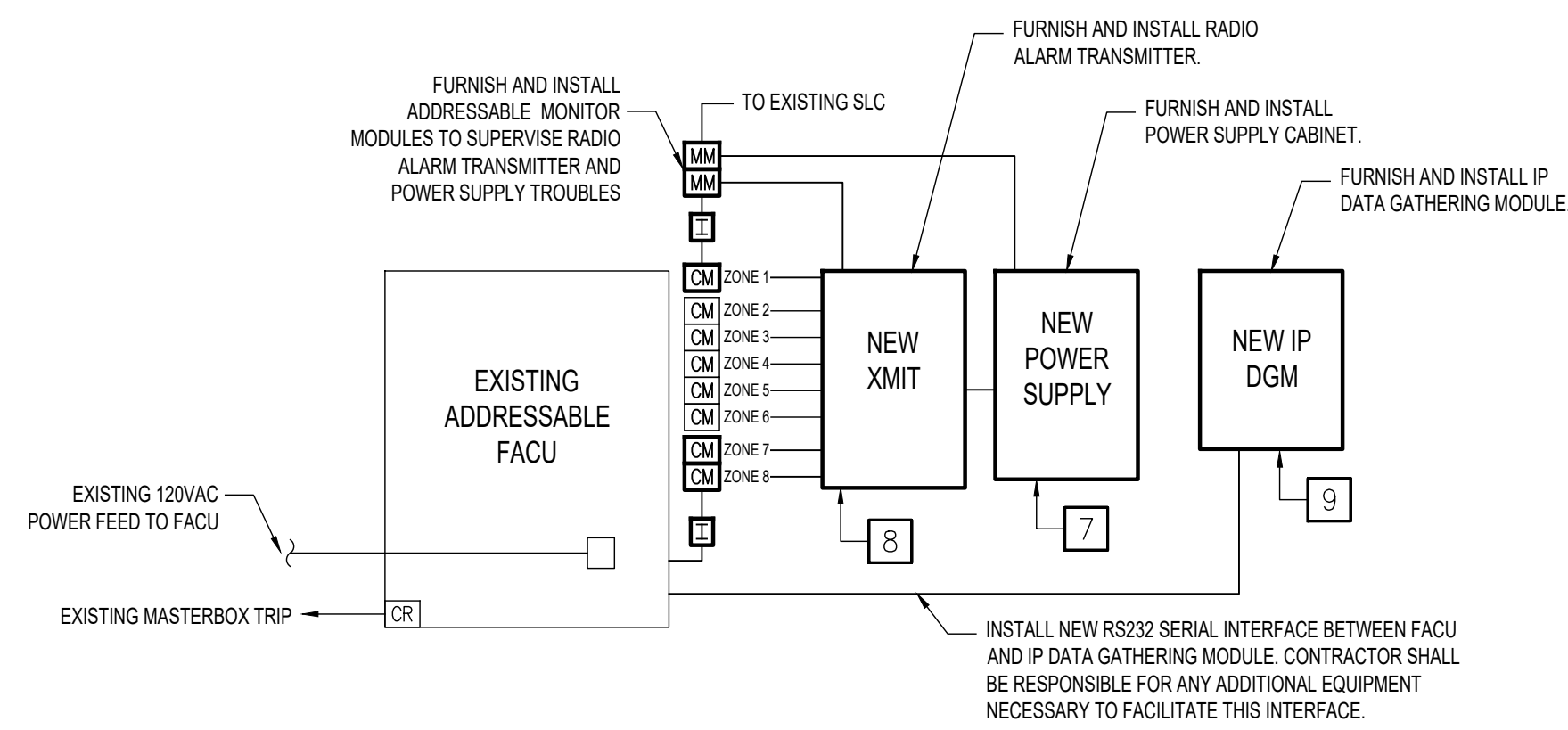
2 BOSS ICE ARENA - EXISTING MASTERBOX  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE

SCALE: N.T.S.



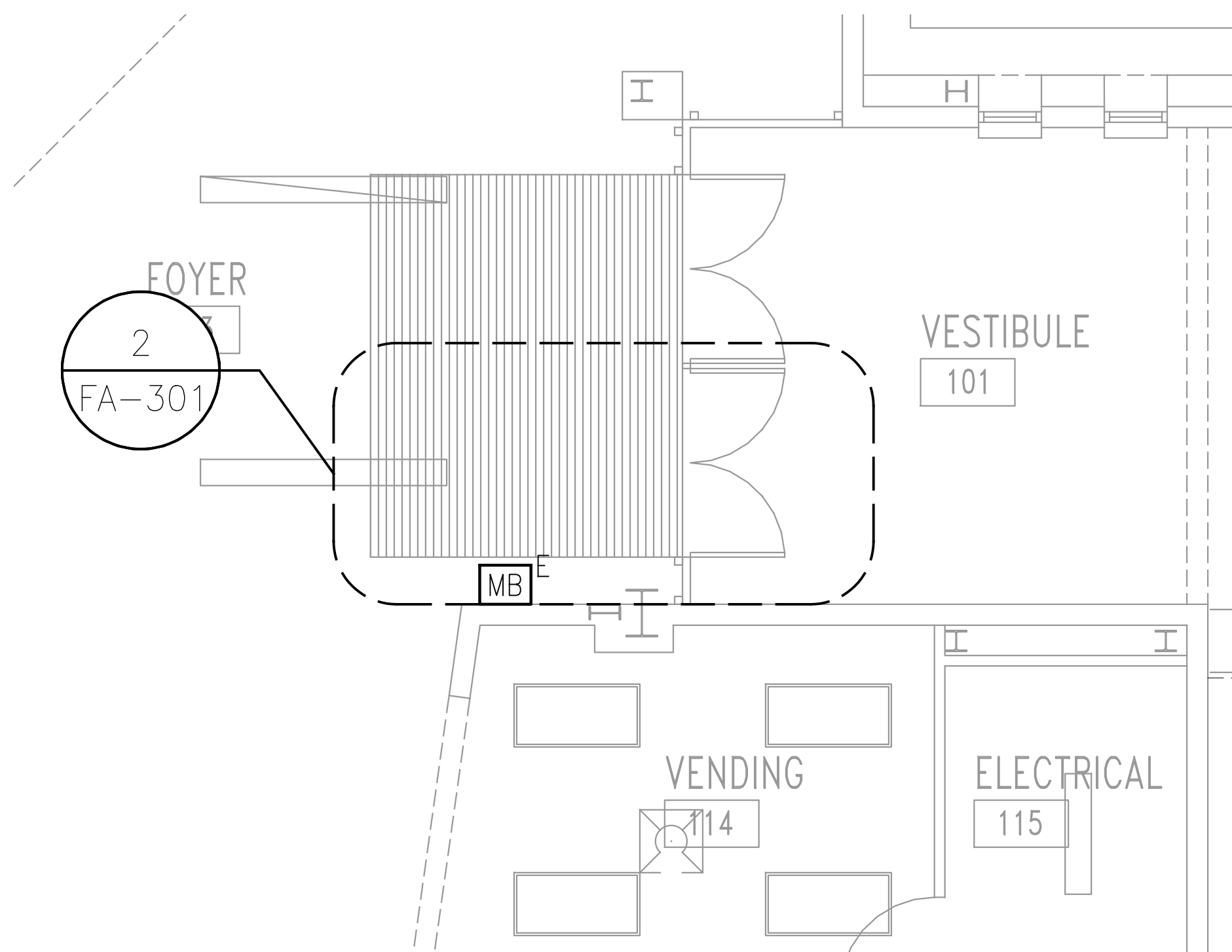
1 BOSS ICE ARENA - EXISTING FIRE ALARM CONTROL PANEL  
ELECTRICAL ROOM (157) - SECTION VIEW

SCALE: 1/4" = 1'0"



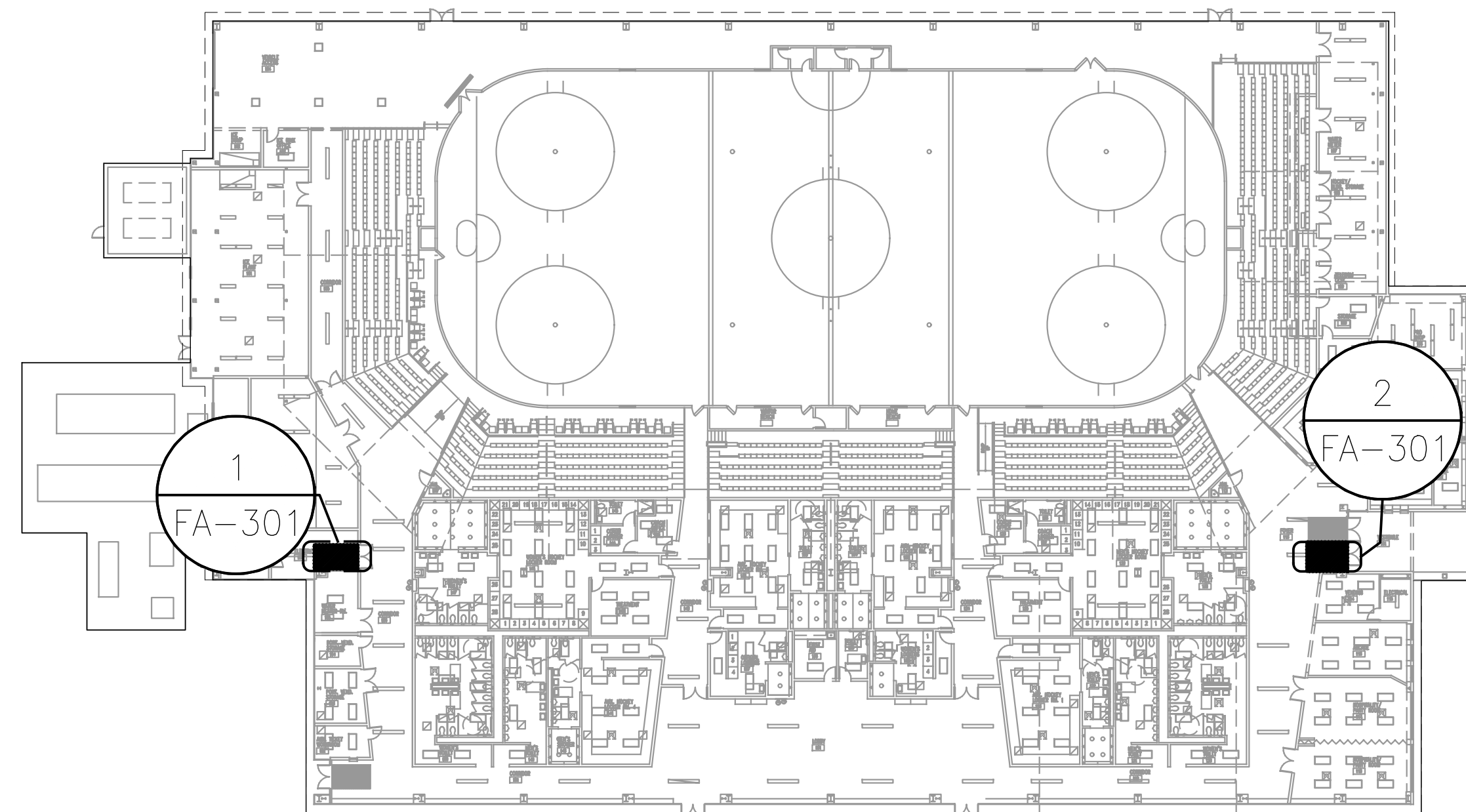
TYPICAL COMPATIBLE ADDRESSABLE FACU  
INTERFACE TO TRANSMITTERS DETAIL

SCALE: N.T.S.



2 BOSS ICE ARENA - EXISTING MASTERBOX  
VESTIBULE (101) - SECTION VIEW

SCALE: 1/4" = 1'0"



BOSS ICE ARENA KEY PLAN

SCALE: N.T.S.

#### KEYNOTES

1. INSTALL NEW RADIO ALARM TRANSMITTER.
2. INSTALL NEW AUXILIARY POWER SUPPLY.
3. INSTALL NEW IP DATA GATHERING MODULE AND CONNECT TO ETHERNET PATCH PANEL.
4. INSTALL NEW WIRING IN EXPOSED EMT.
5. EXISTING MASTERBOX TO REMAIN.
6. NOT USED.
7. PROVIDE 120VAC PRIMARY POWER FROM DEDICATED CIRCUIT FIRE ALARM CIRCUIT. NEW DEDICATED CIRCUIT SHALL BE PROVIDED FROM EXISTING ELECTRICAL DISTRIBUTION PANEL, OR DEDICATED CIRCUIT MAY BE EXTENDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, WHERE PRACTICAL AND SPARE CAPACITY EXISTS. PROVIDE BACKUP BATTERIES SIZED ACCORDINGLY TO POWER THE CONNECTED LOAD FOR A MINIMUM OF 80 HOURS.
8. PROVIDE 24VDC PRIMARY POWER FROM NEW POWER SUPPLY. PROVIDE RADIO TRANSMITTER WITH ONE (1) 12AH BATTERY FOR BACKUP POWER. ADDITIONAL BATTERY BACKUP SHALL BE PROVIDED BY THE POWER SUPPLY BATTERIES.
9. PROVIDE 24VDC PRIMARY POWER TO IP DATA GATHERING MODULE. 24VDC POWER SHALL BE PROVIDED FROM EITHER NEW POWER SUPPLY OR EXISTING FIRE ALARM CONTROL EQUIPMENT. WHERE 24VDC POWER IS PROVIDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING UPDATED BATTERY CALCULATIONS AND UPSIZING EXISTING CONTROL EQUIPMENT BATTERIES AS NECESSARY. IP DATA GATHERING MODULE SHALL BE PROVIDED.

IT IS A VIOLATION OF STATE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER, TO ALTER THIS DRAWING IN ANY WAY. IF AN ITEM IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO THE ITEM HIS/HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS/HER SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

KEY PLAN

NO.	REVISION	DATE

PROJECT  
UNIVERSITY OF RHODE ISLAND  
KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

ADDRESS  
URI KINGSTON CAMPUS  
KINGSTON, RI 02881

PROJECT NO  
1MJB00329.053

DATE  
OCTOBER 7, 2022

DESIGN  
RCM / EBJ

DRAWN BY  
CLC / RCM

CHECKED BY  
EBJ / JWS

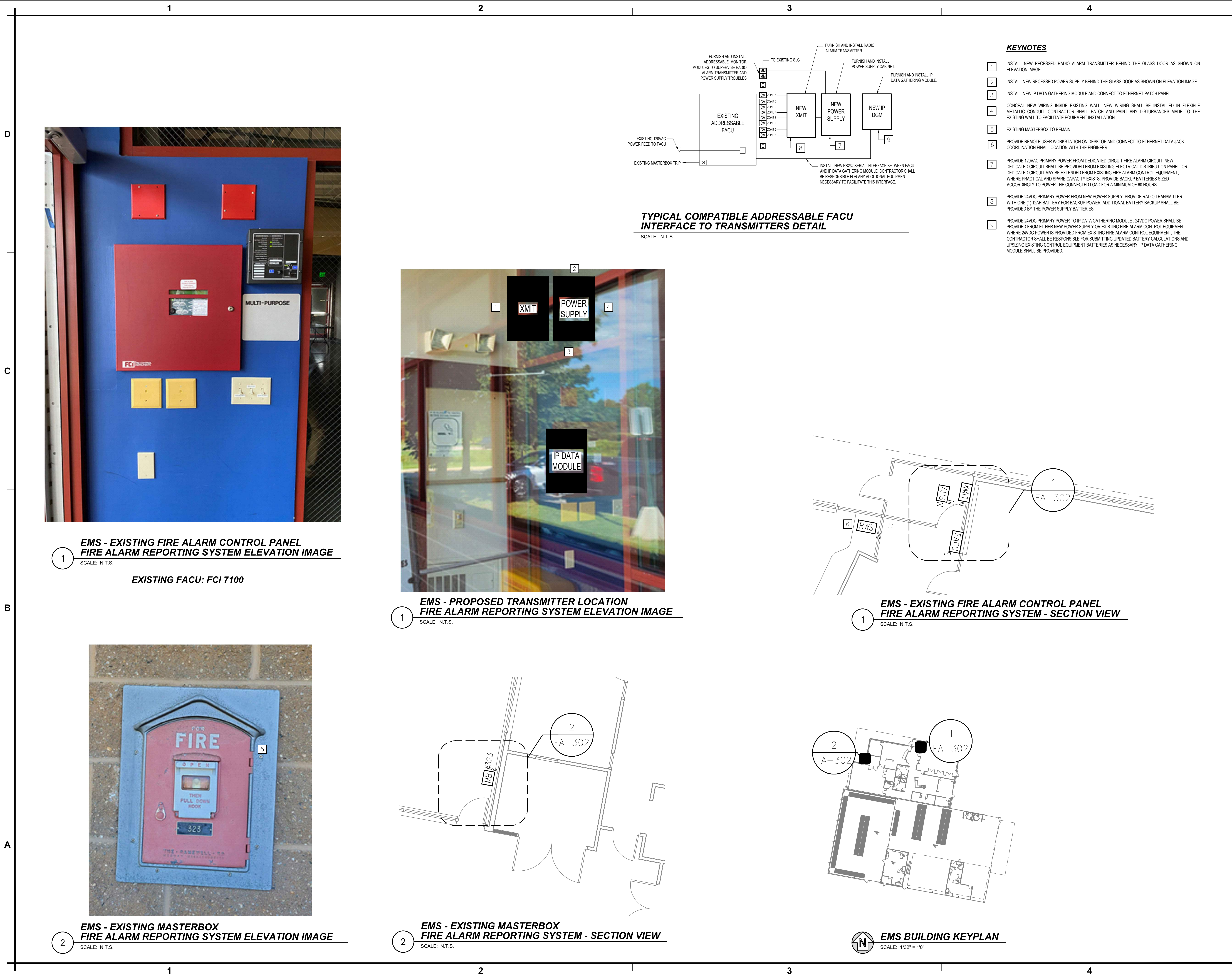
SCALE

TITLE  
BOSS ICE ARENA FIRE ALARM  
REPORTING PLAN

NUMBER  
FA-301

SHEET  
9 OF 34





SEAL

IT IS A VIOLATION OF STATE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER, TO ALTER THIS DRAWING IN ANY WAY. IF AN ITEM IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO THE ITEM HIS/HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS/HER SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

NO.	REVISION	DATE

PROJECT  
UNIVERSITY OF RHODE ISLAND  
KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

ADDRESS  
URI KINGSTON CAMPUS  
KINGSTON, RI 02881

PROJECT NO  
1MJB00329.053

DATE  
OCTOBER 7, 2022

DESIGN  
RCM / EBJ

DRAWN BY  
CLC / RCM

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EBJ / JWS

SCALE

TITLE  
EMERGENCY MEDICAL  
SERVICES (EMS) BUILDING FIRE  
ALARM REPORTING PLAN

NUMBER  
FA-302

SHEET  
10 OF 34



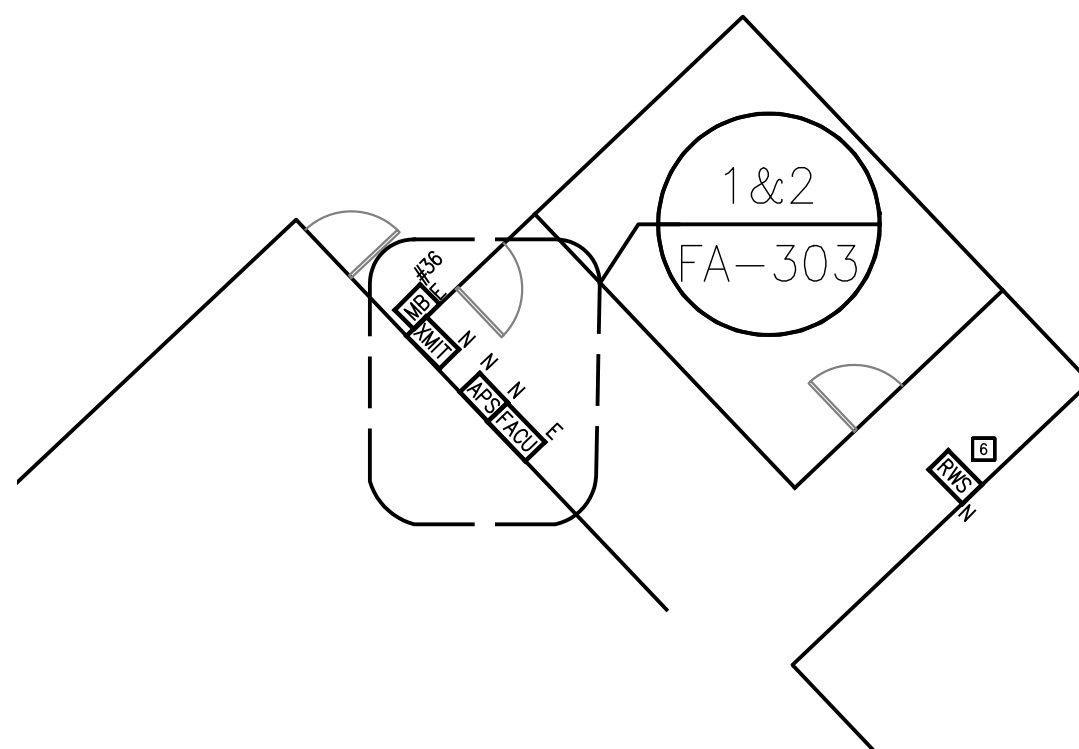


1 **FLS - EXISTING FIRE ALARM CONTROL PANEL  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE**  
SCALE: N.T.S.

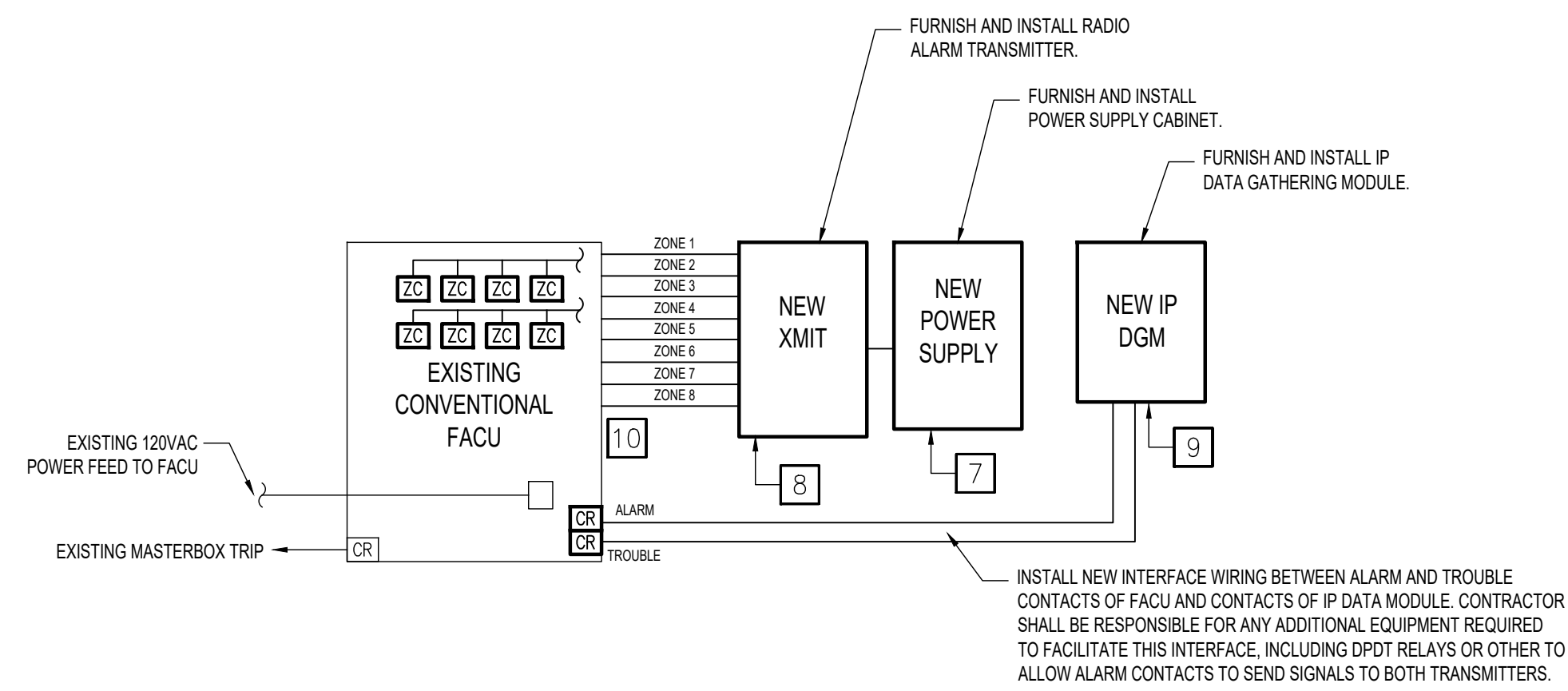
EXISTING FACU: FCI FC-72



1+2 **FLS - EXISTING FACP & MASTERBOX  
SECTION VIEW**  
SCALE: N.T.S.

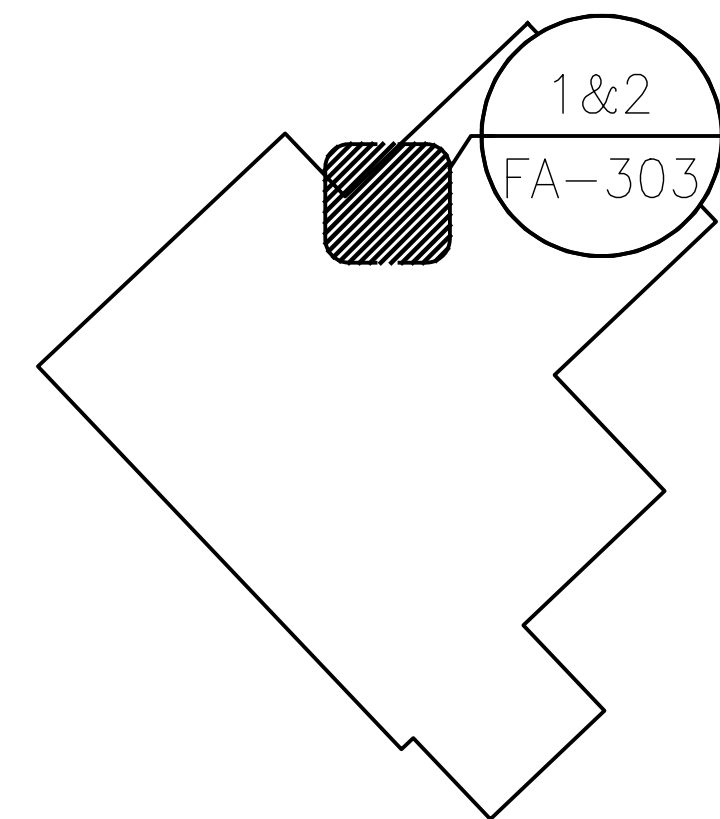


1+2 **FLS - EXISTING FACP & MASTERBOX  
SECTION VIEW**  
SCALE: N.T.S.



**TYPICAL CONVENTIONAL FACU  
INTERFACE TO TRANSMITTERS DETAIL**

SCALE: N.T.S.



**FIRE & LIFE SAFETY BUILDING KEY PLAN**  
SCALE: 1/16" = 1'0"

**KEYNOTES**

1. INSTALL NEW RADIO ALARM TRANSMITTER.
2. INSTALL NEW AUXILIARY POWER SUPPLY.
3. INSTALL NEW IP DATA GATHERING MODULE AND CONNECT TO ETHERNET PATCH PANEL.
4. INSTALL NEW WIRING IN EXPOSED EMT.
5. EXISTING MASTERBOX TO REMAIN.
6. PROVIDE REMOTE USER WORKSTATION ON DESKTOP AND CONNECT TO ETHERNET DATA JACK. COORDINATION FINAL LOCATION WITH THE ENGINEER.
7. PROVIDE 120VAC PRIMARY POWER FROM DEDICATED CIRCUIT FIRE ALARM CIRCUIT. NEW DEDICATED CIRCUIT SHALL BE PROVIDED FROM EXISTING ELECTRICAL DISTRIBUTION PANEL, OR DEDICATED CIRCUIT MAY BE EXTENDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, WHERE PRACTICAL AND SPARE CAPACITY EXISTS. PROVIDE BACKUP BATTERIES SIZED ACCORDINGLY TO POWER THE CONNECTED LOAD FOR A MINIMUM OF 60 HOURS.
8. PROVIDE 24VDC PRIMARY POWER FROM NEW POWER SUPPLY. PROVIDE RADIO TRANSMITTER WITH ONE (1) 12AH BATTERY FOR BACKUP POWER. ADDITIONAL BATTERY BACKUP SHALL BE PROVIDED BY THE POWER SUPPLY BATTERIES.
9. PROVIDE 24VDC PRIMARY POWER TO IP DATA GATHERING MODULE. 24VDC POWER SHALL BE PROVIDED FROM EITHER NEW POWER SUPPLY OR EXISTING FIRE ALARM CONTROL EQUIPMENT. WHERE 24VDC POWER IS PROVIDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING UPDATED BATTERY CALCULATIONS AND UPSIZING EXISTING CONTROL EQUIPMENT BATTERIES AS NECESSARY. IP DATA GATHERING MODULE SHALL BE PROVIDED.
10. EXTEND EXISTING INITIATING DEVICE CIRCUIT FROM CONVENTIONAL PANEL OR NEAREST FIELD DEVICE TO CONNECT TO TROUBLE CONTACTS ON NEW RADIO ALARM TRANSMITTER AND NEW POWER SUPPLY. EXISTING FIRE ALARM SYSTEM SHALL SUPERVISE RADIO ALARM TRANSMITTER AND POWER SUPPLY FOR GENERAL FAULTS.
11. DISCONNECT AND REMOVE EXISTING DIALER AND/OR EXISTING IP COMMUNICATOR AS PART OF THIS WORK.

NO.	REVISION	DATE

PROJECT  
UNIVERSITY OF RHODE ISLAND  
KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

ADDRESS  
URI KINGSTON CAMPUS  
KINGSTON, RI 02881

PROJECT NO  
1MJB00329.053

DATE  
OCTOBER 7, 2022

DESIGN  
RCM / EBJ

DRAWN BY  
CLC / RCM

CHECKED BY  
EBJ / JWS

SCALE

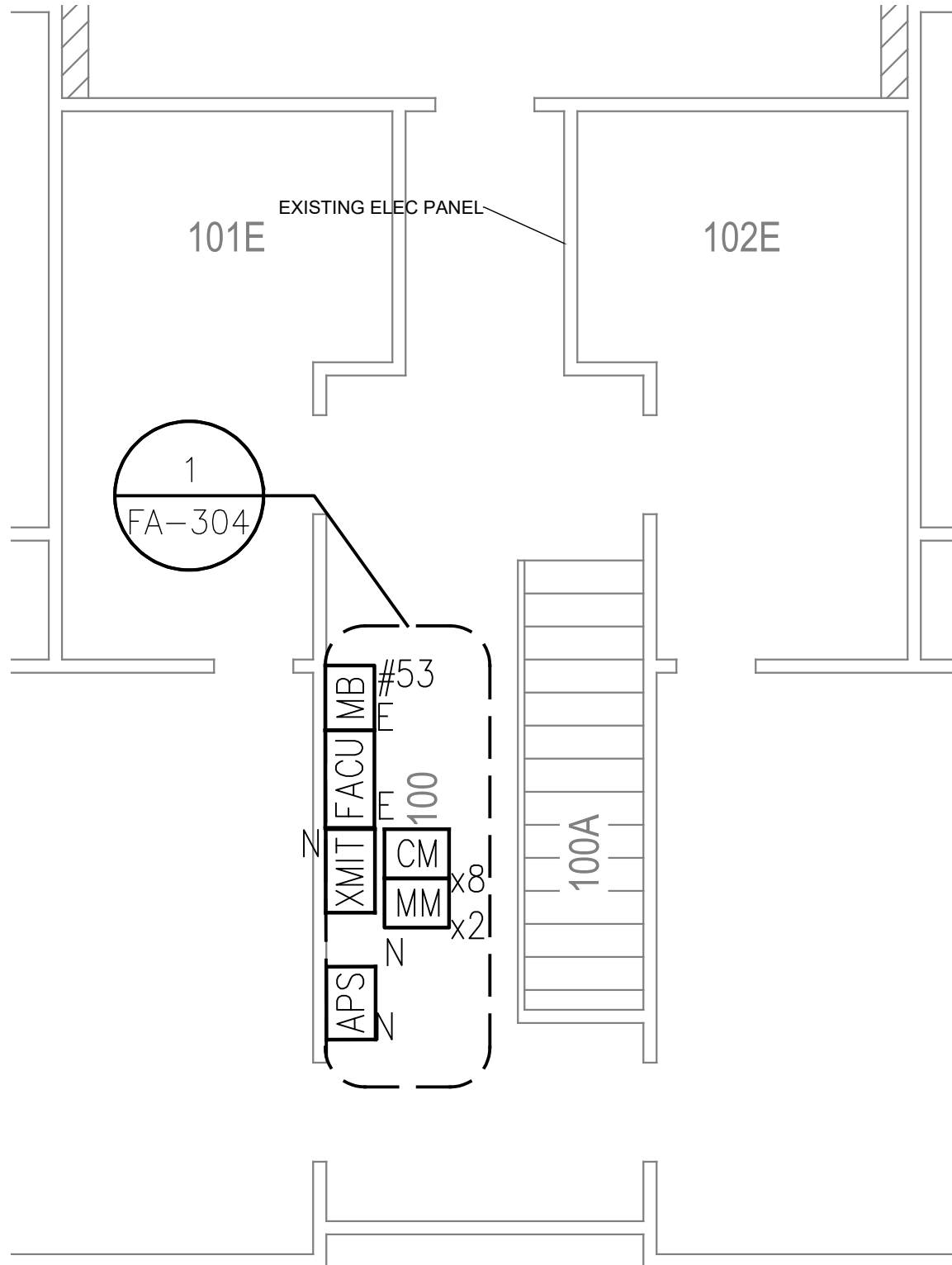
TITLE  
FIRE & LIFE SAFETY BUILDING FIRE  
ALARM REPORTING PLAN

NUMBER  
**FA-303**



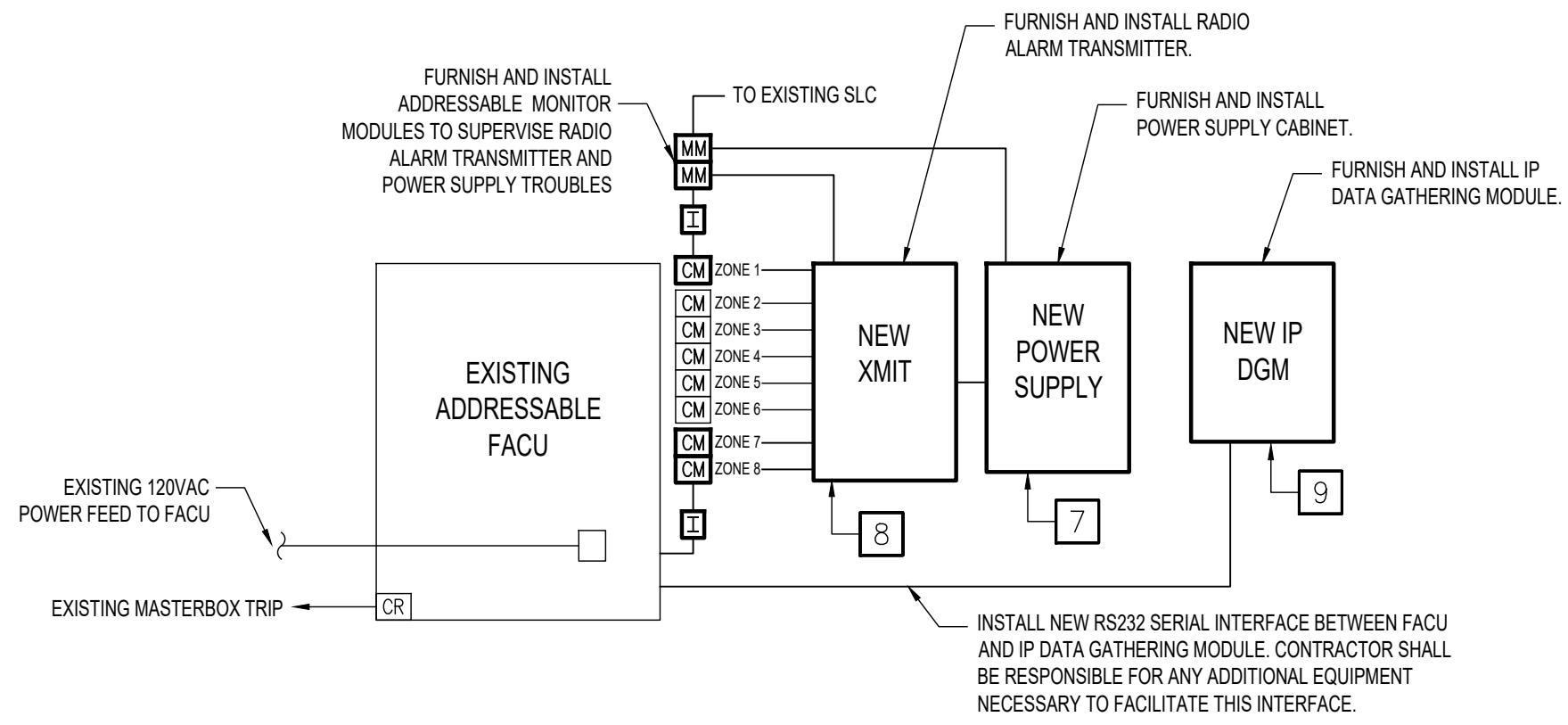


**GATEWAY APT #2 - FIRE ALARM CONTROL PANEL  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE**  
SCALE: N.T.S.

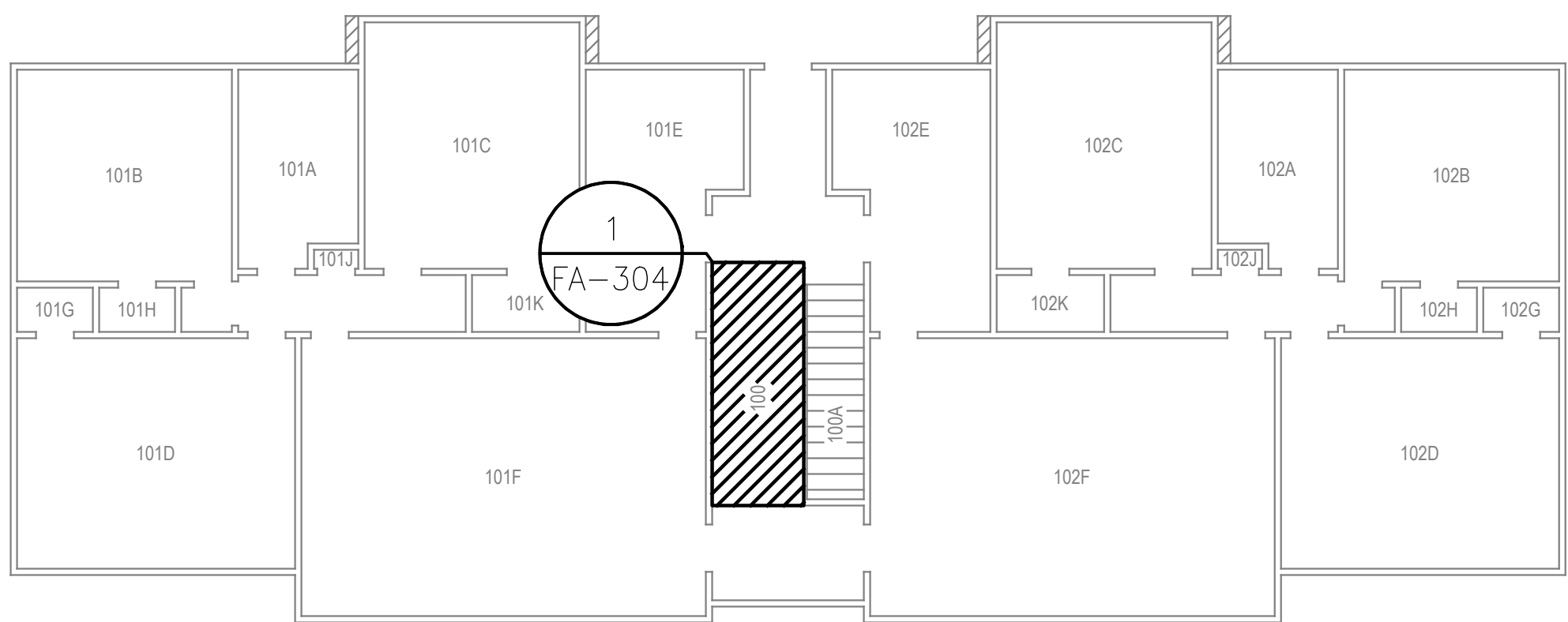


**GATEWAY APT #2 - FIRE ALARM CONTROL PANEL  
FIRST FLOOR LOBBY - SECTION VIEW**  
SCALE: 1/4" = 1'-0"

- KEYNOTES**
1. INSTALL NEW RADIO ALARM TRANSMITTER.
  2. INSTALL NEW AUXILIARY POWER SUPPLY.
  3. INSTALL NEW IP DATA GATHERING MODULE AND CONNECT TO ETHERNET PATCH PANEL.
  4. INSTALL NEW WIRING IN EXPOSED EMT.
  5. PAINT ANY EXPOSED CONDUIT AND/OR JUNCTION BOXES TO MATCH EXISTING CONDITIONS.
  6. EXISTING MASTERBOX TO REMAIN.
  7. PROVIDE 120VAC PRIMARY POWER FROM DEDICATED CIRCUIT FIRE ALARM CIRCUIT. NEW DEDICATED CIRCUIT SHALL BE PROVIDED FROM EXISTING ELECTRICAL DISTRIBUTION PANEL, OR DEDICATED CIRCUIT MAY BE EXTENDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, WHERE PRACTICAL AND SPARE CAPACITY EXISTS. PROVIDE BACKUP BATTERIES SIZED ACCORDINGLY TO POWER THE CONNECTED LOAD FOR A MINIMUM OF 60 HOURS.
  8. PROVIDE 24VDC PRIMARY POWER FROM NEW POWER SUPPLY. PROVIDE RADIO TRANSMITTER WITH ONE (1) 12AH BATTERY FOR BACKUP POWER. ADDITIONAL BATTERY BACKUP SHALL BE PROVIDED BY THE POWER SUPPLY BATTERIES.
  9. PROVIDE 24VDC PRIMARY POWER TO IP DATA GATHERING MODULE. 24VDC POWER SHALL BE PROVIDED FROM EITHER NEW POWER SUPPLY OR EXISTING FIRE ALARM CONTROL EQUIPMENT. WHERE 24VDC POWER IS PROVIDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING UPDATED BATTERY CALCULATIONS AND UPSIZING EXISTING CONTROL EQUIPMENT BATTERIES AS NECESSARY. IP DATA GATHERING MODULE SHALL BE PROVIDED.



**TYPICAL COMPATIBLE ADDRESSABLE FACU  
INTERFACE TO TRANSMITTERS DETAIL**  
SCALE: N.T.S.



**GATEWAY APARTMENT #2 - KEY PLAN**  
SCALE: N.T.S.

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NO.	REVISION	DATE

PROJECT  
UNIVERSITY OF RHODE ISLAND  
KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

ADDRESS  
URI KINGSTON CAMPUS  
KINGSTON, RI 02881

PROJECT NO  
1MJB00329.053

DATE  
OCTOBER 7, 2022

DESIGN  
RCM / EBJ

DRAWN BY  
CLC / RCM

CHECKED BY  
EBJ / JWS

SCALE

TITLE  
GATEWAY APARTMENTS #2,4,6,7,8  
FIRE ALARM REPORTING PLAN

NUMBER  
**FA-304**

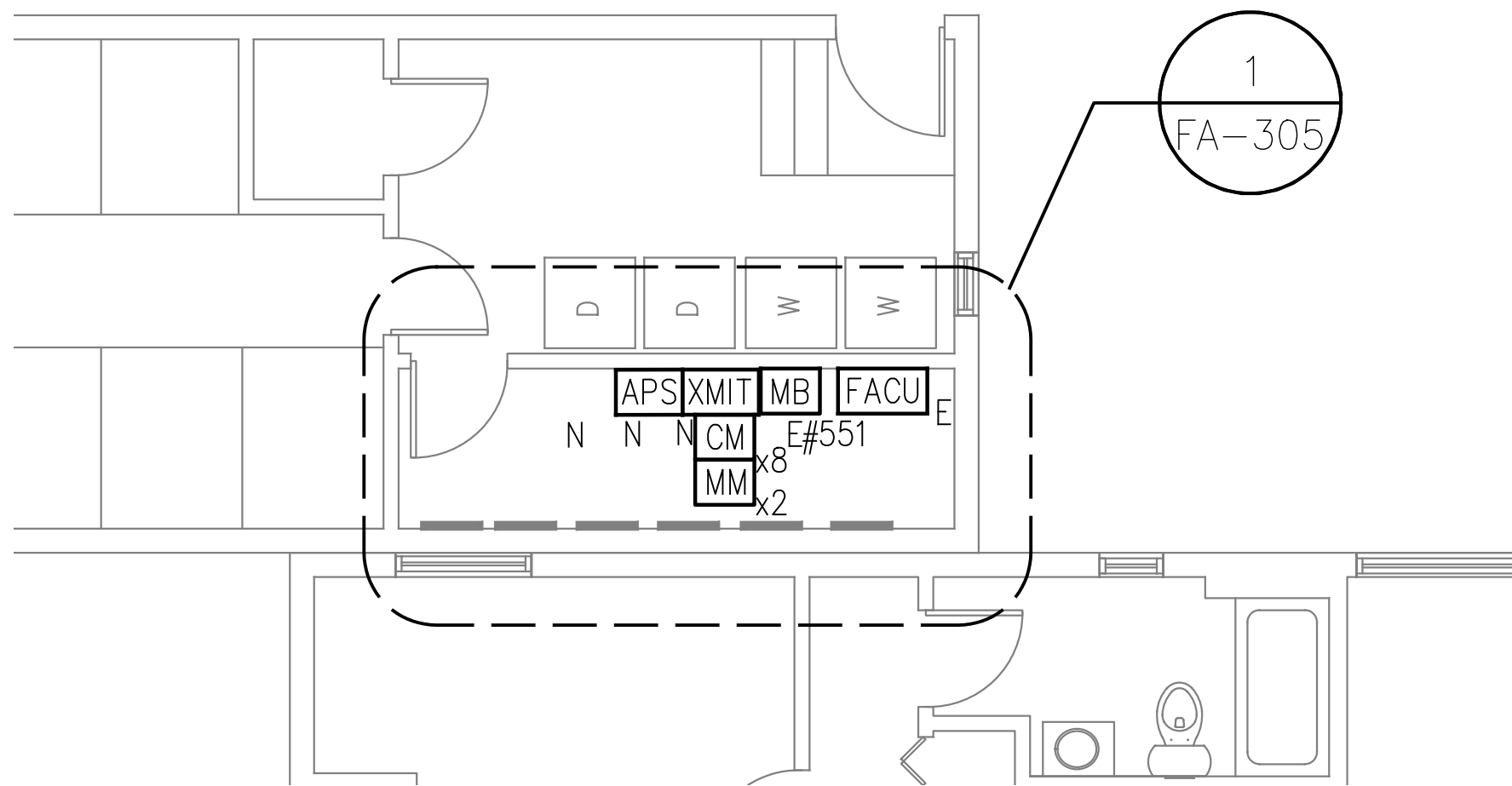
SHEET  
12 OF 34





1 GRAD VILLAGE #1 - EXISTING FACP & MASTERBOX  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.

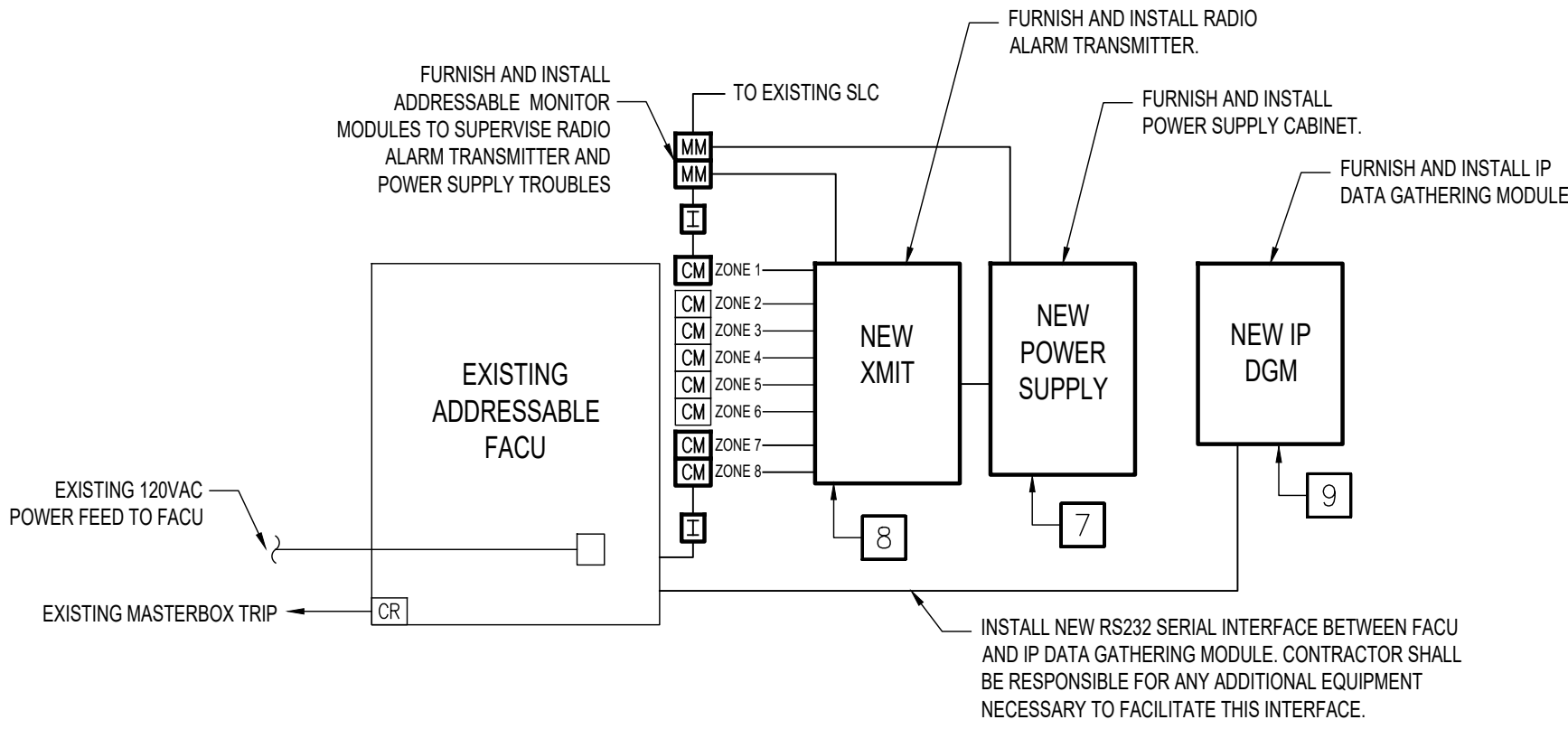
EXISTING FACU: NOTIFIER NFS2-640



1 GRAD VILLAGE #1 - EXISTING FACP & MASTERBOX  
LAUNDRY ROOM - SECTION VIEW  
SCALE: N.T.S.

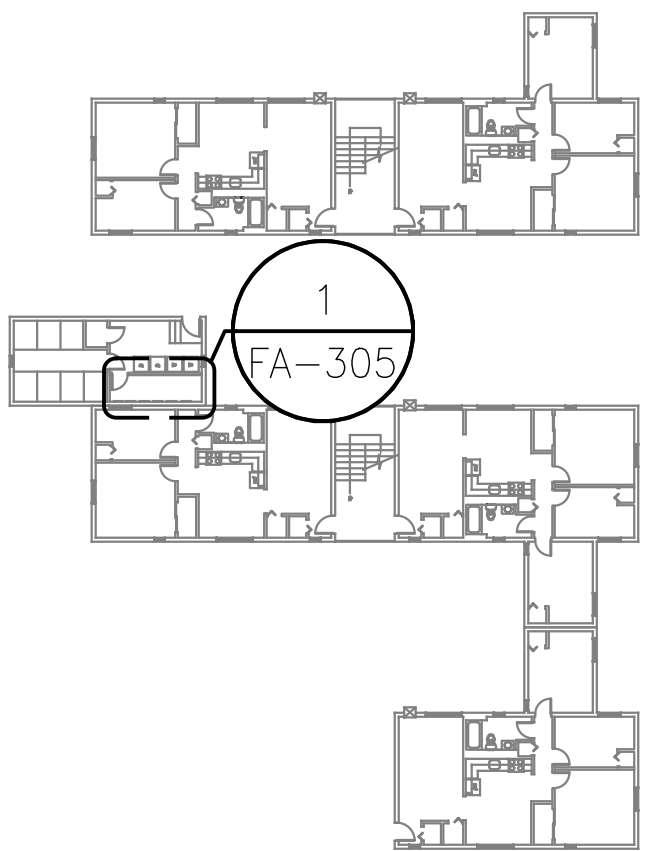
#### KEYNOTES

1. INSTALL NEW RADIO ALARM TRANSMITTER
2. INSTALL NEW AUXILIARY POWER SUPPLY.
3. INSTALL NEW IP DATA GATHERING MODULE AND CONNECT TO ETHERNET PATCH PANEL.
4. INSTALL NEW WIRING IN EXPOSED EMT.
5. PAINT ANY EXPOSED CONDUIT AND/OR JUNCTION BOXES TO MATCH EXISTING CONDITIONS.
6. EXISTING MASTERBOX TO REMAIN.
7. PROVIDE 120VAC PRIMARY POWER FROM DEDICATED CIRCUIT FIRE ALARM CIRCUIT. NEW DEDICATED CIRCUIT SHALL BE PROVIDED FROM EXISTING ELECTRICAL DISTRIBUTION PANEL, OR DEDICATED CIRCUIT MAY BE EXTENDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, WHERE PRACTICAL AND SPARE CAPACITY EXISTS. PROVIDE BACKUP BATTERIES SIZED ACCORDINGLY TO POWER THE CONNECTED LOAD FOR A MINIMUM OF 60 HOURS.
8. PROVIDE 24VDC PRIMARY POWER FROM NEW POWER SUPPLY. PROVIDE RADIO TRANSMITTER WITH ONE (1) 12AH BATTERY FOR BACKUP POWER. ADDITIONAL BATTERY BACKUP SHALL BE PROVIDED BY THE POWER SUPPLY BATTERIES.
9. PROVIDE 24VDC PRIMARY POWER TO IP DATA GATHERING MODULE. 24VDC POWER SHALL BE PROVIDED FROM EITHER NEW POWER SUPPLY OR EXISTING FIRE ALARM CONTROL EQUIPMENT, WHERE 24VDC POWER IS PROVIDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING UPDATED BATTERY CALCULATIONS AND UPSIZING EXISTING CONTROL EQUIPMENT BATTERIES AS NECESSARY. IP DATA GATHERING MODULE SHALL BE PROVIDED.



#### TYPICAL COMPATIBLE ADDRESSABLE FACU INTERFACE TO TRANSMITTERS DETAIL

SCALE: N.T.S.



GRAD VILLAGE APARTMENT #1 KEY PLAN  
SCALE: N.T.S.

IT IS A VIOLATION OF STATE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER, TO ALTER THIS DRAWING IN ANY WAY. IF AN ITEM IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO THE ITEM HIS/HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS/HER SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

KEY PLAN

NO.	REVISION	DATE

PROJECT

UNIVERSITY OF RHODE ISLAND  
KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

ADDRESS URI KINGSTON CAMPUS  
KINGSTON, RI 02881

PROJECT NO 1MJB00329.053

DATE OCTOBER 7, 2022

DESIGN RCM / EBJ

DRAWN BY CLC / RCM

CHECKED BY EBJ / JWS

SCALE

TITLE

GRADUATE VILLAGE APARTMENT  
#1 FIRE ALARM REPORTING PLAN

NUMBER

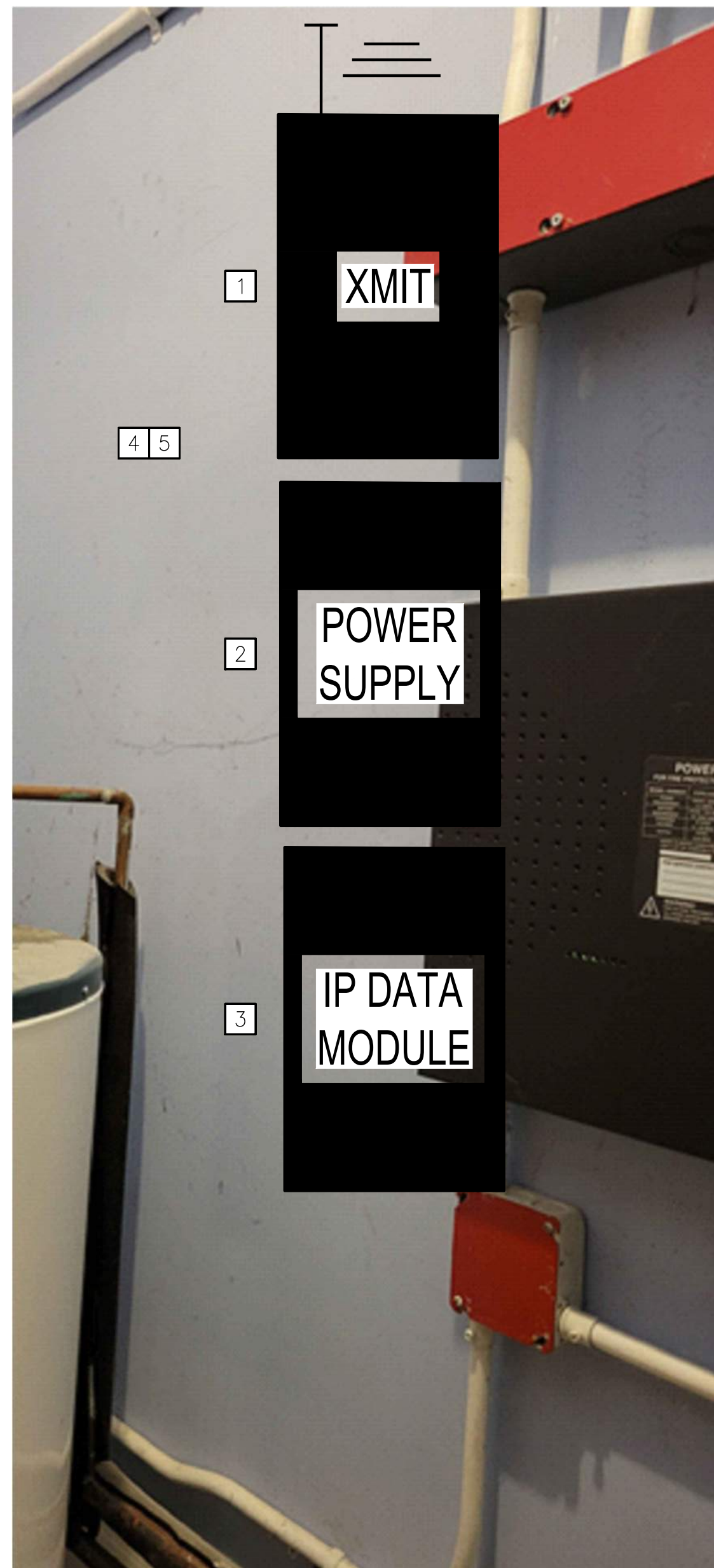
FA-305

SHEET 13 OF 34

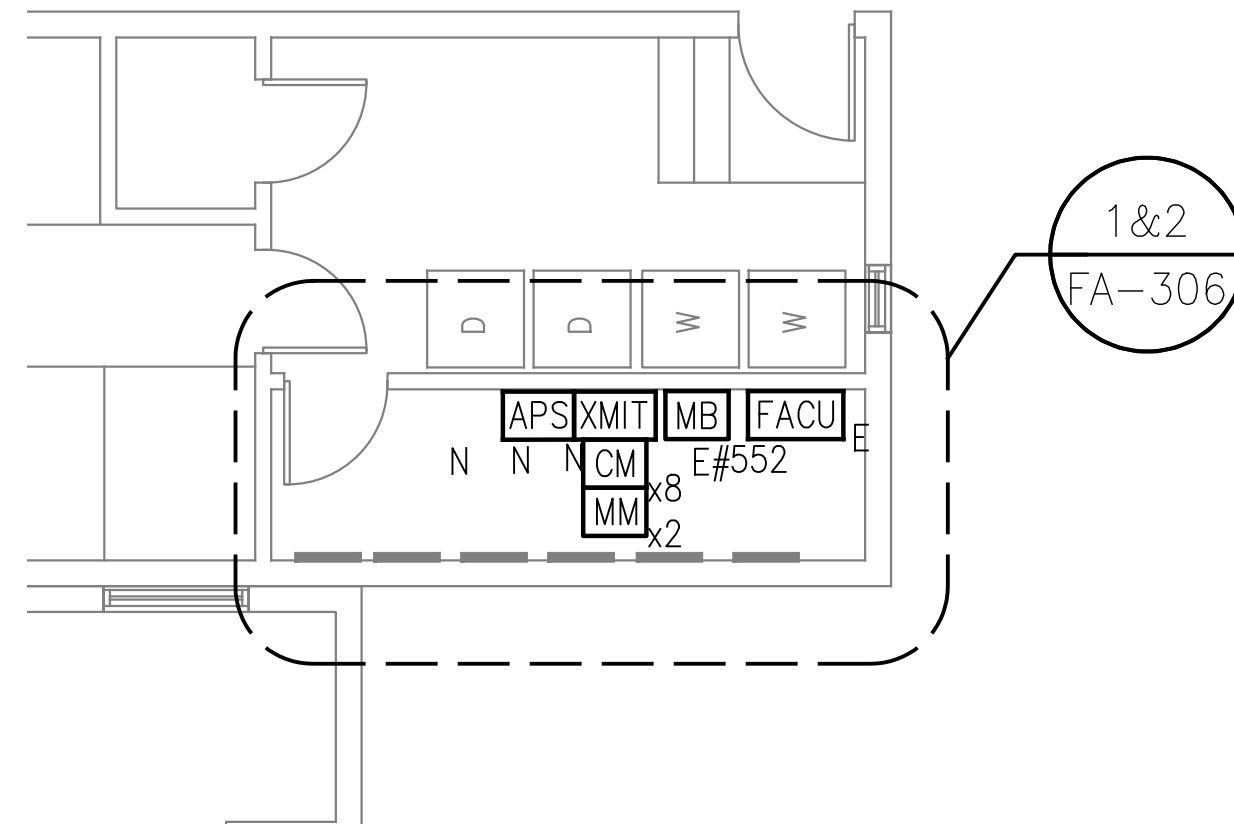




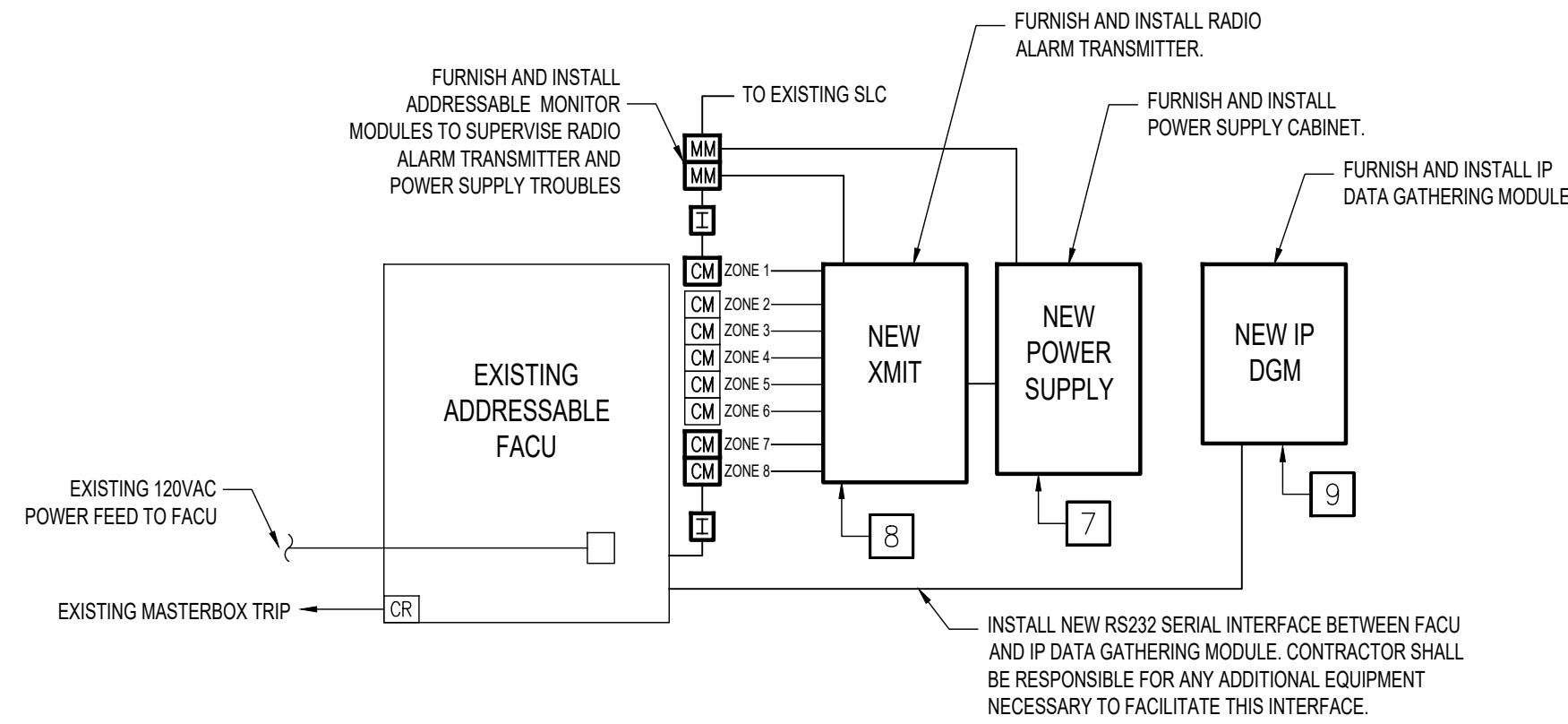
1  
GRAD VILLAGE #2 - EXISTING FACP & MASTERBOX  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.



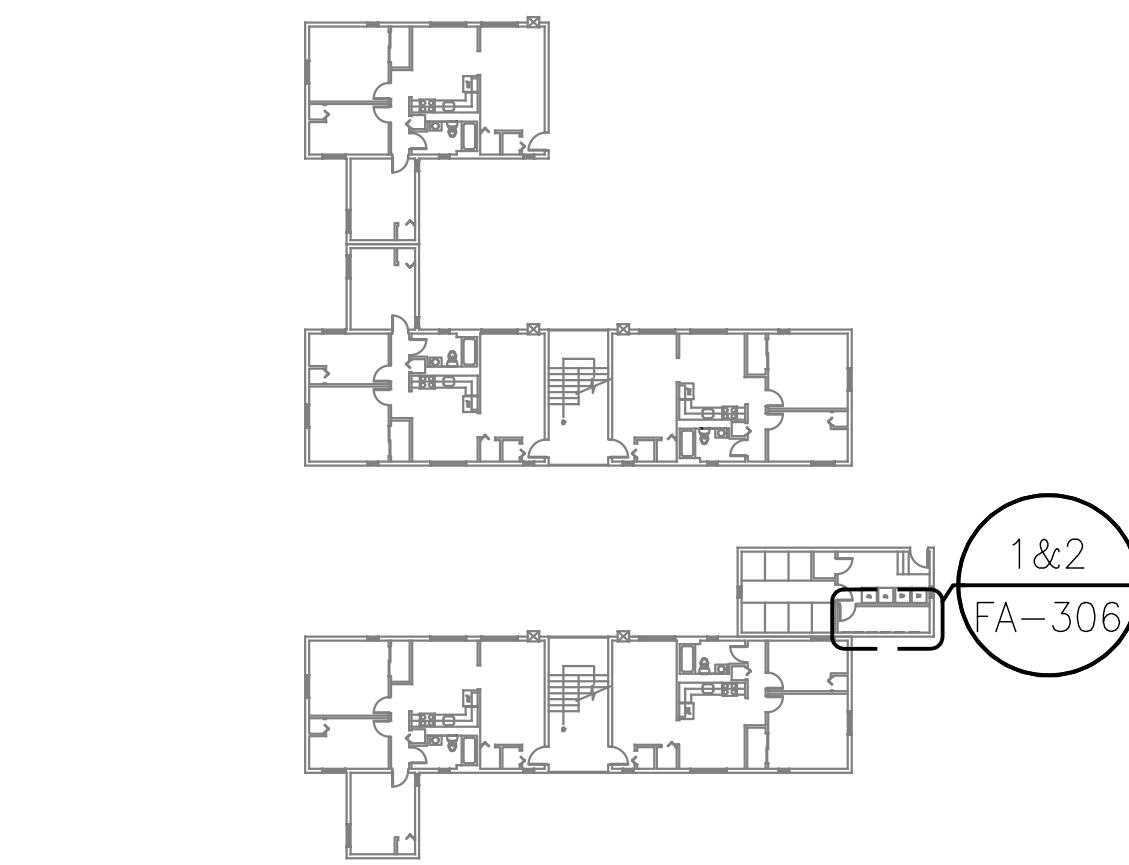
2  
GRAD VILLAGE #2 - PROPOSED MOUNTING LOCATION  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.



1  
GRAD VILLAGE #2 - EXISTING FACP & MASTERBOX  
LAUNDRY ROOM - SECTION VIEW  
SCALE: N.T.S.



TYPICAL COMPATIBLE ADDRESSABLE FACP  
INTERFACE TO TRANSMITTERS DETAIL  
SCALE: N.T.S.



GRAD VILLAGE APARTMENT #2 KEY PLAN  
SCALE: N.T.S.

- KEYNOTES**
1. INSTALL NEW RADIO ALARM TRANSMITTER.
  2. INSTALL NEW AUXILIARY POWER SUPPLY.
  3. INSTALL NEW IP DATA GATHERING MODULE AND CONNECT TO ETHERNET PATCH PANEL.
  4. INSTALL NEW WIRING IN EXPOSED EMT.
  5. PAINT ANY EXPOSED CONDUIT AND/OR JUNCTION BOXES TO MATCH EXISTING CONDITIONS.
  6. EXISTING MASTERBOX TO REMAIN.
  7. PROVIDE 120VAC PRIMARY POWER FROM DEDICATED CIRCUIT FIRE ALARM CIRCUIT. NEW DEDICATED CIRCUIT SHALL BE PROVIDED FROM EXISTING ELECTRICAL DISTRIBUTION PANEL OR DEDICATED CIRCUIT MAY BE EXTENDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, WHERE PRACTICAL AND SPARE CAPACITY EXISTS. PROVIDE BACKUP BATTERIES SIZED ACCORDINGLY TO POWER THE CONNECTED LOAD FOR A MINIMUM OF 60 HOURS.
  8. PROVIDE 24VDC PRIMARY POWER FROM NEW POWER SUPPLY. PROVIDE RADIO TRANSMITTER WITH ONE (1) 12AH BATTERY FOR BACKUP POWER. ADDITIONAL BATTERY BACKUP SHALL BE PROVIDED BY THE POWER SUPPLY BATTERIES.
  9. PROVIDE 24VDC PRIMARY POWER TO IP DATA GATHERING MODULE. 24VDC POWER SHALL BE PROVIDED FROM EITHER NEW POWER SUPPLY OR EXISTING FIRE ALARM CONTROL EQUIPMENT. WHERE 24VDC POWER IS PROVIDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING UPDATED BATTERY CALCULATIONS AND UPSIZING EXISTING CONTROL EQUIPMENT BATTERIES AS NECESSARY. IP DATA GATHERING MODULE SHALL BE PROVIDED.

IT IS A VIOLATION OF STATE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER, TO ALTER THIS DRAWING IN ANY WAY. IF AN ITEM IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO THE ITEM HIS/HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS/HER SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

REVISION		
NO.	REVISION	DATE

PROJECT		
UNIVERSITY OF RHODE ISLAND KINGSTON CAMPUS FIRE ALARM REPORTING SYSTEM UPGRADES PHASE 1		
ADDRESS		
URI KINGSTON CAMPUS KINGSTON, RI 02881		
PROJECT NO		
1MJB00329.053		
DATE		
OCTOBER 7, 2022		
DESIGN		
RCM / EBJ		
DRAWN BY		
CLC / RCM		
CHECKED BY		
EBJ / JWS		
SCALE		
TITLE		
GRADUATE VILLAGE APARTMENT #2 FIRE ALARM REPORTING PLAN		
NUMBER		
FA-306		
SHEET		
14 OF 34		

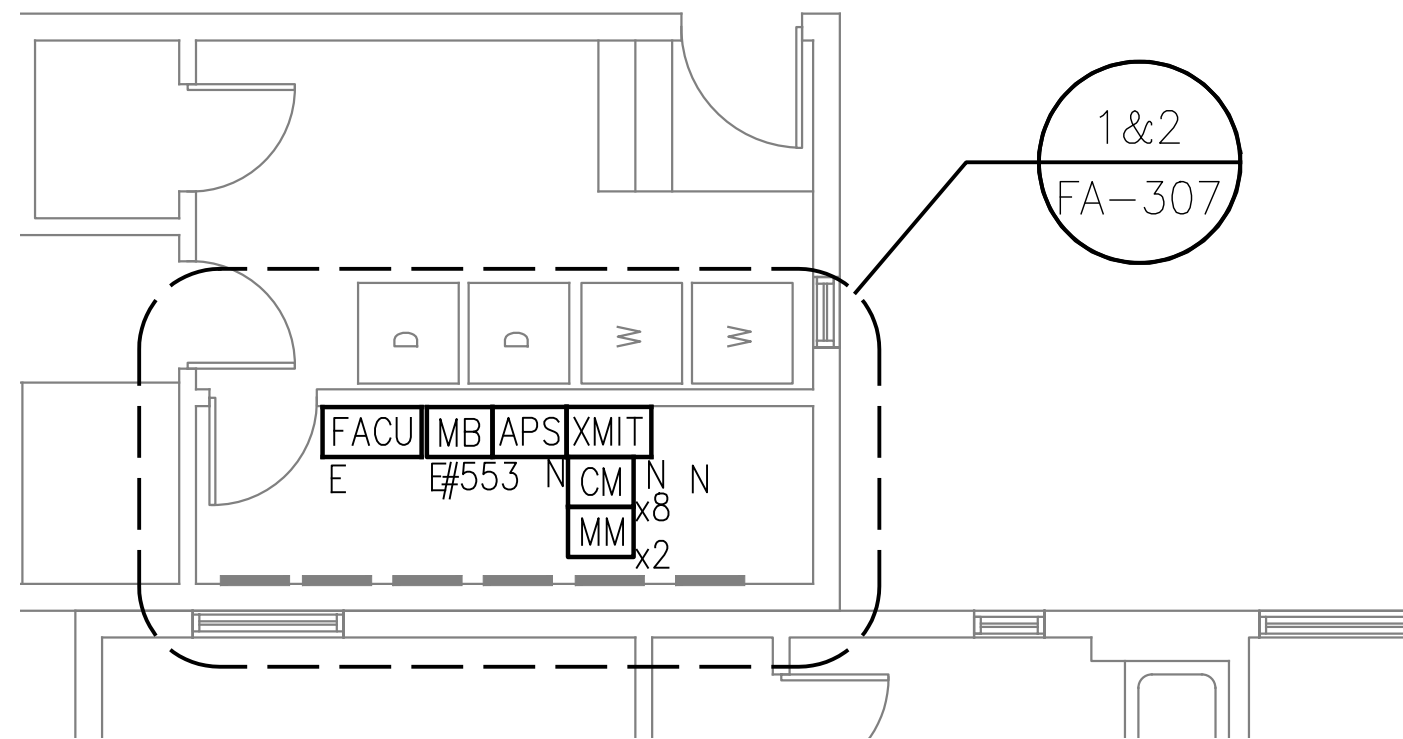




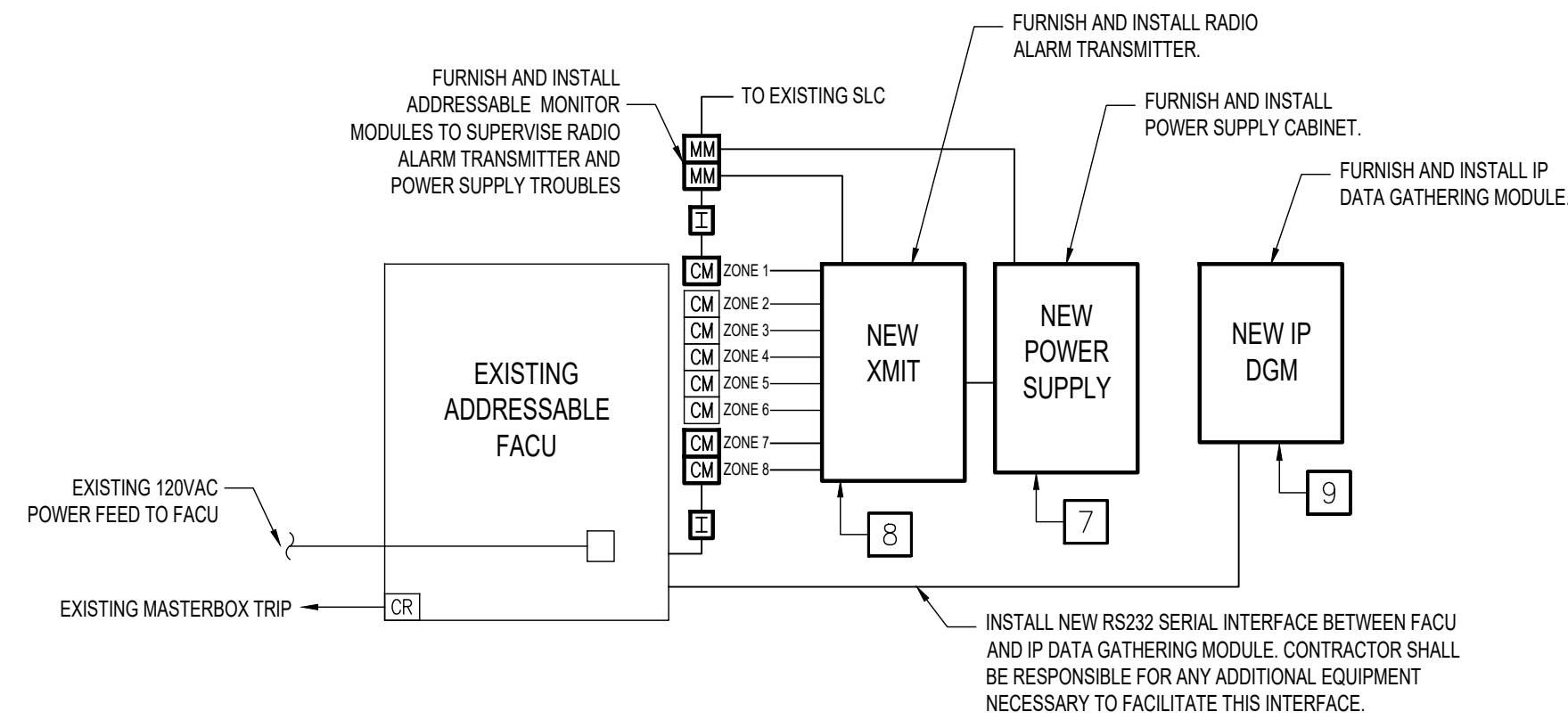
**GRAD VILLAGE #3 - EXISTING FIRE ALARM CONTROL PANEL  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE**  
SCALE: N.T.S.



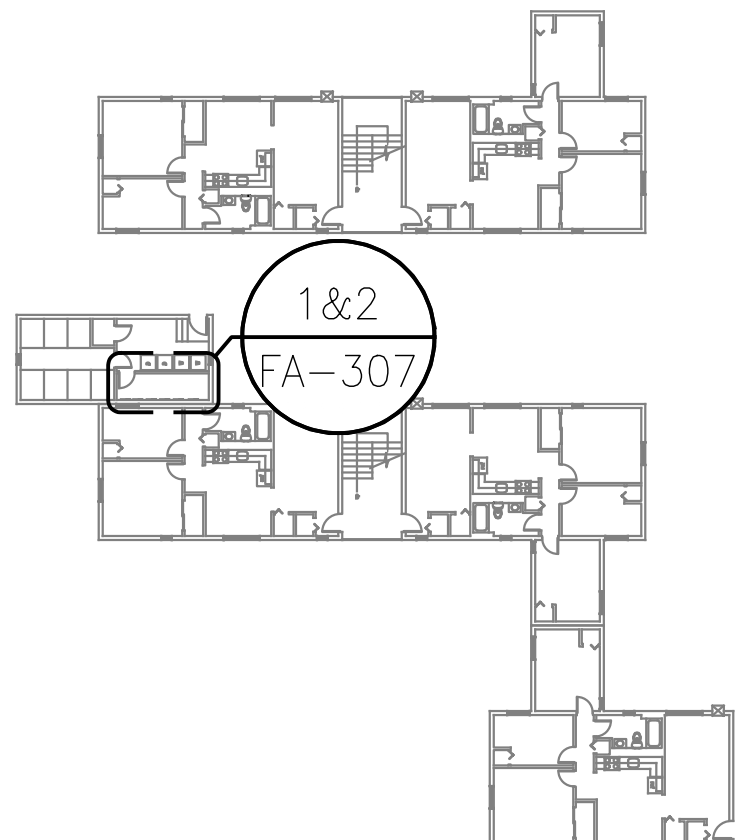
**GRAD VILLAGE #3 - EXISTING MASTERBOX  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE**  
SCALE: N.T.S.



**GRAD VILLAGE #3 - EXISTING FACP & MASTERBOX  
LAUNDRY ROOM - SECTION VIEW**  
SCALE: N.T.S.



**TYPICAL COMPATIBLE ADDRESSABLE FACU  
INTERFACE TO TRANSMITTERS DETAIL**  
SCALE: N.T.S.



**GRAD VILLAGE APARTMENT #3 KEY PLAN**  
SCALE: N.T.S.

- KEYNOTES**
1. INSTALL NEW RADIO ALARM TRANSMITTER.
  2. INSTALL NEW AUXILIARY POWER SUPPLY.
  3. INSTALL NEW IP DATA GATHERING MODULE AND CONNECT TO ETHERNET PATCH PANEL.
  4. INSTALL NEW WIRING IN EXPOSED EMT.
  5. PAINT ANY EXPOSED CONDUIT AND/OR JUNCTION BOXES TO MATCH EXISTING CONDITIONS.
  6. EXISTING MASTERBOX TO REMAIN.
  7. PROVIDE 120VAC PRIMARY POWER FROM DEDICATED CIRCUIT FIRE ALARM CIRCUIT. NEW DEDICATED CIRCUIT SHALL BE PROVIDED FROM EXISTING ELECTRICAL DISTRIBUTION PANEL. OR DEDICATED CIRCUIT MAY BE EXTENDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, WHERE PRACTICAL AND SPARE CAPACITY EXISTS. PROVIDE BACKUP BATTERIES SIZED ACCORDINGLY TO POWER THE CONNECTED LOAD FOR A MINIMUM OF 60 HOURS.
  8. PROVIDE 24VDC PRIMARY POWER FROM NEW POWER SUPPLY. PROVIDE RADIO TRANSMITTER WITH ONE (1) 12AH BATTERY FOR BACKUP POWER. ADDITIONAL BATTERY BACKUP SHALL BE PROVIDED BY THE POWER SUPPLY BATTERIES.
  9. PROVIDE 24VDC PRIMARY POWER TO IP DATA GATHERING MODULE. 24VDC POWER SHALL BE PROVIDED FROM EITHER NEW POWER SUPPLY OR EXISTING FIRE ALARM CONTROL EQUIPMENT. WHERE 24VDC POWER IS PROVIDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING UPDATED BATTERY CALCULATIONS AND UPSIZING EXISTING CONTROL EQUIPMENT BATTERIES AS NECESSARY. IP DATA GATHERING MODULE SHALL BE PROVIDED.

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KEY PLAN

NO.	REVISION	DATE

PROJECT

UNIVERSITY OF RHODE ISLAND  
KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

ADDRESS URI KINGSTON CAMPUS  
KINGSTON, RI 02881

PROJECT NO 1MJB00329.053

DATE OCTOBER 7, 2022

DESIGN RCM / EBJ

DRAWN BY CLC / RCM

CHECKED BY EBJ / JWS

SCALE

TITLE

GRADUATE VILLAGE APARTMENT  
#3 FIRE ALARM REPORTING PLAN

NUMBER

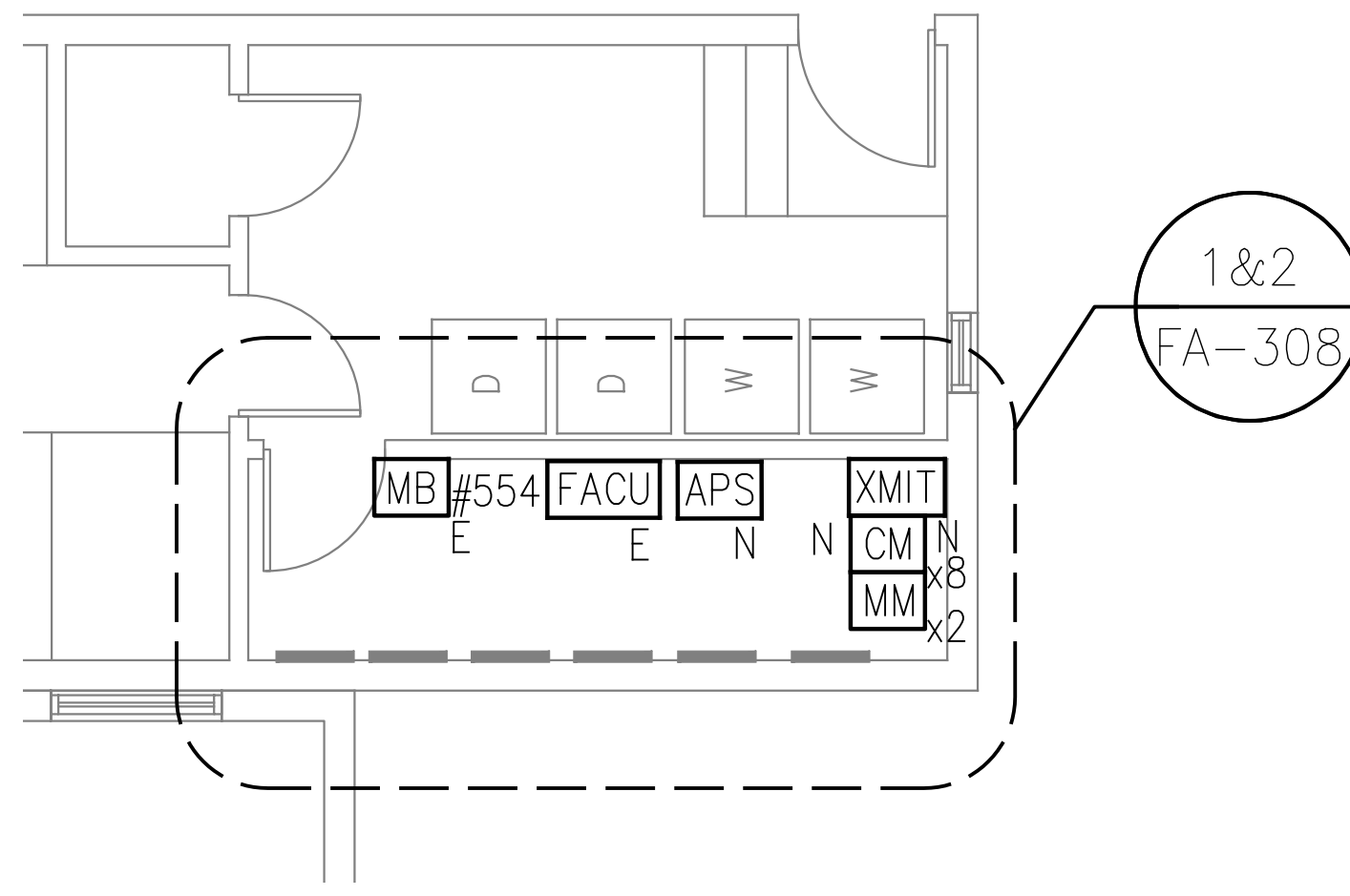
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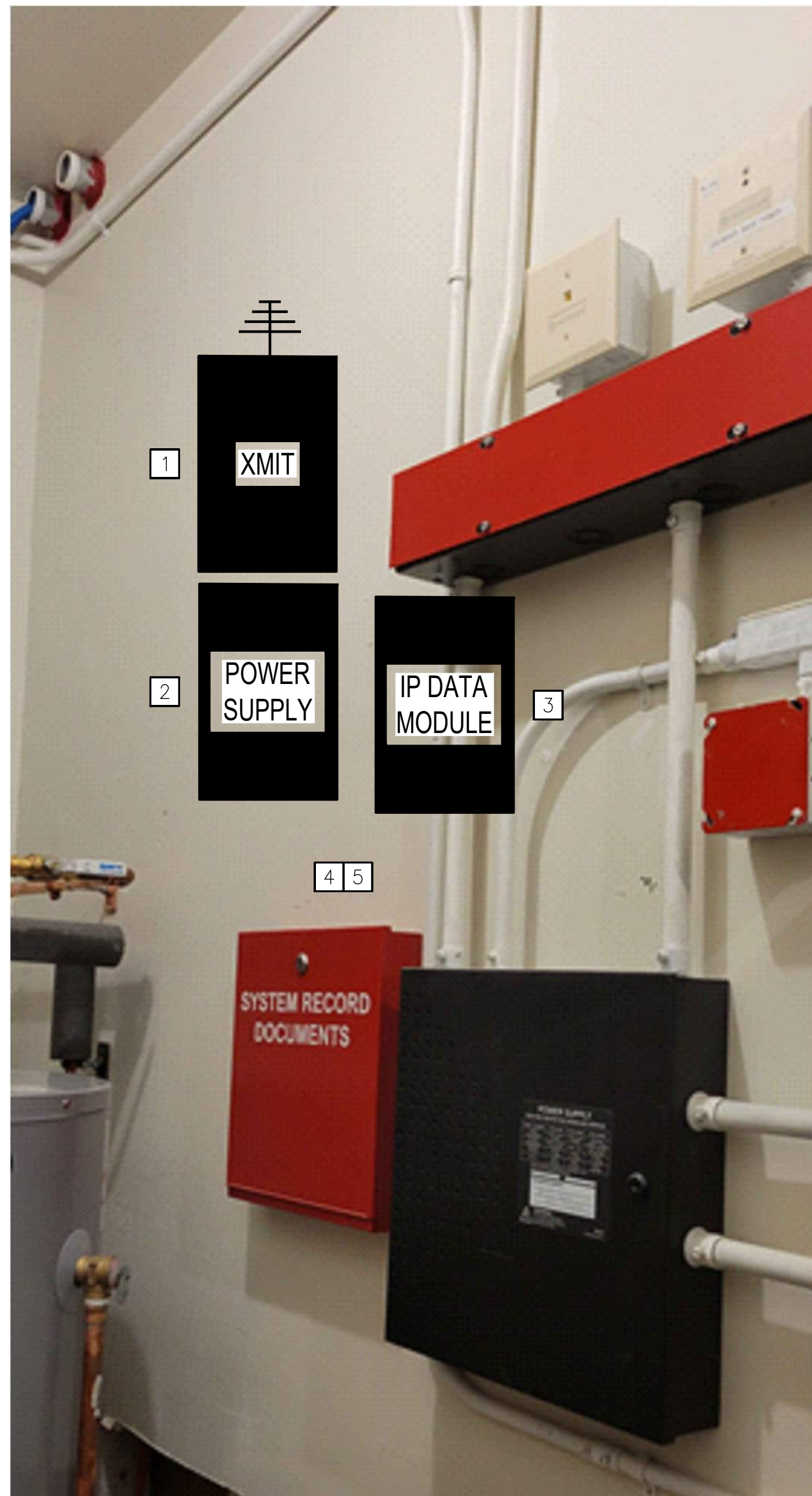
1 **GRAD VILLAGE #4 - EXISTING FIRE ALARM CONTROL PANEL  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE**  
SCALE: N.T.S.



1 **GRAD VILLAGE #4 - EXISTING FACP & MASTERBOX  
LAUNDRY ROOM - SECTION VIEW**  
SCALE: N.T.S.



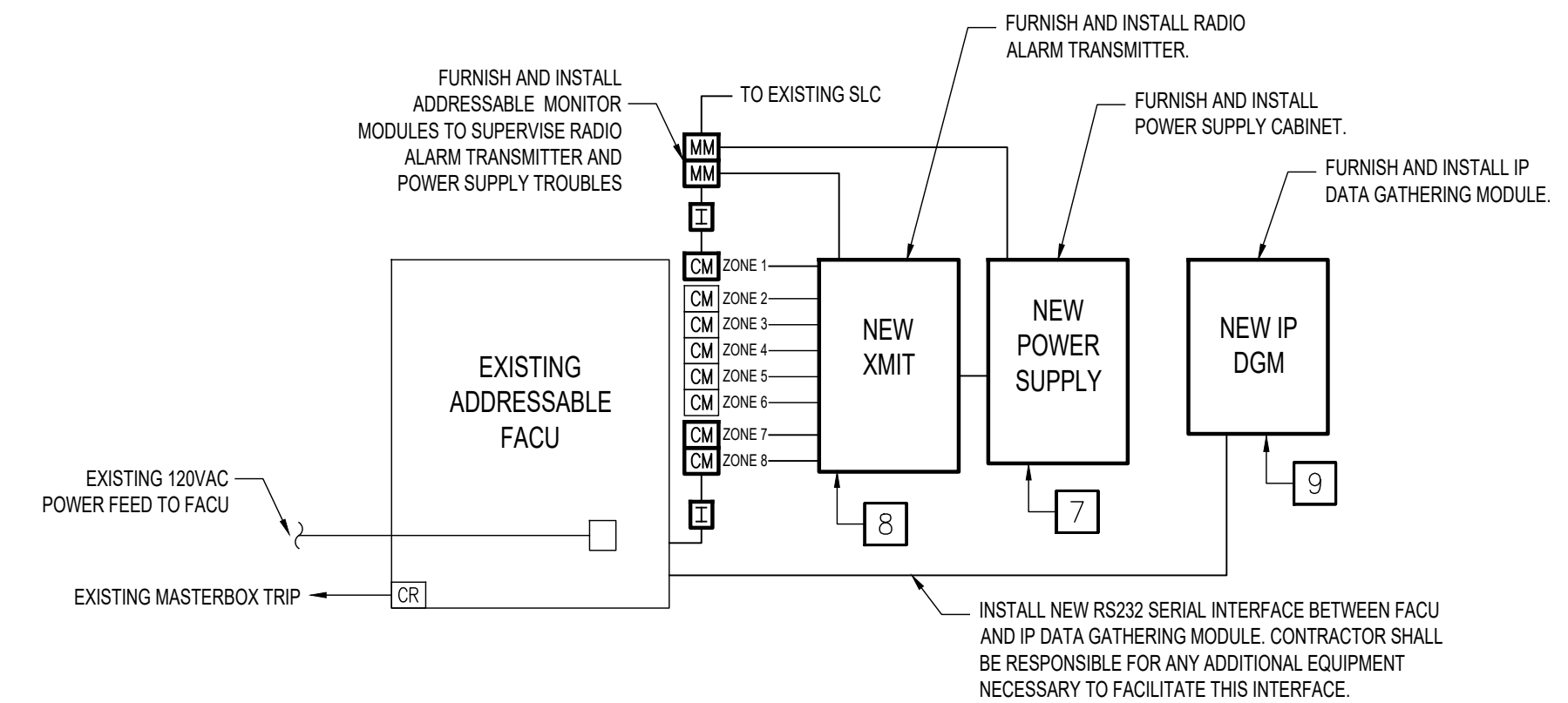
2 **GRAD VILLAGE #4 - EXISTING MASTERBOX  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE**  
SCALE: N.T.S.



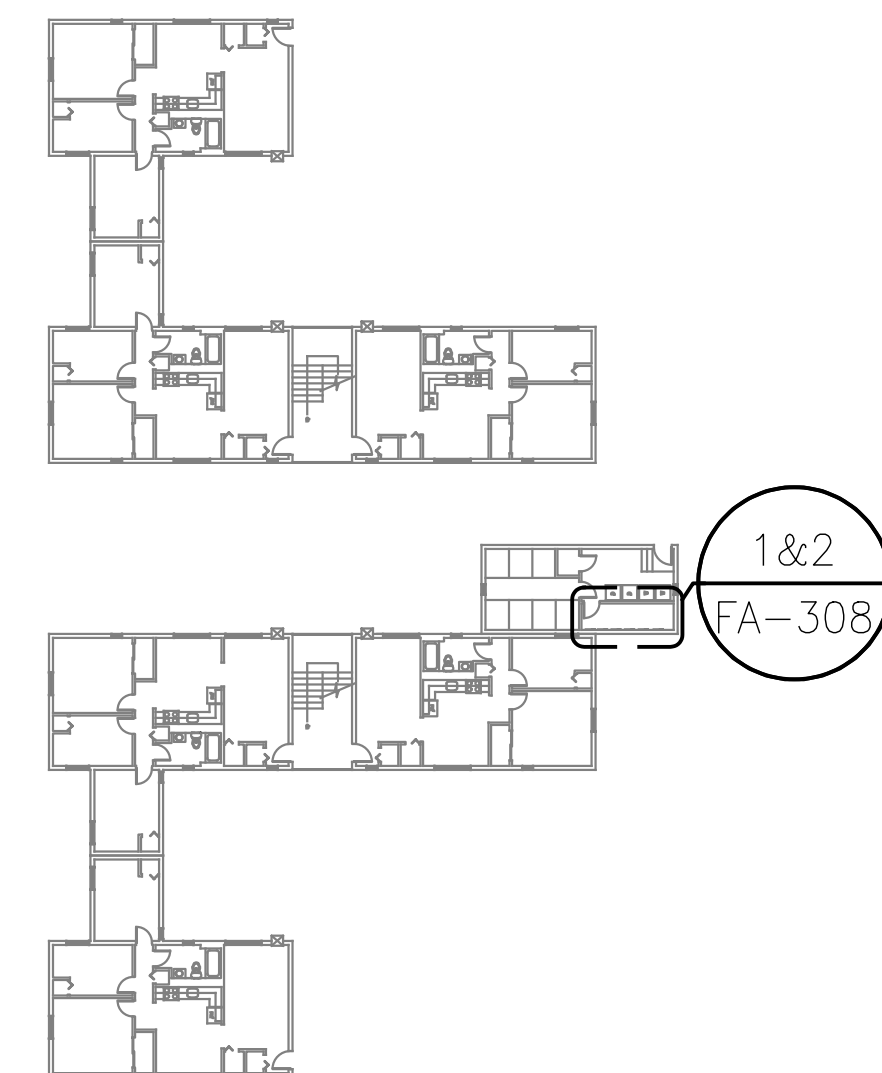
3 **GRAD VILLAGE #4 - PROPOSED MOUNTING LOCATIONS  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE**  
SCALE: N.T.S.

#### KEYNOTES

1. INSTALL NEW RADIO ALARM TRANSMITTER.
2. INSTALL NEW AUXILIARY POWER SUPPLY.
3. INSTALL NEW IP DATA GATHERING MODULE AND CONNECT TO ETHERNET PATCH PANEL.
4. INSTALL NEW WIRING IN EXPOSED EMT.
5. PAINT ANY EXPOSED CONDUIT AND/OR JUNCTION BOXES TO MATCH EXISTING CONDITIONS.
6. EXISTING MASTERBOX TO REMAIN.
7. PROVIDE 120VAC PRIMARY POWER FROM DEDICATED CIRCUIT FIRE ALARM CIRCUIT. NEW DEDICATED CIRCUIT SHALL BE PROVIDED FROM EXISTING ELECTRICAL DISTRIBUTION PANEL OR DEDICATED CIRCUIT MAY BE EXTENDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, WHERE PRACTICAL AND SPARE CAPACITY EXISTS. PROVIDE BACKUP BATTERIES SIZED ACCORDINGLY TO POWER THE CONNECTED LOAD FOR A MINIMUM OF 60 HOURS.
8. PROVIDE 24VDC PRIMARY POWER FROM NEW POWER SUPPLY. PROVIDE RADIO TRANSMITTER WITH ONE (1) 12AH BATTERY FOR BACKUP POWER. ADDITIONAL BATTERY BACKUP SHALL BE PROVIDED BY THE POWER SUPPLY BATTERIES.
9. PROVIDE 24VDC PRIMARY POWER TO IP DATA GATHERING MODULE. 24VDC POWER SHALL BE PROVIDED FROM EITHER NEW POWER SUPPLY OR EXISTING FIRE ALARM CONTROL EQUIPMENT, WHERE 24VDC POWER IS PROVIDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING UPDATED BATTERY CALCULATIONS AND UPSIZING EXISTING CONTROL EQUIPMENT BATTERIES AS NECESSARY. IP DATA GATHERING MODULE SHALL BE PROVIDED.



**TYPICAL COMPATIBLE ADDRESSABLE FACP  
INTERFACE TO TRANSMITTERS DETAIL**  
SCALE: N.T.S.



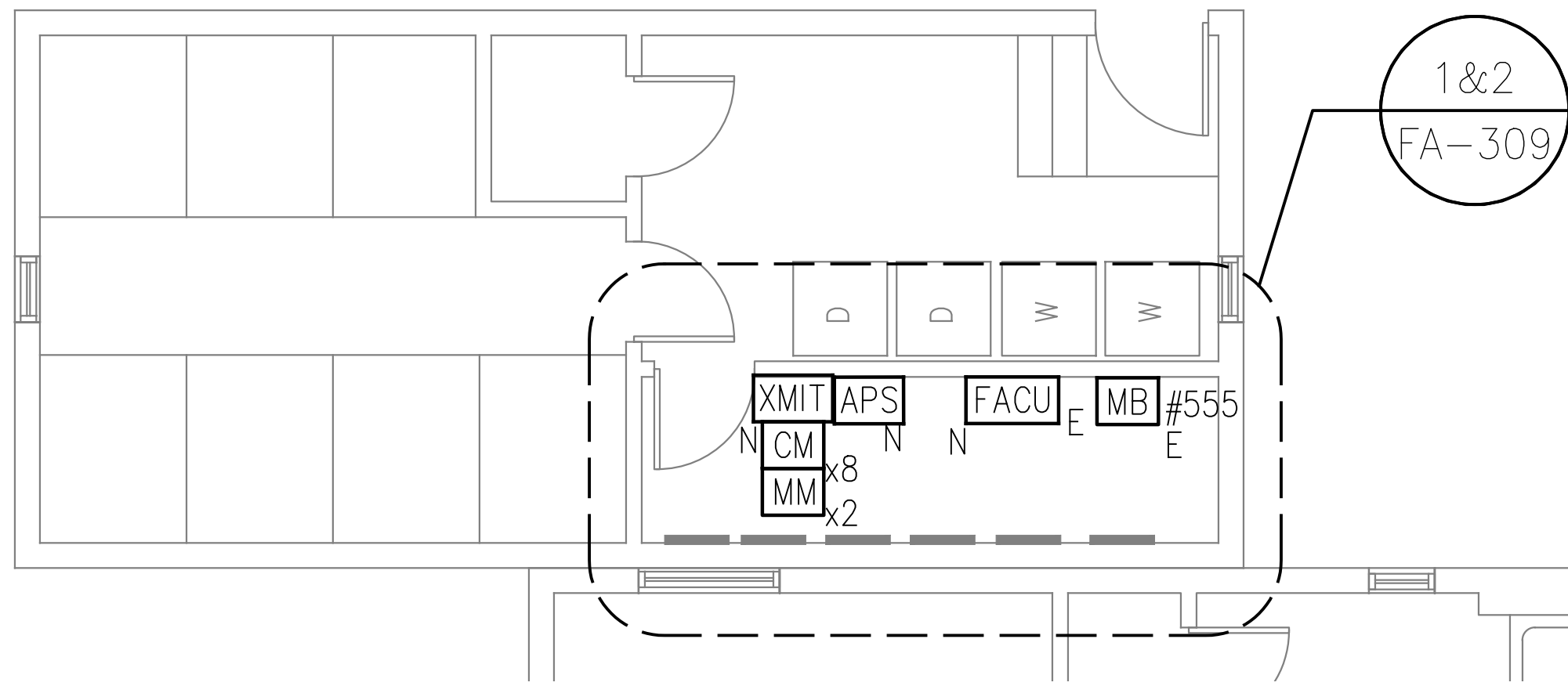
**GRAD VILLAGE APARTMENT #4 KEY PLAN**  
SCALE: N.T.S.

NO.	REVISION	DATE

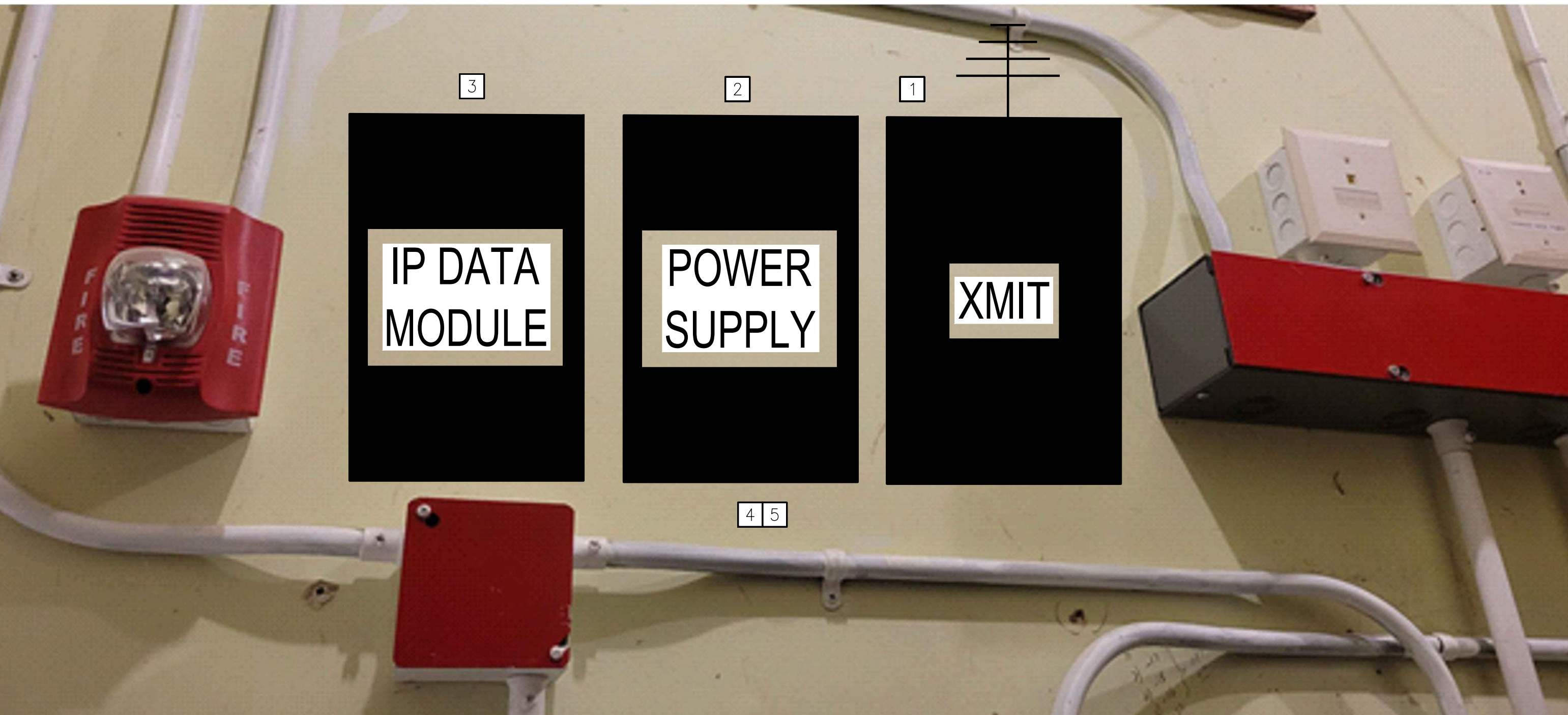




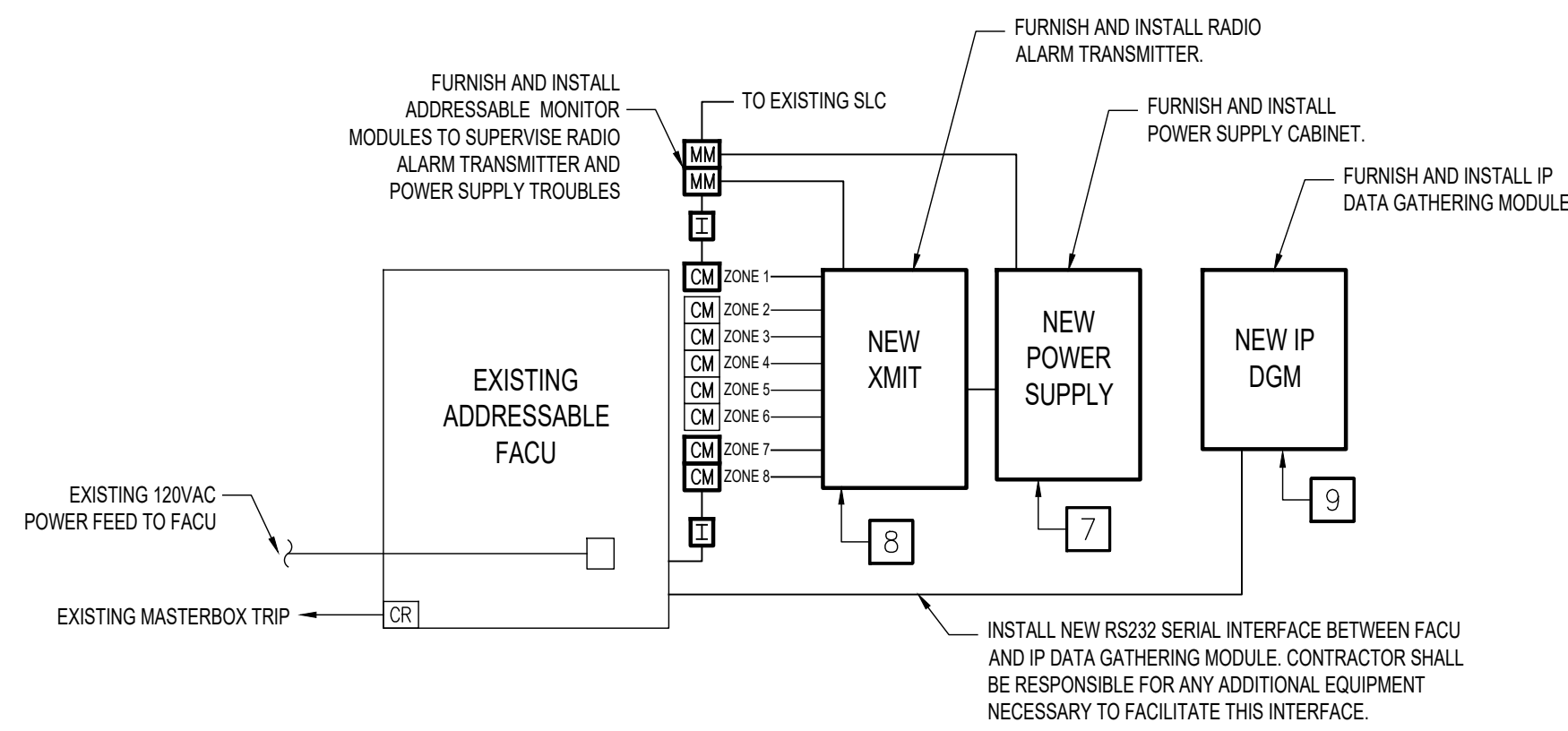
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GRAD VILLAGE #5 - EXISTING FACP & MASTERBOX  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.



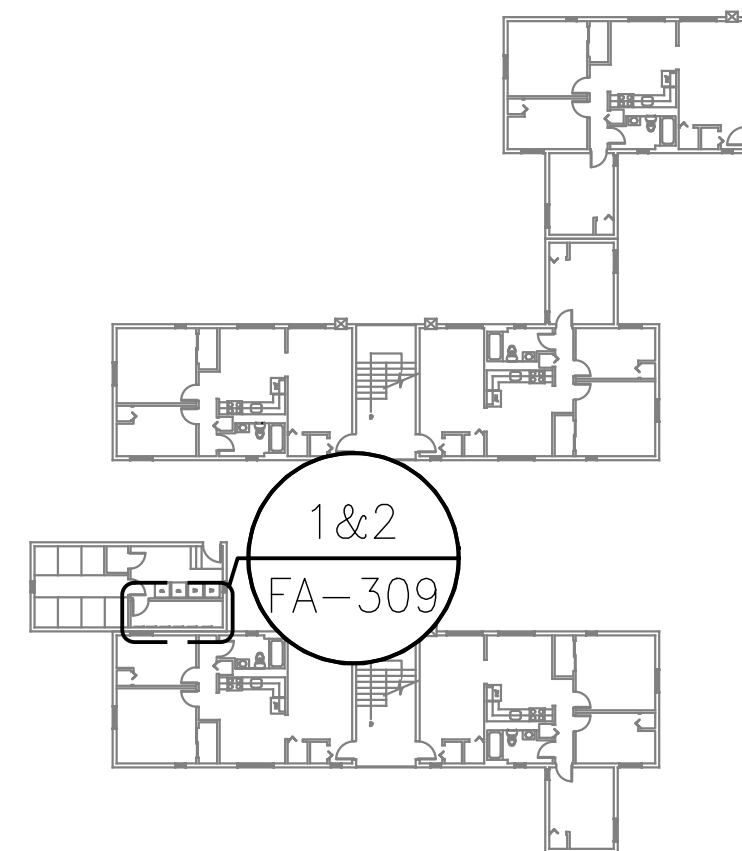
1  
GRAD VILLAGE #5 - EXISTING FACP & MASTERBOX  
LAUNDRY ROOM - SECTION VIEW  
SCALE: N.T.S.



2  
GRAD VILLAGE #5 - PROPOSED MOUNTING LOCATION  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.



TYPICAL COMPATIBLE ADDRESSABLE FACP  
INTERFACE TO TRANSMITTERS DETAIL  
SCALE: N.T.S.



GRAD VILLAGE APARTMENT #5 KEY PLAN  
SCALE: N.T.S.

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REVISION

NO.	REVISION	DATE

PROJECT

UNIVERSITY OF RHODE ISLAND  
KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

ADDRESS

URI KINGSTON CAMPUS  
KINGSTON, RI 02881

PROJECT NO.

1MJB00329.053

DATE

OCTOBER 7, 2022

DESIGN

RCM / EBJ

DRAWN BY

CLC / RCM

CHECKED BY

EBJ / JWS

SCALE

TITLE

GRADUATE VILLAGE APARTMENT  
#5 FIRE ALARM REPORTING PLAN

NUMBER

FA-309

SHEET

17 OF 34

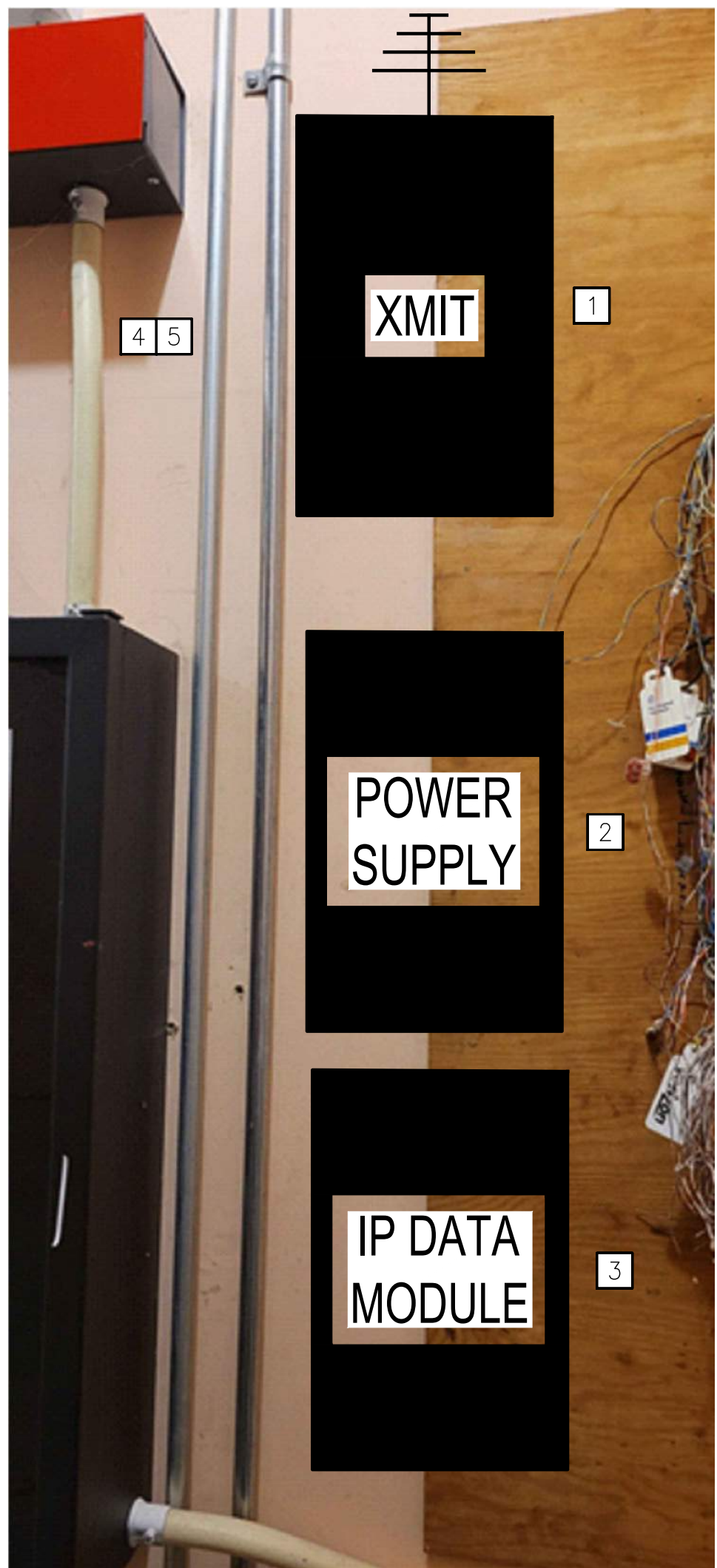




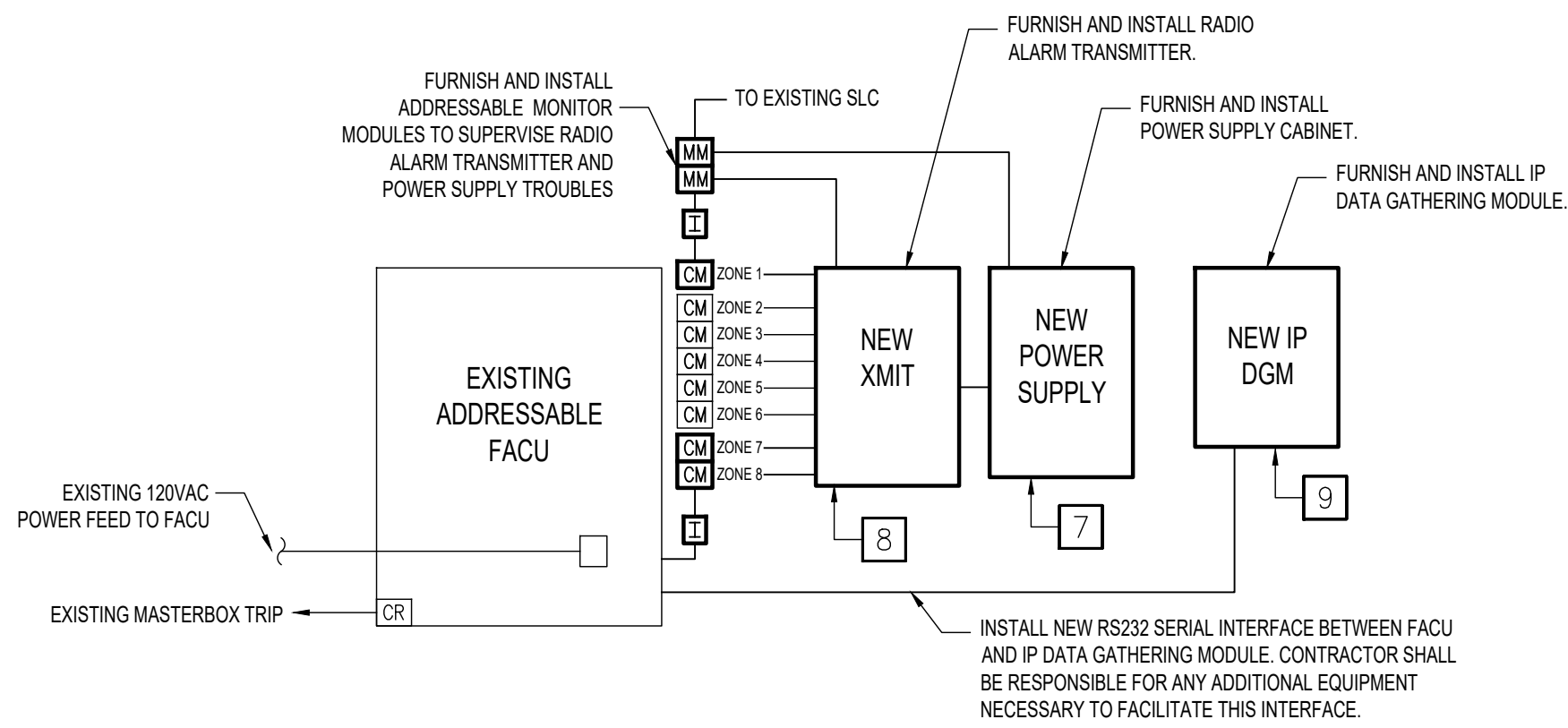
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GRAD VILLAGE #6 - EXISTING FACP & MASTERBOX  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.



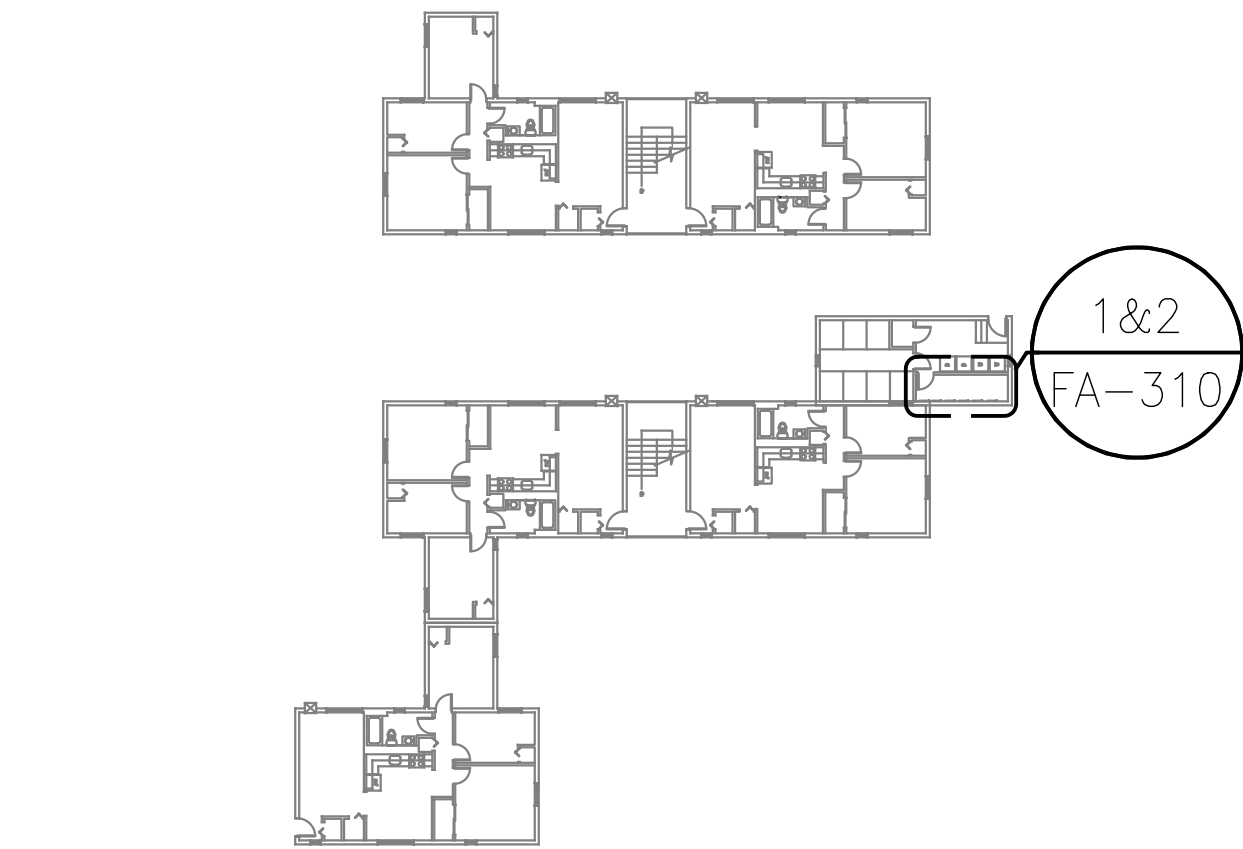
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GRAD VILLAGE #6 - EXISTING FACP & MASTERBOX  
LAUNDRY ROOM - SECTION VIEW  
SCALE: N.T.S.



2  
GRAD VILLAGE #6 - PROPOSED TRANSMITTER LOCATION  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.



TYPICAL COMPATIBLE ADDRESSABLE FACU  
INTERFACE TO TRANSMITTERS DETAIL  
SCALE: N.T.S.



GRAD VILLAGE APARTMENT #6 KEY PLAN  
SCALE: N.T.S.

KEYNOTES

1. INSTALL NEW RADIO ALARM TRANSMITTER.
2. INSTALL NEW AUXILIARY POWER SUPPLY.
3. INSTALL IP DATA GATHERING MODULE AND CONNECT TO ETHERNET PATCH PANEL.
4. INSTALL NEW WIRING IN EXPOSED EMT.
5. PAINT ANY EXPOSED CONDUIT AND/OR JUNCTION BOXES TO MATCH EXISTING CONDITIONS.
6. EXISTING MASTERBOX TO REMAIN.
7. PROVIDE 120VAC PRIMARY POWER FROM DEDICATED CIRCUIT FIRE ALARM CIRCUIT. NEW DEDICATED CIRCUIT SHALL BE PROVIDED FROM EXISTING ELECTRICAL DISTRIBUTION PANEL OR DEDICATED CIRCUIT MAY BE EXTENDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, WHERE PRACTICAL AND SPARE CAPACITY EXISTS. PROVIDE BACKUP BATTERIES SIZED ACCORDINGLY TO POWER THE CONNECTED LOAD FOR A MINIMUM OF 60 HOURS.
8. PROVIDE 24VDC PRIMARY POWER FROM NEW POWER SUPPLY. PROVIDE RADIO TRANSMITTER WITH ONE (1) 12AH BATTERY FOR BACKUP POWER. ADDITIONAL BATTERY BACKUP SHALL BE PROVIDED BY THE POWER SUPPLY BATTERIES.
9. PROVIDE 24VDC PRIMARY POWER TO IP DATA GATHERING MODULE. 24VDC POWER SHALL BE PROVIDED FROM EITHER NEW POWER SUPPLY OR EXISTING FIRE ALARM CONTROL EQUIPMENT. WHERE 24VDC POWER IS PROVIDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING UPDATED BATTERY CALCULATIONS AND UPSIZING EXISTING CONTROL EQUIPMENT BATTERIES AS NECESSARY. IP DATA GATHERING MODULE SHALL BE PROVIDED.

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KEY PLAN

NO.	REVISION	DATE

PROJECT  
UNIVERSITY OF RHODE ISLAND  
KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

ADDRESS  
URI KINGSTON CAMPUS  
KINGSTON, RI 02881

PROJECT NO  
1MJB00329.053

DATE  
OCTOBER 7, 2022

DESIGN  
RCM / EBJ

DRAWN BY  
CLC / RCM

CHECKED BY  
EBJ / JWS

SCALE

TITLE  
GRADUATE VILLAGE APARTMENT  
#6 FIRE ALARM REPORTING PLAN

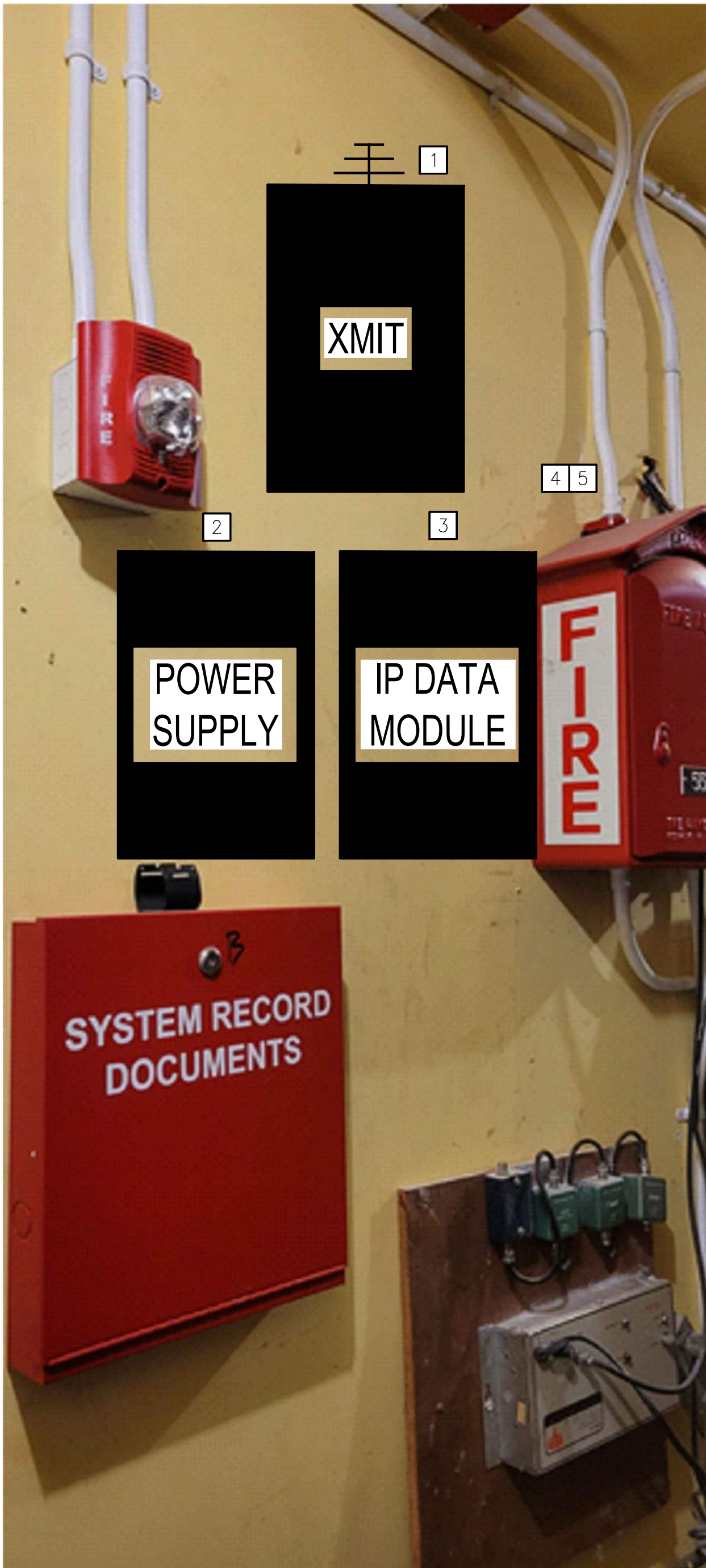
NUMBER  
FA-310

SHEET  
18 OF 34

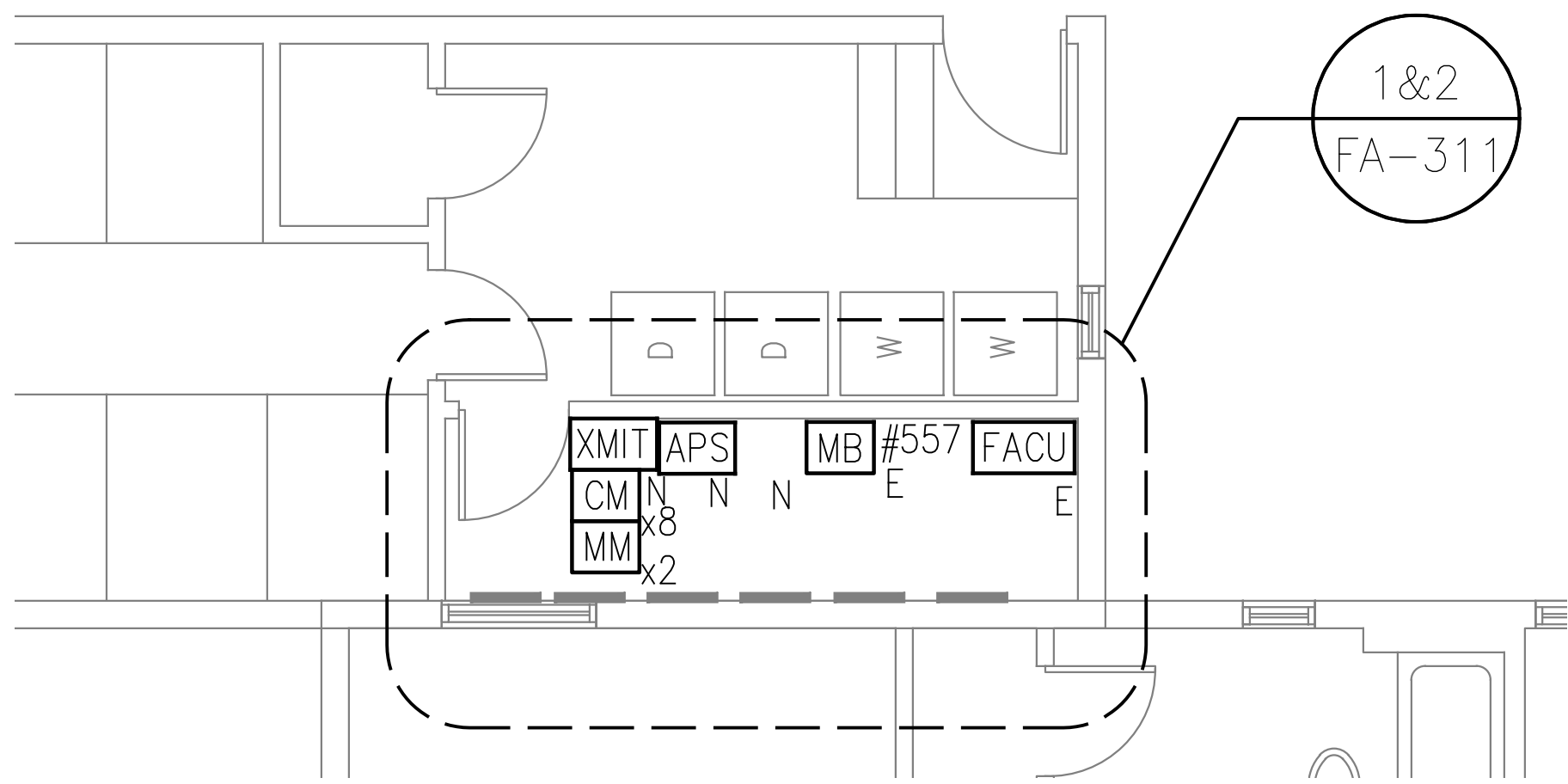




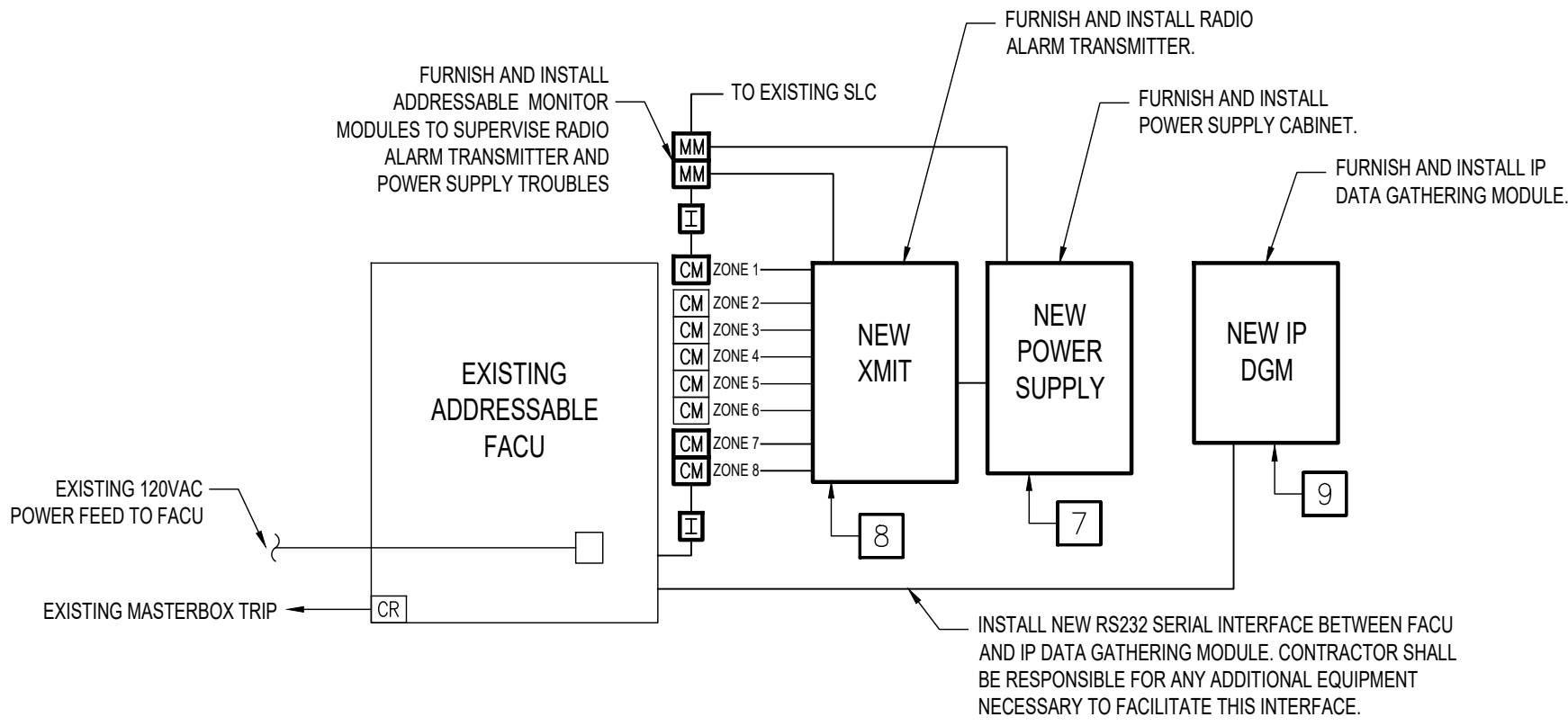
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GRAD VILLAGE #7 - EXISTING FIRE ALARM CONTROL PANEL  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.



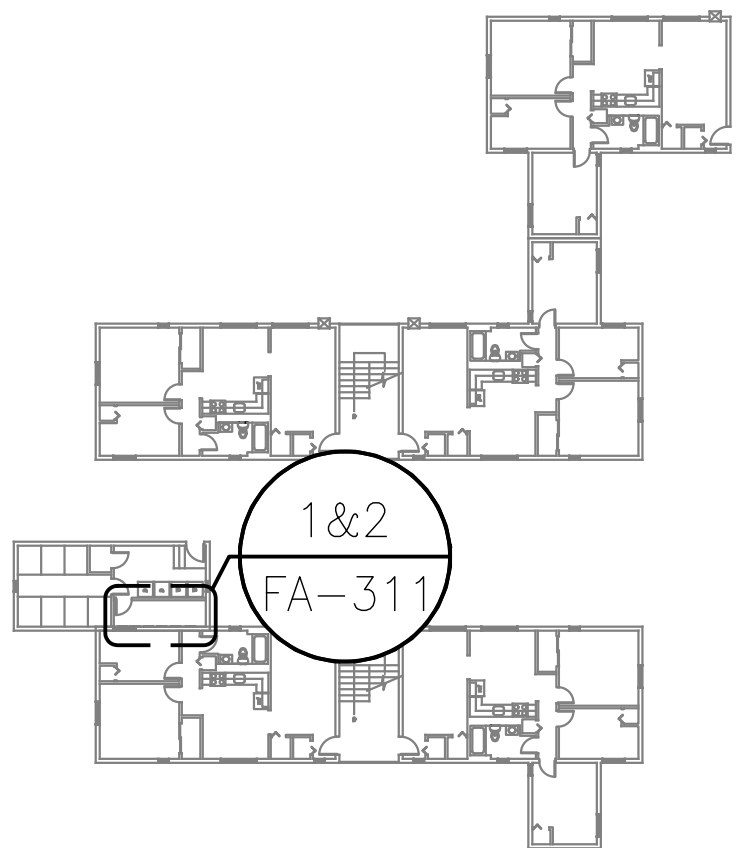
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GRAD VILLAGE #7 - PROPOSED MOUNTING LOCATION  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.



1  
GRAD VILLAGE #7 - EXISTING FACU & MASTERBOX  
LAUNDRY ROOM - SECTION VIEW  
SCALE: N.T.S.



TYPICAL COMPATIBLE ADDRESSABLE FACU  
INTERFACE TO TRANSMITTERS DETAIL  
SCALE: N.T.S.



GRAD VILLAGE APARTMENT #7 KEY PLAN  
SCALE: N.T.S.

KEYNOTES

1. INSTALL NEW RADIO ALARM TRANSMITTER.
2. INSTALL NEW AUXILIARY POWER SUPPLY.
3. INSTALL NEW IP DATA GATHERING MODULE AND CONNECT TO ETHERNET PATCH PANEL.
4. INSTALL NEW WIRING IN EXPOSED EMT.
5. PAINT ANY EXPOSED CONDUIT AND/OR JUNCTION BOXES TO MATCH EXISTING CONDITIONS.
6. EXISTING MASTERBOX TO REMAIN.
7. PROVIDE 120VAC PRIMARY POWER FROM DEDICATED CIRCUIT FIRE ALARM CIRCUIT. NEW DEDICATED CIRCUIT SHALL BE PROVIDED FROM EXISTING ELECTRICAL DISTRIBUTION PANEL, OR DEDICATED CIRCUIT MAY BE EXTENDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, WHERE PRACTICAL AND SPARE CAPACITY EXISTS. PROVIDE BACKUP BATTERIES SIZED ACCORDINGLY TO POWER THE CONNECTED LOAD FOR A MINIMUM OF 60 HOURS.
8. PROVIDE 24VDC PRIMARY POWER FROM NEW POWER SUPPLY. PROVIDE RADIO TRANSMITTER WITH ONE (1) 12AH BATTERY FOR BACKUP POWER. ADDITIONAL BATTERY BACKUP SHALL BE PROVIDED BY THE POWER SUPPLY BATTERIES.
9. PROVIDE 24VDC PRIMARY POWER TO IP DATA GATHERING MODULE. 24VDC POWER SHALL BE PROVIDED FROM EITHER NEW POWER SUPPLY OR EXISTING FIRE ALARM CONTROL EQUIPMENT. WHERE 24VDC POWER IS PROVIDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING UPDATED BATTERY CALCULATIONS AND UPSIZING EXISTING CONTROL EQUIPMENT BATTERIES AS NECESSARY. IP DATA GATHERING MODULE SHALL BE PROVIDED.

NO.	REVISION	DATE

PROJECT  
UNIVERSITY OF RHODE ISLAND  
KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

ADDRESS  
URI KINGSTON CAMPUS  
KINGSTON, RI 02881

PROJECT NO  
1MJB00329.053

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RCM / EBJ

DRAWN BY  
CLC / RCM

CHECKED BY  
EBJ / JWS

SCALE

TITLE  
GRADUATE VILLAGE APARTMENT  
#7 FIRE ALARM REPORTING PLAN

NUMBER  
FA-311





1  
KEANEY GYMNASIUM - EXISTING FIRE ALARM CONTROL PANEL  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE

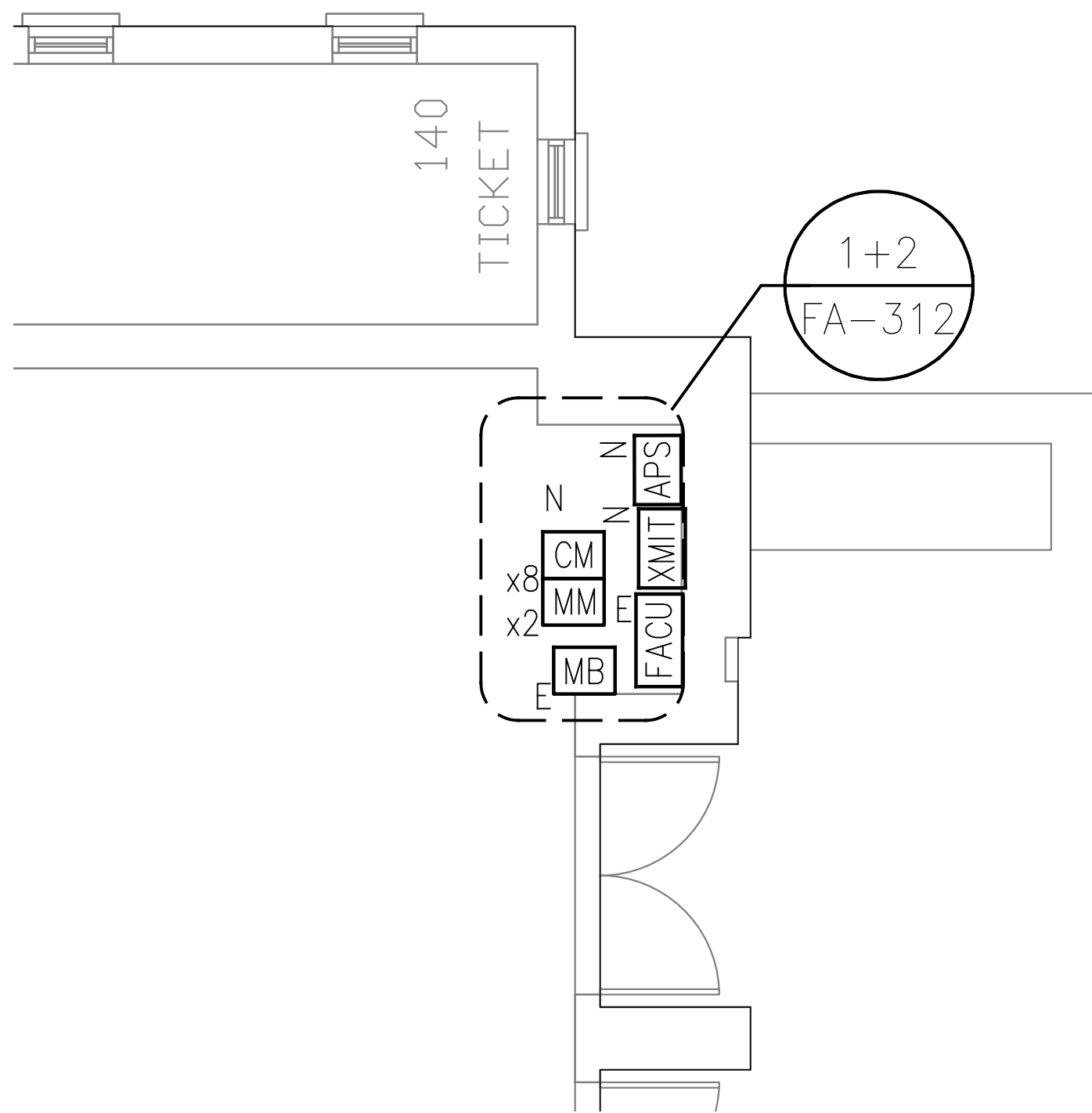
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EXISTING FACU: FCI E3



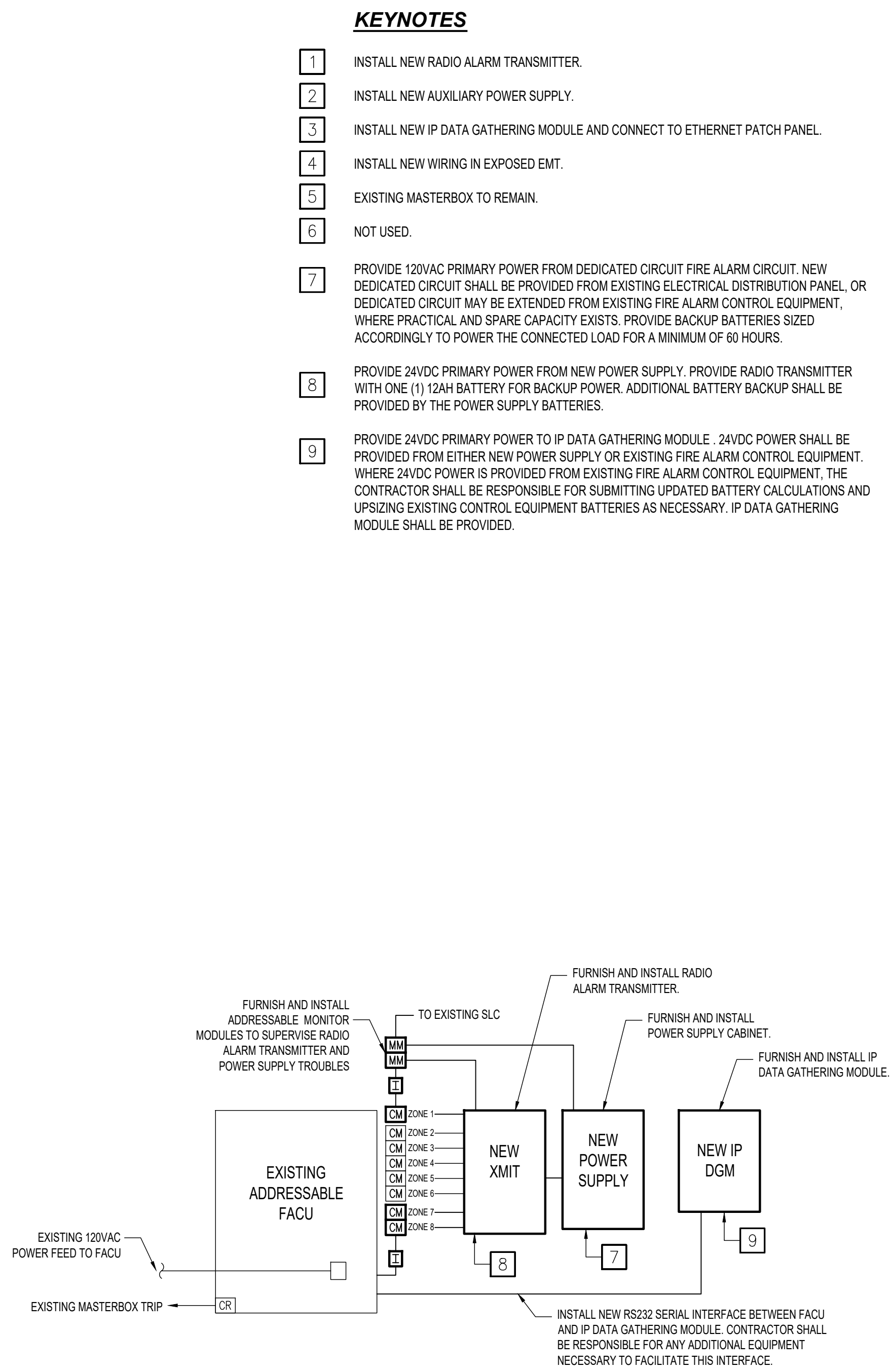
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KEANEY GYMNASIUM - EXISTING MASTERBOX  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE

SCALE: N.T.S.



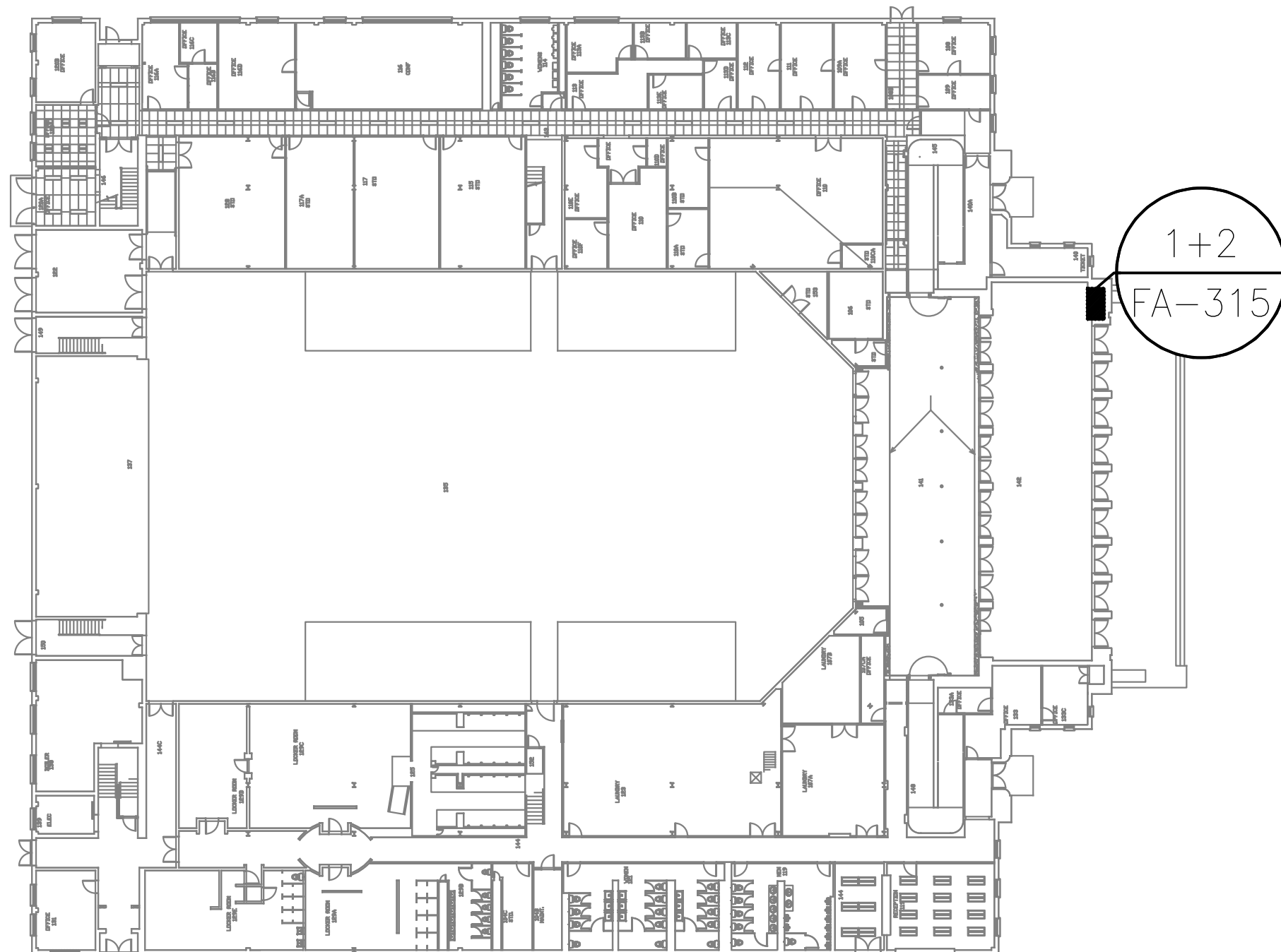
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KEANEY GYMNASIUM - EXISTING FIRE ALARM CONTROL PANEL  
LOBBY - SECTION VIEW

SCALE: N.T.S.



TYPICAL COMPATIBLE ADDRESSABLE FACU  
INTERFACE TO TRANSMITTERS DETAIL

SCALE: N.T.S.



KEANEY GYMNASIUM KEY PLAN

SCALE: N.T.S.

KEYNOTES

1. INSTALL NEW RADIO ALARM TRANSMITTER.
2. INSTALL NEW AUXILIARY POWER SUPPLY.
3. INSTALL NEW IP DATA GATHERING MODULE AND CONNECT TO ETHERNET PATCH PANEL.
4. INSTALL NEW WIRING IN EXPOSED EMT.
5. EXISTING MASTERBOX TO REMAIN.
6. NOT USED.
7. PROVIDE 120VAC PRIMARY POWER FROM DEDICATED CIRCUIT FIRE ALARM CIRCUIT. NEW DEDICATED CIRCUIT SHALL BE PROVIDED FROM EXISTING ELECTRICAL DISTRIBUTION PANEL, OR DEDICATED CIRCUIT MAY BE EXTENDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, WHERE PRACTICAL AND SPARE CAPACITY EXISTS. PROVIDE BACKUP BATTERIES SIZED ACCORDINGLY TO POWER THE CONNECTED LOAD FOR A MINIMUM OF 60 HOURS.
8. PROVIDE 24VDC PRIMARY POWER FROM NEW POWER SUPPLY. PROVIDE RADIO TRANSMITTER WITH ONE (1) 12AH BATTERY FOR BACKUP POWER. ADDITIONAL BATTERY BACKUP SHALL BE PROVIDED BY THE POWER SUPPLY BATTERIES.
9. PROVIDE 24VDC PRIMARY POWER TO IP DATA GATHERING MODULE. 24VDC POWER SHALL BE PROVIDED FROM EITHER NEW POWER SUPPLY OR EXISTING FIRE ALARM CONTROL EQUIPMENT, WHERE 24VDC POWER IS PROVIDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING UPDATED BATTERY CALCULATIONS AND UPSIZING EXISTING CONTROL EQUIPMENT BATTERIES AS NECESSARY. IP DATA GATHERING MODULE SHALL BE PROVIDED.

NO.	REVISION	DATE

UNIVERSITY OF RHODE ISLAND  
KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

URI KINGSTON CAMPUS  
KINGSTON, RI 02881

1MJB00329.053

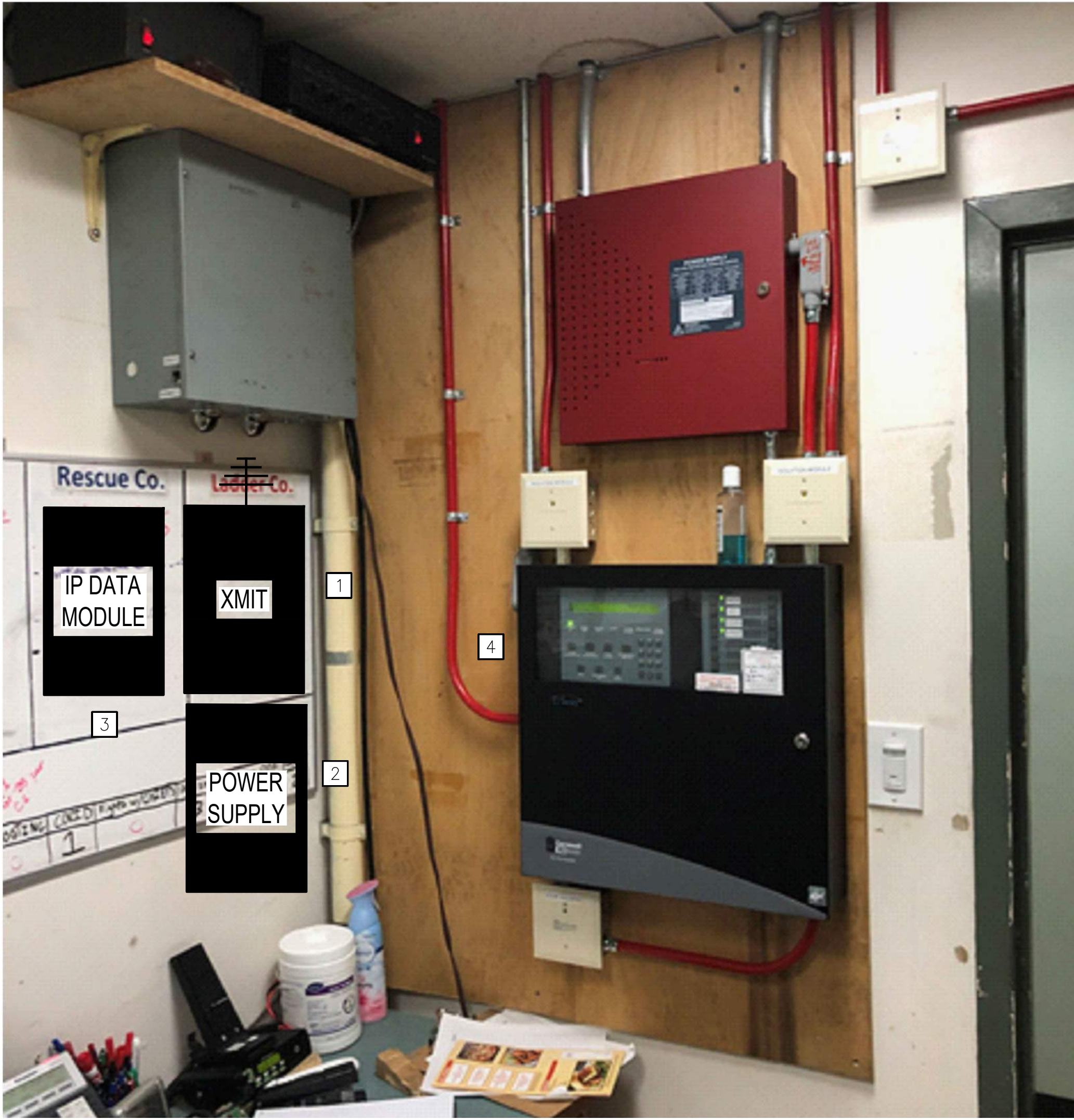
OCTOBER 7, 2022

RCM / EBJ

CLC / RCM

EBJ / JWS



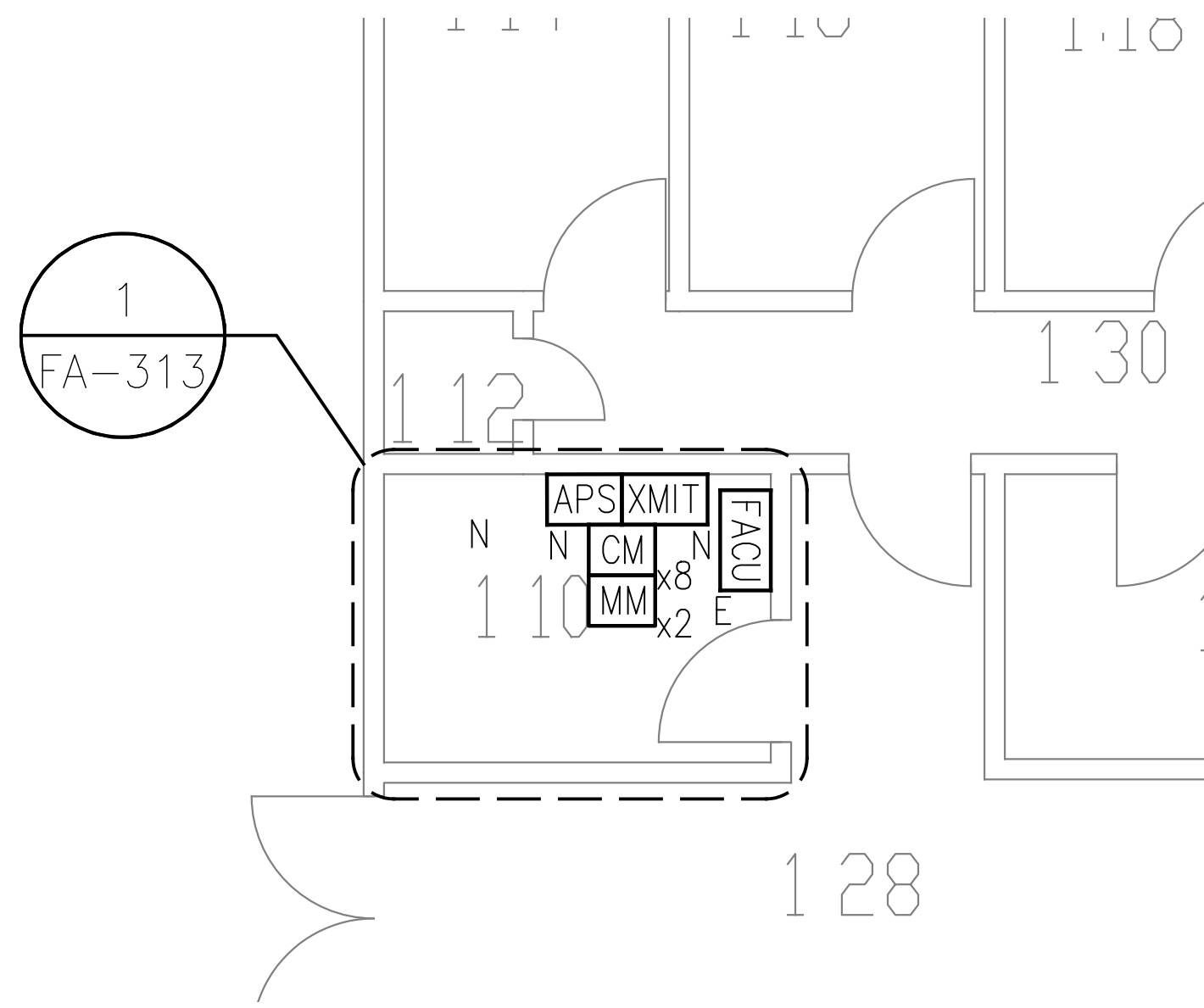


1 KINGSTON FIRE - EXISTING FIRE ALARM CONTROL PANEL  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.

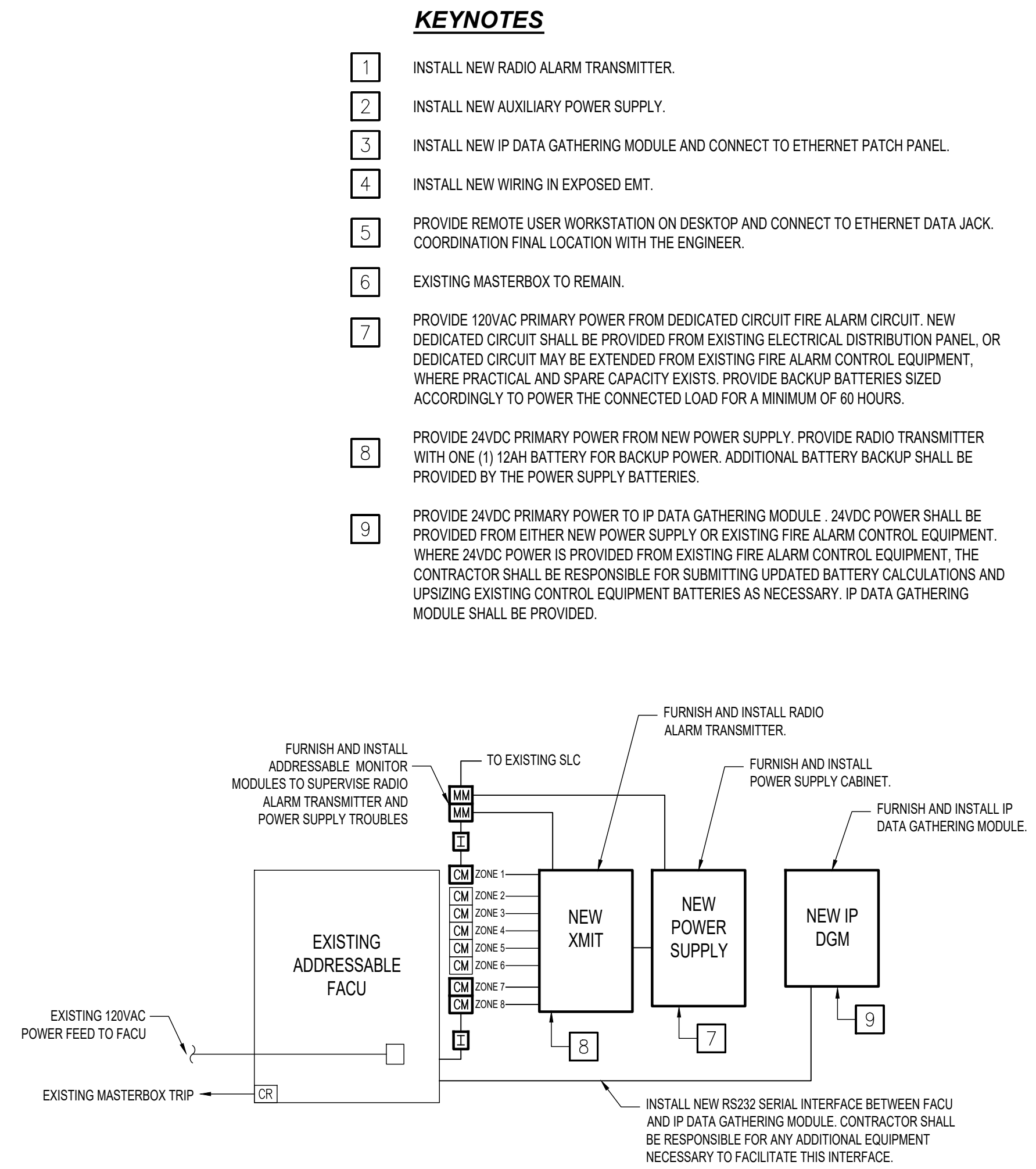
EXISTING FACU: FCI E3



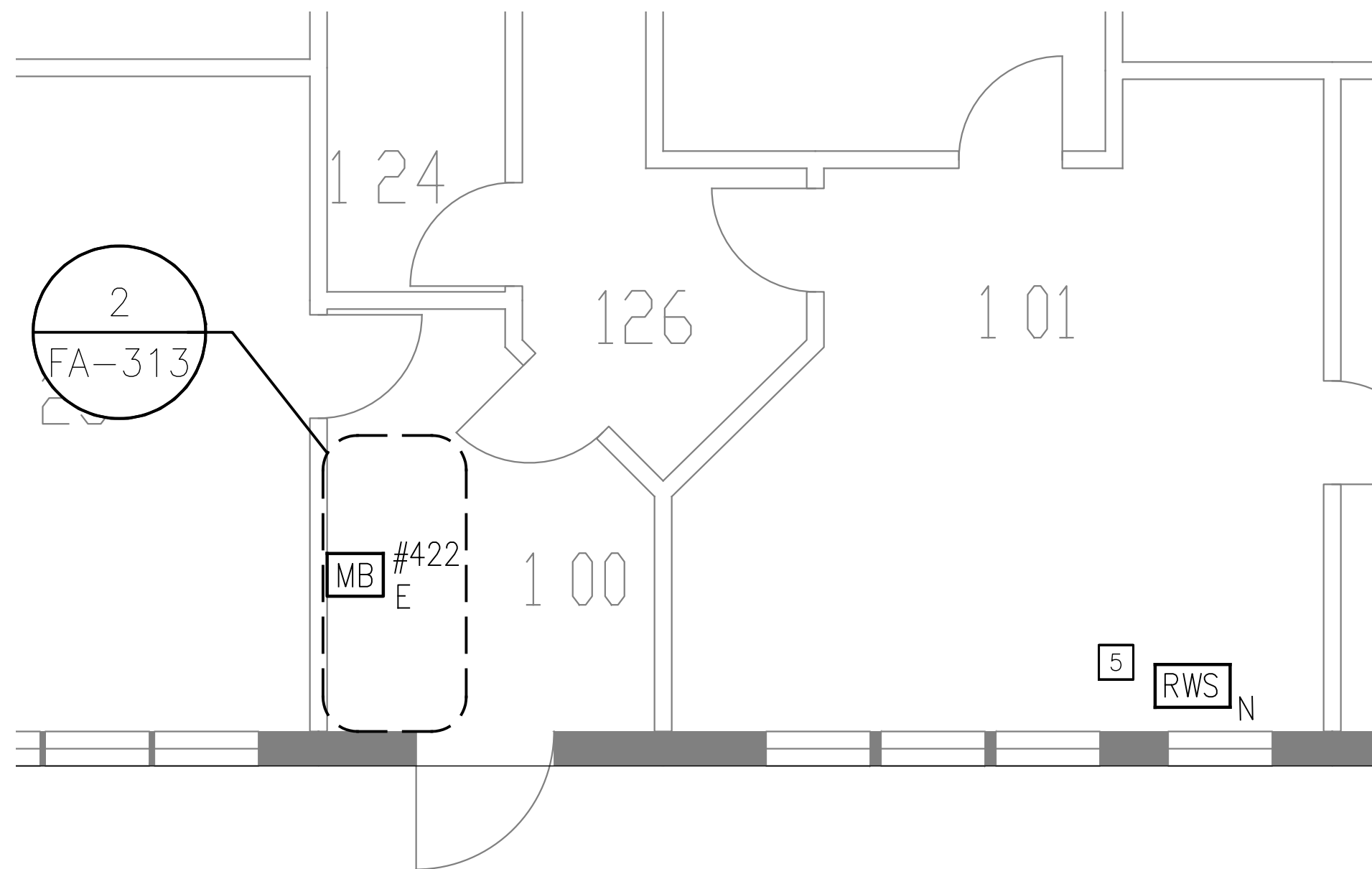
2 KINGSTON FIRE - EXISTING MASTERBOX  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.



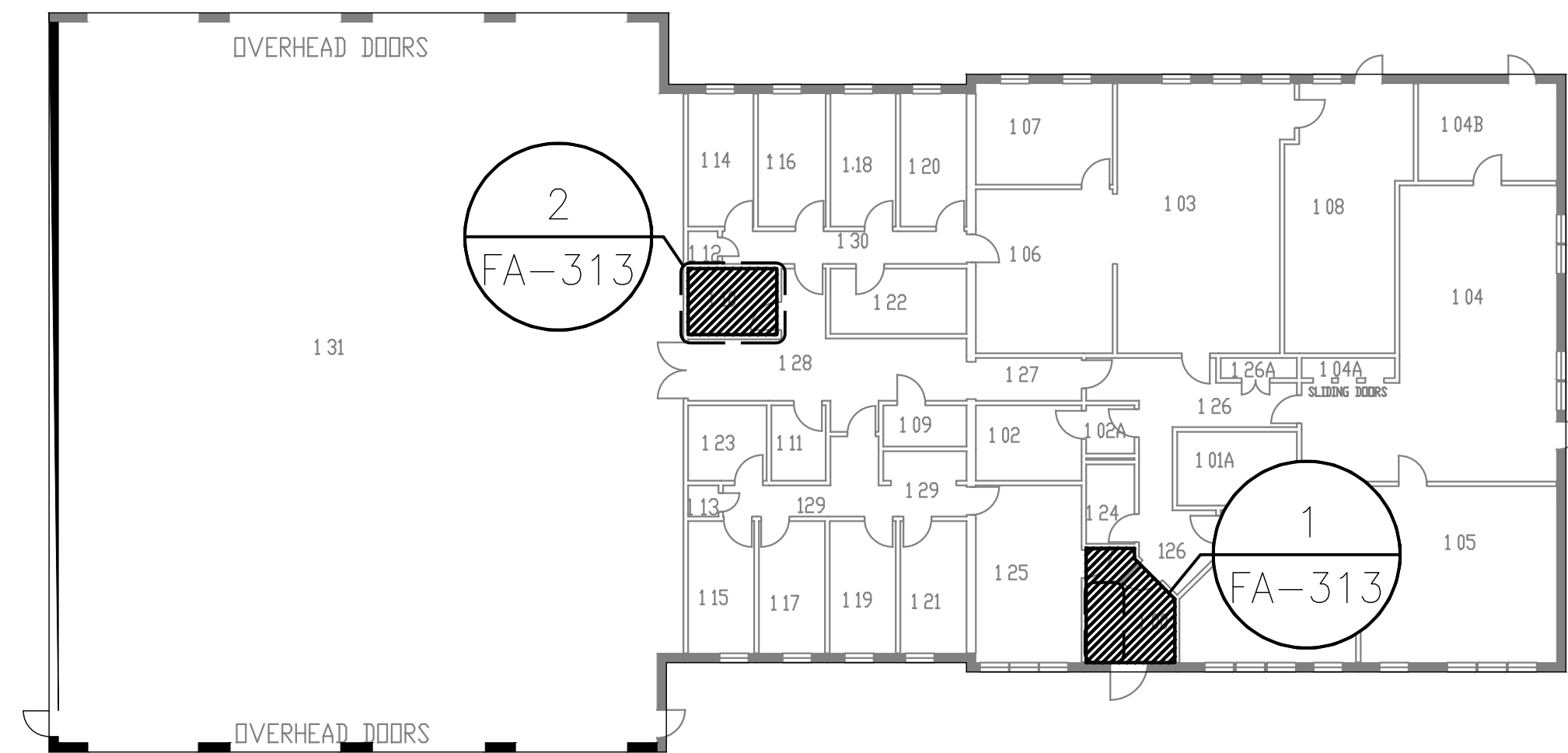
1 KINGSTON FIRE - EXISTING FIRE ALARM CONTROL PANEL  
COMMUNICATIONS OFFICE (110) - SECTION VIEW  
SCALE: N.T.S.



TYPICAL COMPATIBLE ADDRESSABLE FACU  
INTERFACE TO TRANSMITTERS DETAIL  
SCALE: N.T.S.



2 KINGSTON FIRE - EXISTING MASTERBOX  
VESTIBULE (100) - SECTION VIEW  
SCALE: N.T.S.



KINGSTON FIRE STATION KEY PLAN  
SCALE: N.T.S.

#### KEYNOTES

1. INSTALL NEW RADIO ALARM TRANSMITTER.
2. INSTALL NEW AUXILIARY POWER SUPPLY.
3. INSTALL NEW IP DATA GATHERING MODULE AND CONNECT TO ETHERNET PATCH PANEL.
4. INSTALL NEW WIRING IN EXPOSED EMT.
5. PROVIDE REMOTE USER WORKSTATION ON DESKTOP AND CONNECT TO ETHERNET DATA JACK. COORDINATION FINAL LOCATION WITH THE ENGINEER.
6. EXISTING MASTERBOX TO REMAIN.
7. PROVIDE 120VAC PRIMARY POWER FROM DEDICATED CIRCUIT FIRE ALARM CIRCUIT. NEW DEDICATED CIRCUIT SHALL BE PROVIDED FROM EXISTING ELECTRICAL DISTRIBUTION PANEL, OR DEDICATED CIRCUIT MAY BE EXTENDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, WHERE PRACTICAL AND SPARE CAPACITY EXISTS. PROVIDE BACKUP BATTERIES SIZED ACCORDINGLY TO POWER THE CONNECTED LOAD FOR A MINIMUM OF 60 HOURS.
8. PROVIDE 24VDC PRIMARY POWER FROM NEW POWER SUPPLY. PROVIDE RADIO TRANSMITTER WITH ONE (1) 12AH BATTERY FOR BACKUP POWER. ADDITIONAL BATTERY BACKUP SHALL BE PROVIDED BY THE POWER SUPPLY BATTERIES.
9. PROVIDE 24VDC PRIMARY POWER TO IP DATA GATHERING MODULE. 24VDC POWER SHALL BE PROVIDED FROM EITHER NEW POWER SUPPLY OR EXISTING FIRE ALARM CONTROL EQUIPMENT. WHERE 24VDC POWER IS PROVIDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING UPDATED BATTERY CALCULATIONS AND UPSIZING EXISTING CONTROL EQUIPMENT BATTERIES AS NECESSARY. IP DATA GATHERING MODULE SHALL BE PROVIDED.

IT IS A VIOLATION OF STATE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER, TO ALTER THIS DRAWING IN ANY WAY. IF AN ITEM IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO THE ITEM HIS/HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS/HER SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

KEY PLAN

NO.	REVISION	DATE

PROJECT  
UNIVERSITY OF RHODE ISLAND  
KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

ADDRESS  
URI KINGSTON CAMPUS  
KINGSTON, RI 02881

PROJECT NO  
1MJ800329.053

DATE  
OCTOBER 7, 2022

DESIGN  
RCM / EBJ

DRAWN BY  
CLC / RCM

CHECKED BY  
EBJ / JWS

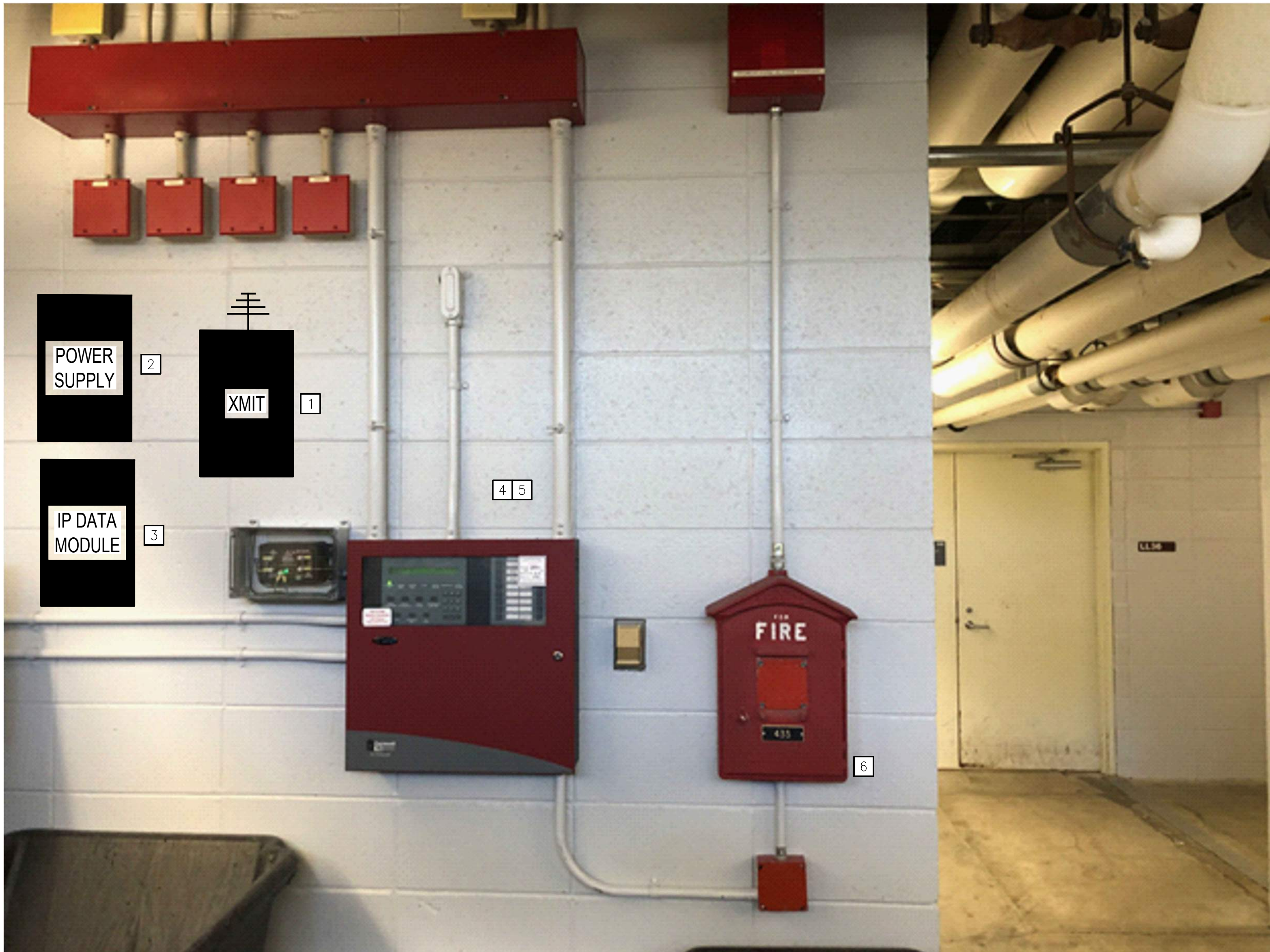
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TITLE  
KINGSTON FIRE STATION FIRE  
ALARM REPORTING PLAN

NUMBER  
FA-313

SHEET  
21 OF 34

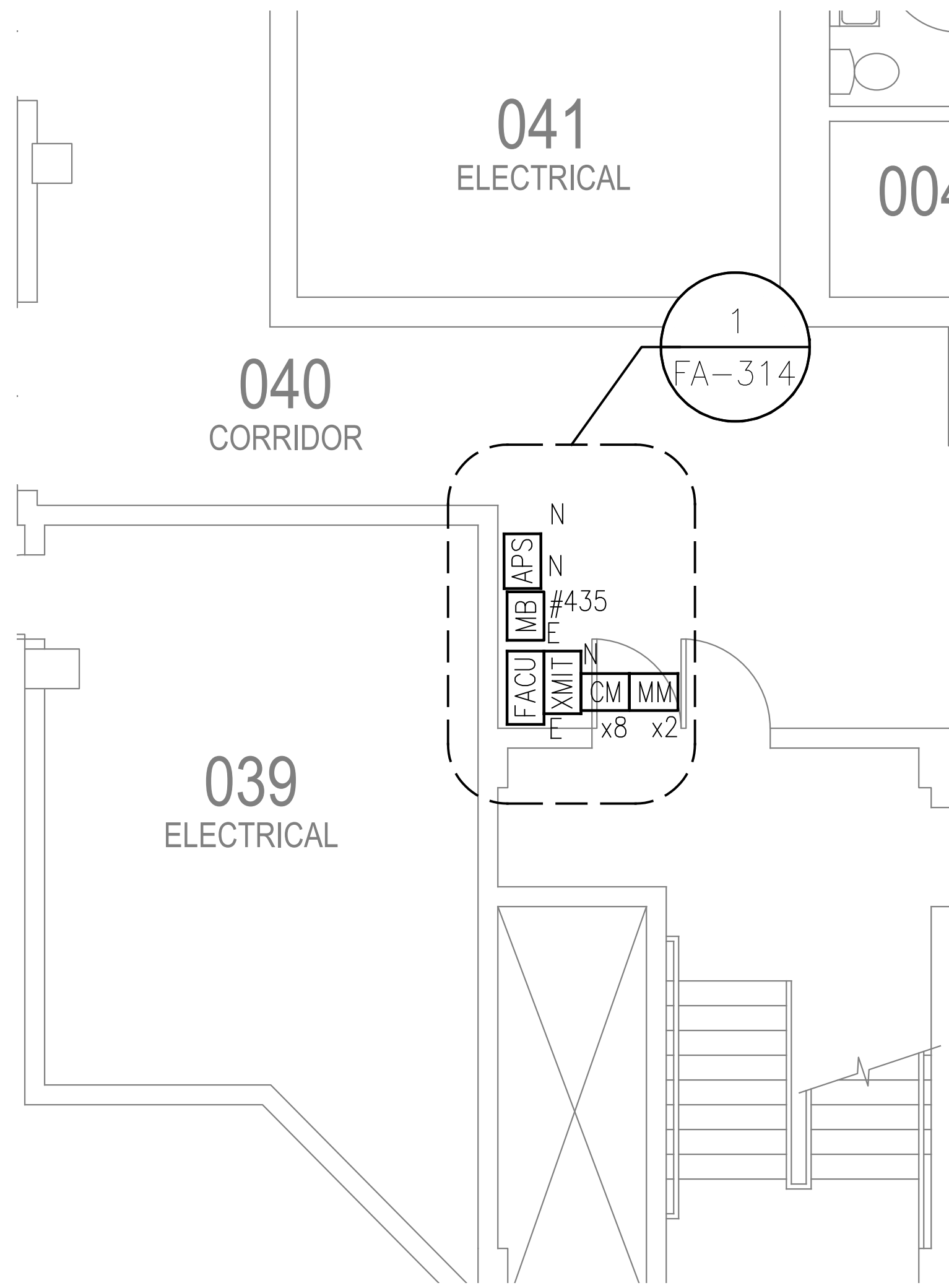




**CAROTHER'S LIBRARY - EXISTING FACP & MASTERBOX  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE**

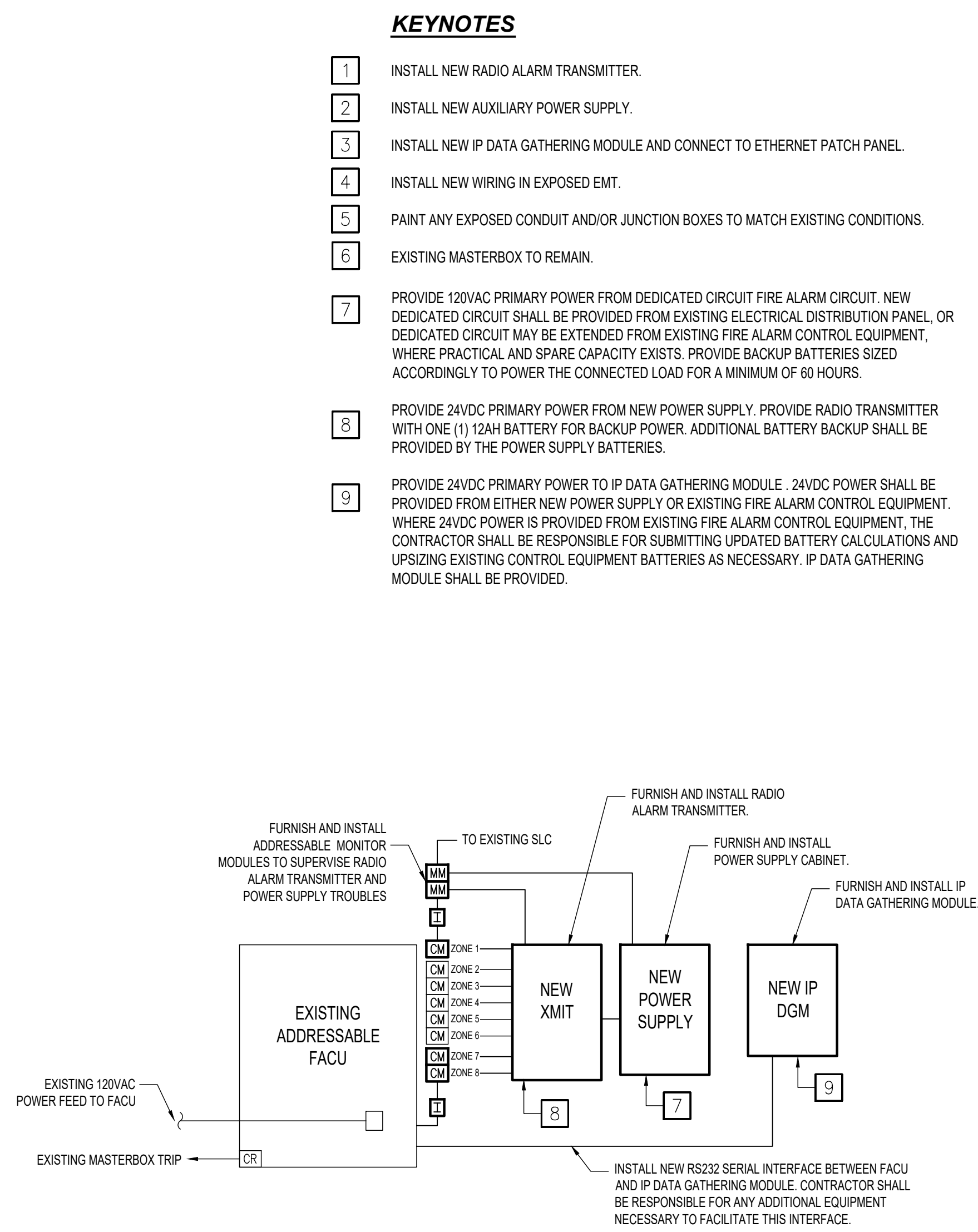
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EXISTING FACU: FCI E3



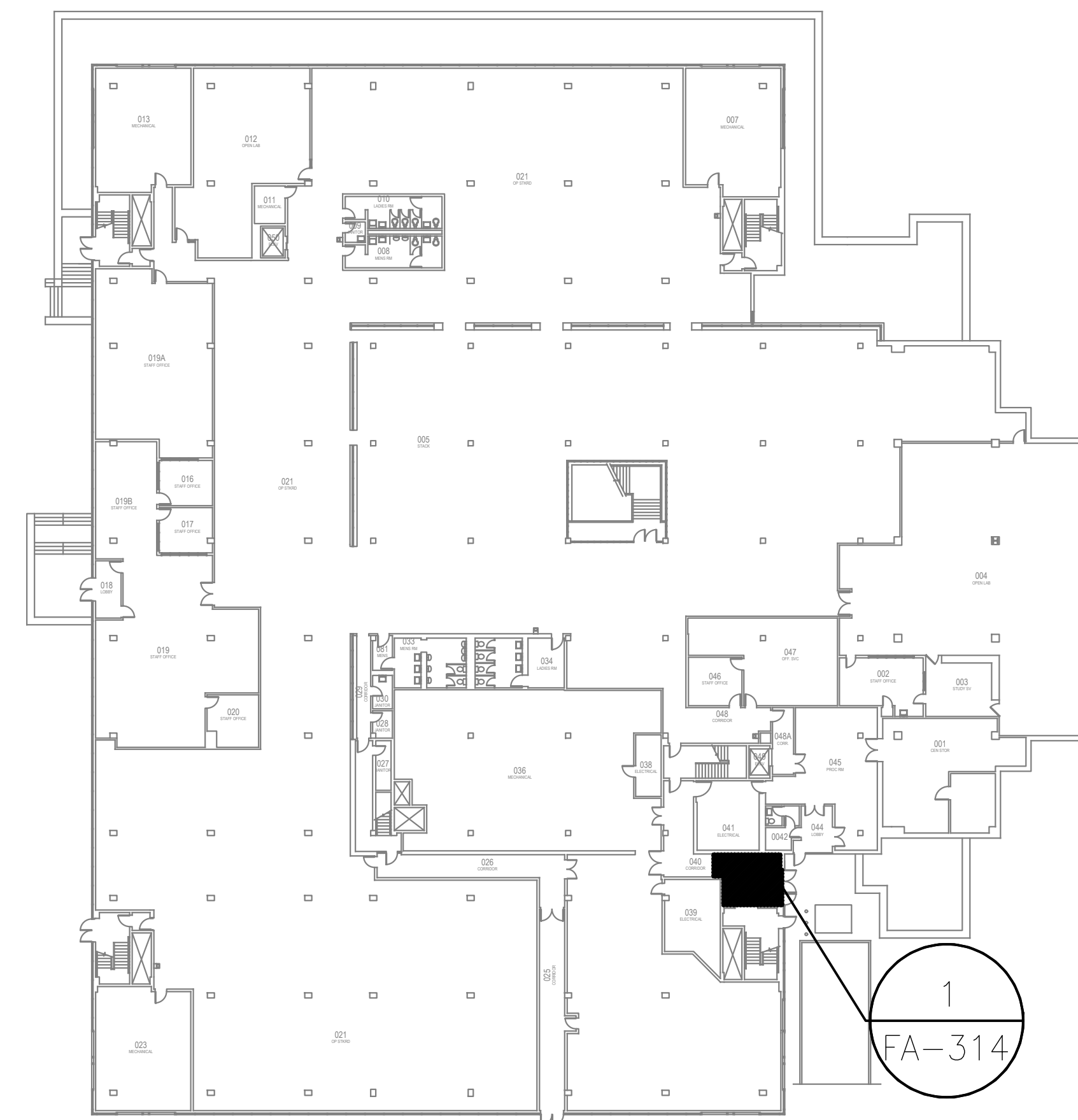
**CAROTHER'S LIBRARY - EXISTING FACP & MASTERBOX  
BASEMENT CORRIDOR - SECTION VIEW**

SCALE: N.T.S.



**TYPICAL COMPATIBLE ADDRESSABLE FACU  
INTERFACE TO TRANSMITTERS DETAIL**

SCALE: N.T.S.



**CAROTHERS LIBRARY KEY PLAN**

SCALE: N.T.S.

IT IS A VIOLATION OF STATE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER, TO ALTER THIS DRAWING IN ANY WAY. IF AN ITEM IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO THE ITEM HIS/HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS/HER SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

KEY PLAN

NO.	REVISION	DATE

PROJECT

UNIVERSITY OF RHODE ISLAND  
KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

ADDRESS

URI KINGSTON CAMPUS  
KINGSTON, RI 02881

PROJECT NO

1MJB00329.053

DATE

OCTOBER 7, 2022

DESIGN

RCM / EBJ

DRAWN BY

CLC / RCM

CHECKED BY

EBJ / JWS

SCALE

TITLE

CAROTHERS LIBRARY FIRE ALARM  
REPORTING PLAN

NUMBER

FA-314

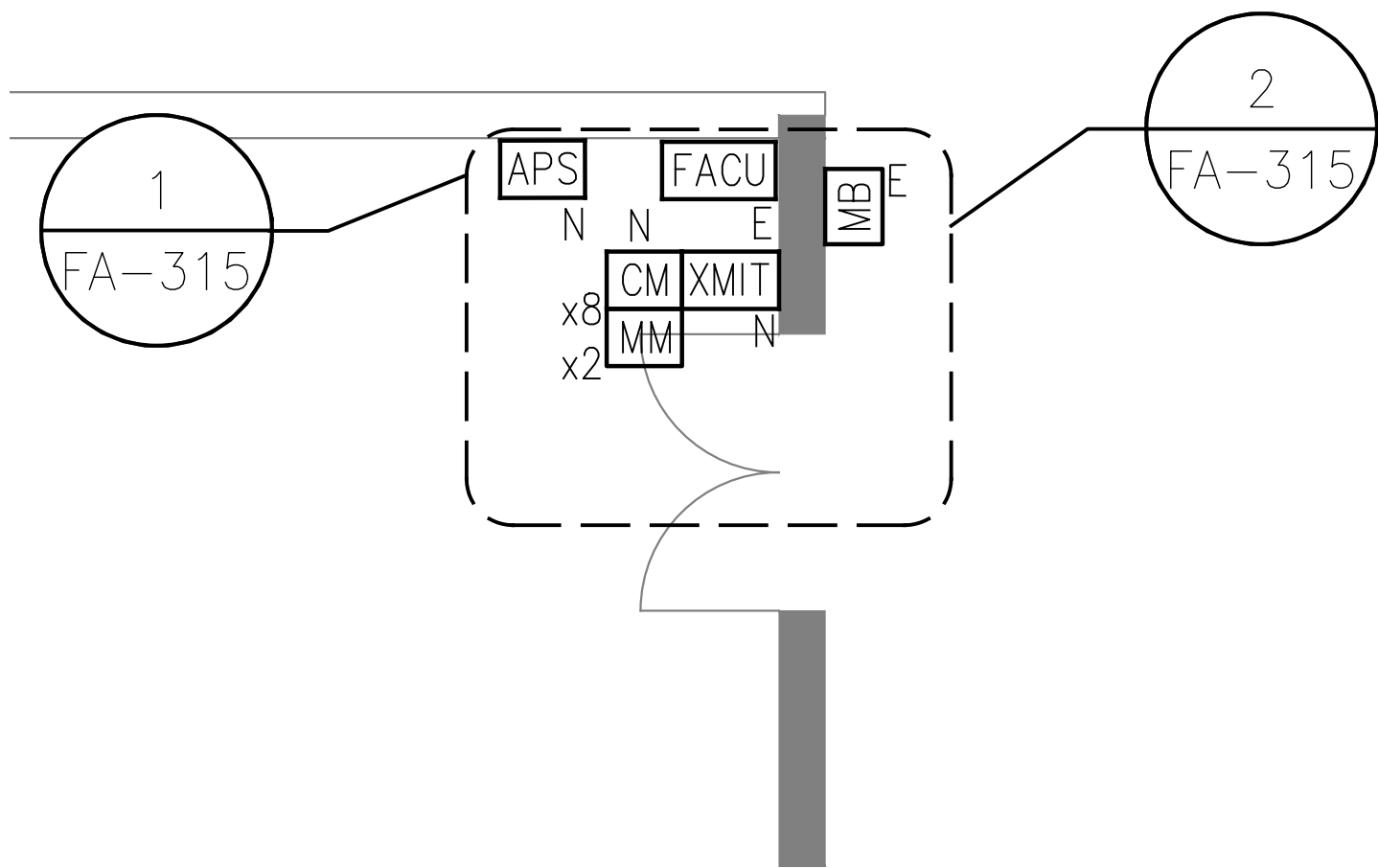
SHEET

22 OF 34

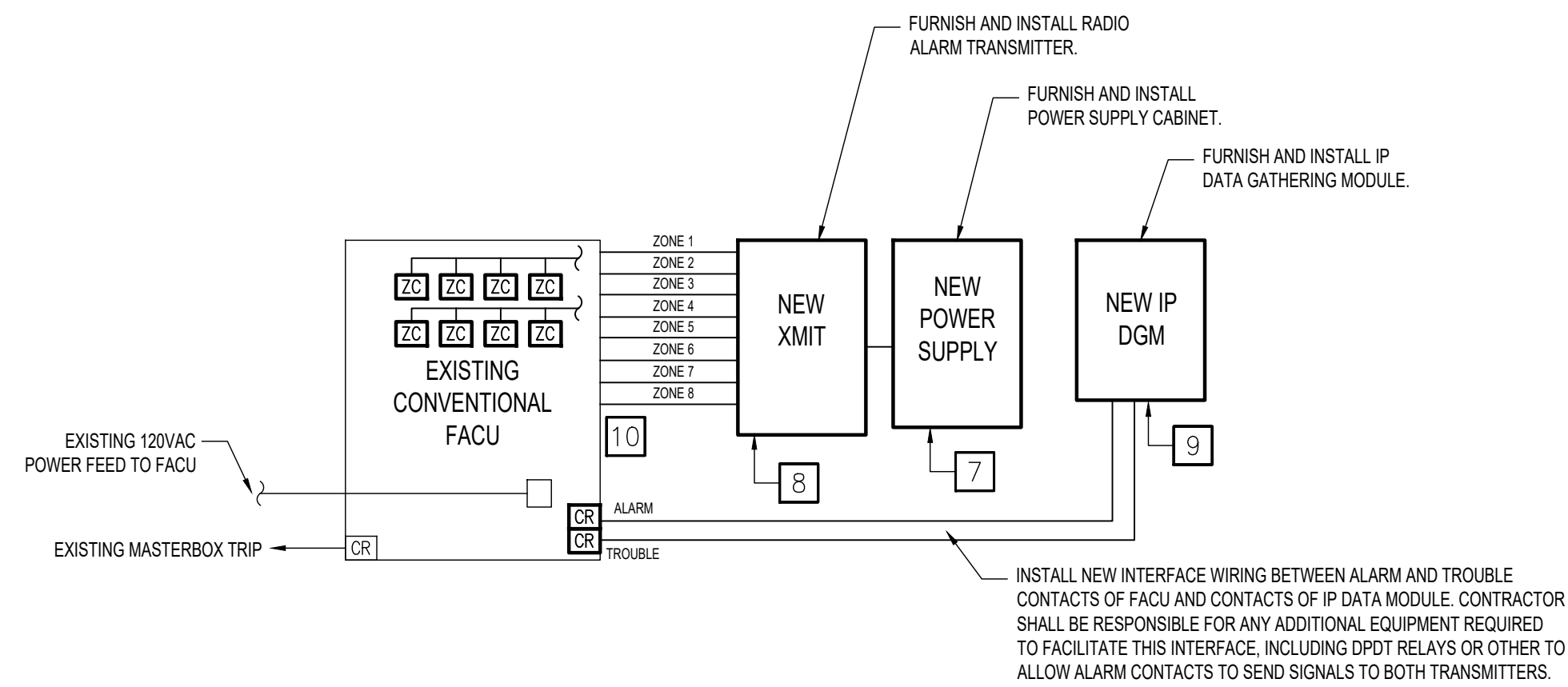




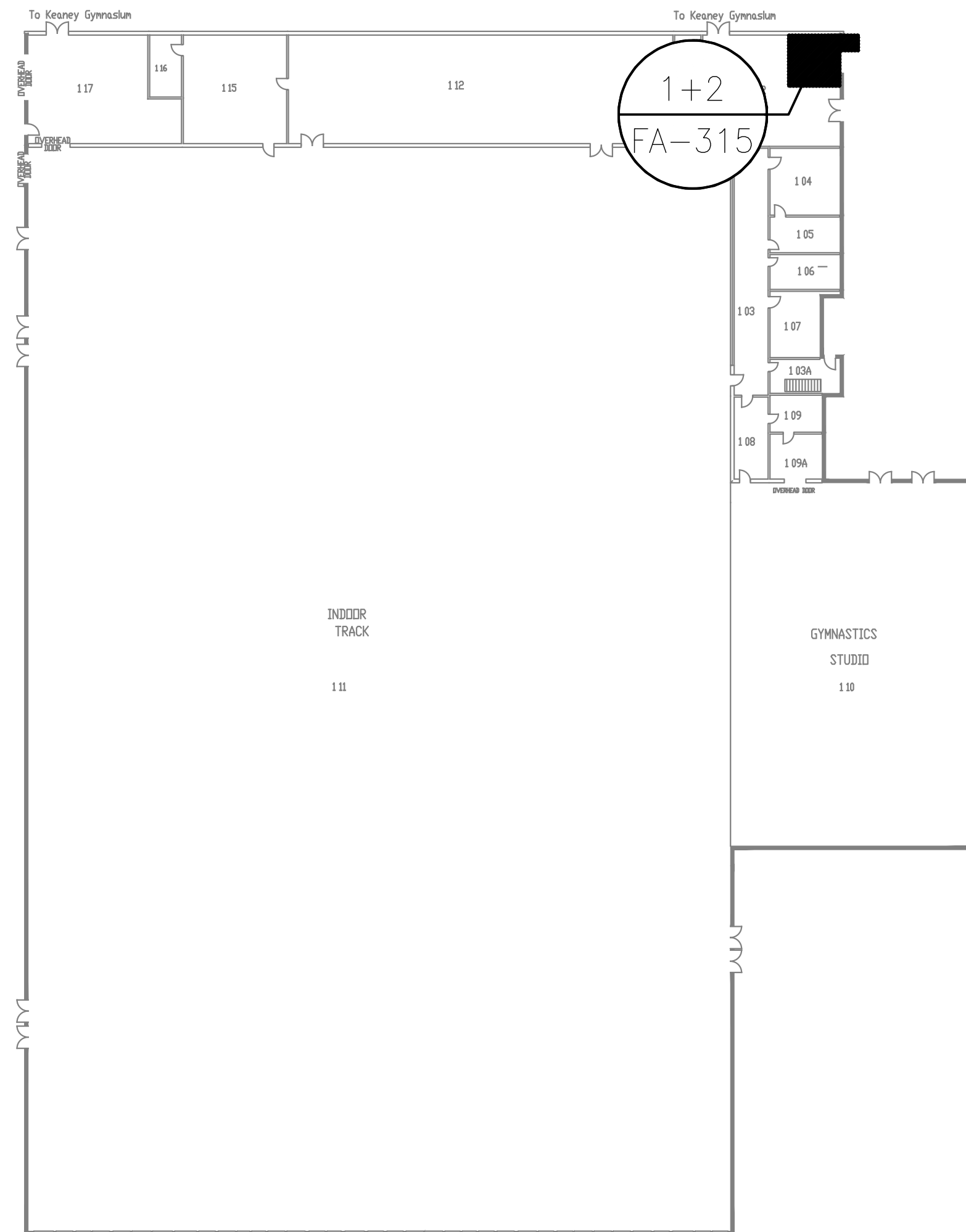
1 MACKAL FIELDHOUSE - EXISTING FIRE ALARM CONTROL PANEL  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.



1+2 MACKAL FIELDHOUSE - EXISTING FACP & MASTERBOX  
VESTIBULE (102) - SECTION VIEW  
SCALE: N.T.S.



TYPICAL CONVENTIONAL FACU  
INTERFACE TO TRANSMITTERS DETAIL  
SCALE: N.T.S.



MACKAL FIELDHOUSE KEY PLAN  
SCALE: 1/32" = 1'0"



2 MACKAL FIELDHOUSE - EXISTING MASTERBOX  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.

#### KEYNOTES

- 1 INSTALL NEW RADIO ALARM TRANSMITTER.
- 2 INSTALL NEW AUXILIARY POWER SUPPLY.
- 3 INSTALL NEW IP DATA GATHERING MODULE AND CONNECT TO ETHERNET PATCH PANEL.
- 4 INSTALL NEW WIRING IN EXPOSED EMT.
- 5 EXISTING MASTERBOX TO REMAIN.
- 6 NOT USED.
- 7 PROVIDE 120VAC PRIMARY POWER FROM DEDICATED CIRCUIT FIRE ALARM CIRCUIT. NEW DEDICATED CIRCUIT SHALL BE PROVIDED FROM EXISTING ELECTRICAL DISTRIBUTION PANEL. OR DEDICATED CIRCUIT MAY BE EXTENDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, WHERE PRACTICAL AND SPARE CAPACITY EXISTS. PROVIDE BACKUP BATTERIES SIZED ACCORDINGLY TO POWER THE CONNECTED LOAD FOR A MINIMUM OF 60 HOURS.
- 8 PROVIDE 24VDC PRIMARY POWER FROM NEW POWER SUPPLY. PROVIDE RADIO TRANSMITTER WITH ONE (1) 12AH BATTERY FOR BACKUP POWER. ADDITIONAL BATTERY BACKUP SHALL BE PROVIDED BY THE POWER SUPPLY BATTERIES.
- 9 PROVIDE 24VDC PRIMARY POWER TO IP DATA GATHERING MODULE. 24VDC POWER SHALL BE PROVIDED FROM EITHER NEW POWER SUPPLY OR EXISTING FIRE ALARM CONTROL EQUIPMENT. WHERE 24VDC POWER IS PROVIDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING UPDATED BATTERY CALCULATIONS AND UPSIZING EXISTING CONTROL EQUIPMENT BATTERIES AS NECESSARY. IP DATA GATHERING MODULE SHALL BE PROVIDED.
- 10 EXTEND EXISTING INITIATING DEVICE CIRCUIT FROM CONVENTIONAL PANEL OR NEAREST FIELD DEVICE TO CONNECT TO TROUBLE CONTACTS ON NEW RADIO ALARM TRANSMITTER AND NEW POWER SUPPLY. EXISTING FIRE ALARM SYSTEM SHALL SUPERVISE RADIO ALARM TRANSMITTER AND POWER SUPPLY FOR GENERAL FAULTS.

NO.	REVISION	DATE

PROJECT	UNIVERSITY OF RHODE ISLAND KINGSTON CAMPUS FIRE ALARM REPORTING SYSTEM UPGRADES PHASE 1
ADDRESS	URI KINGSTON CAMPUS KINGSTON, RI 02881
PROJECT NO	1MJB00329.053
DATE	OCTOBER 7, 2022
DESIGN	RCM / EBJ
DRAWN BY	CLC / RCM
CHECKED BY	EBJ / JWS
SCALE	
TITLE	MACKAL FIELDHOUSE FIRE ALARM REPORTING PLAN
NUMBER	FA-315
SHEET	23 OF 34



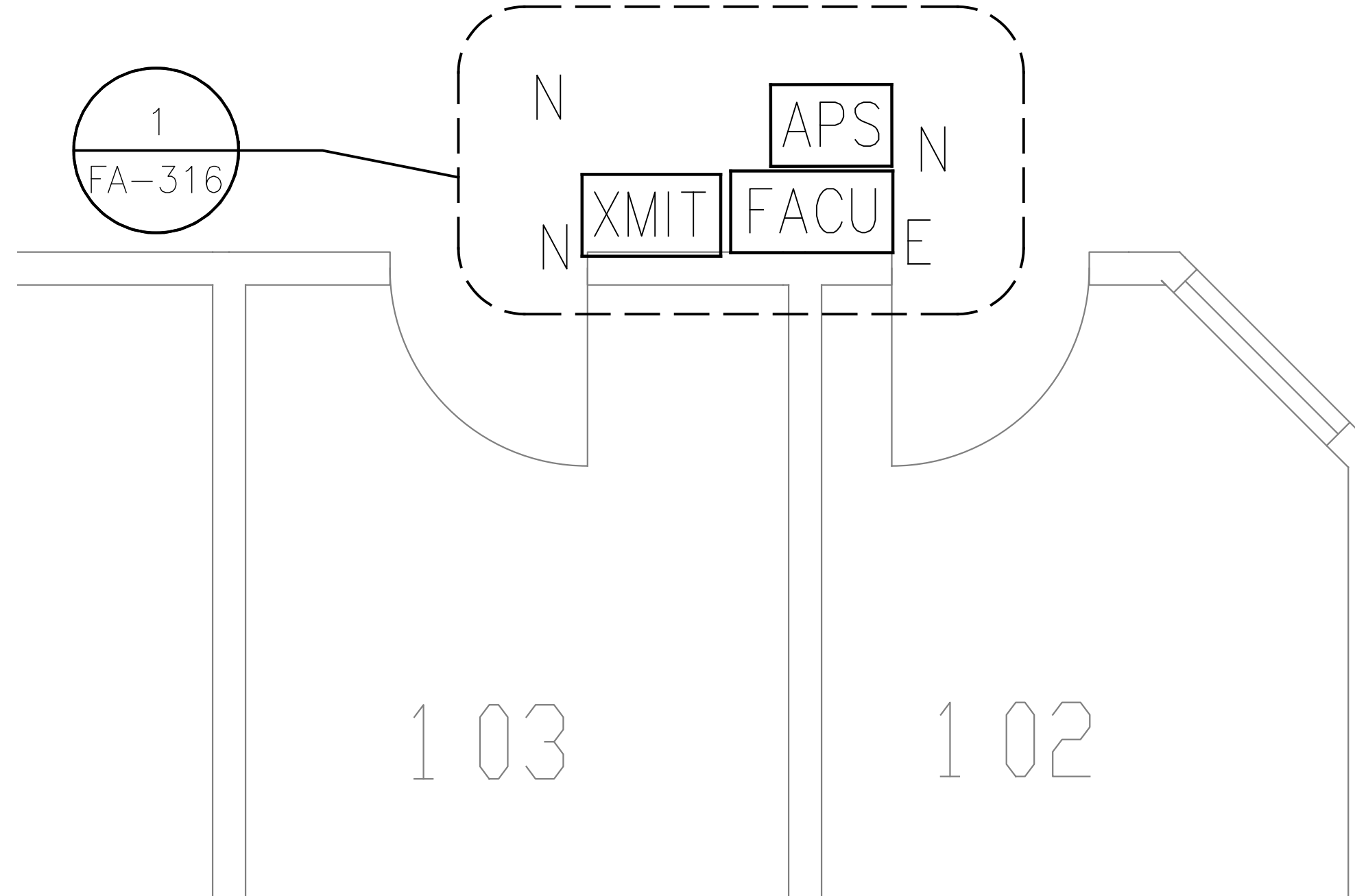
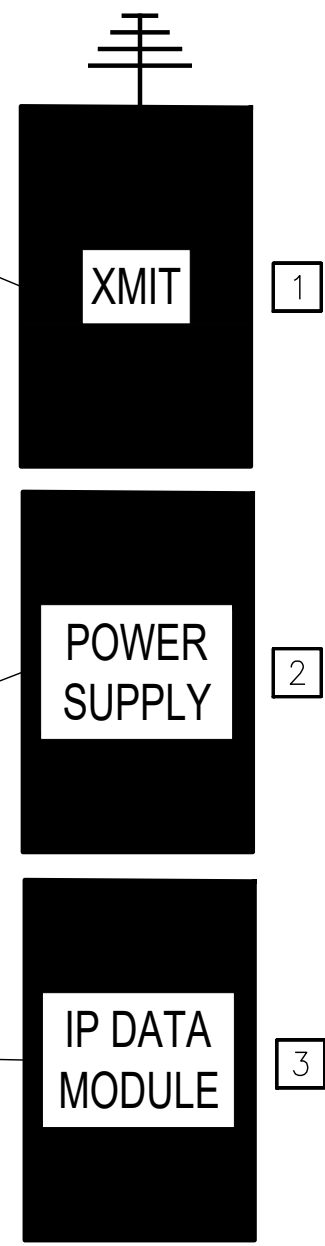


1 POLICE STATION - EXISTING FIRE ALARM CONTROL PANEL  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.

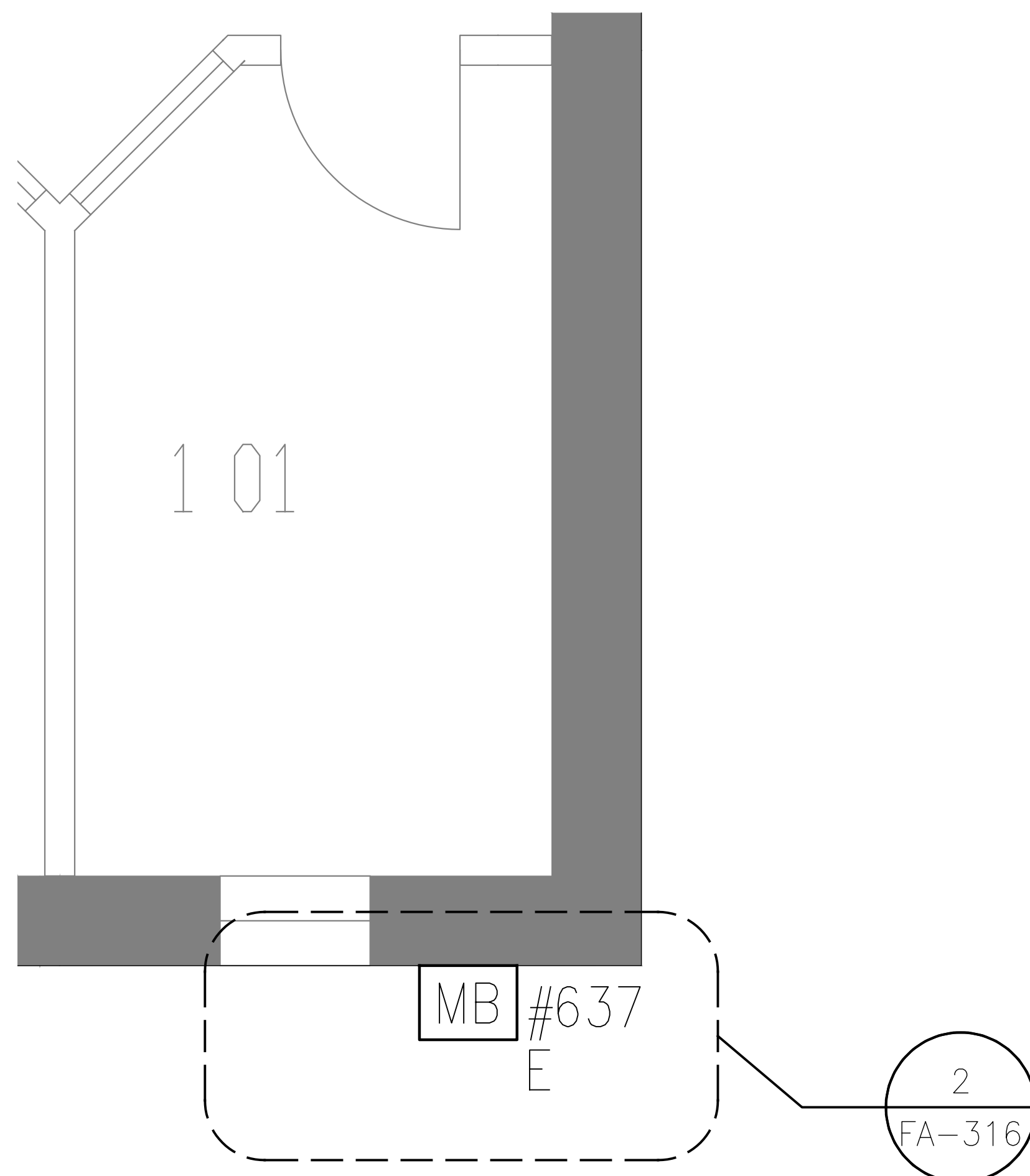
EXISTING FACU: FCI FC-72



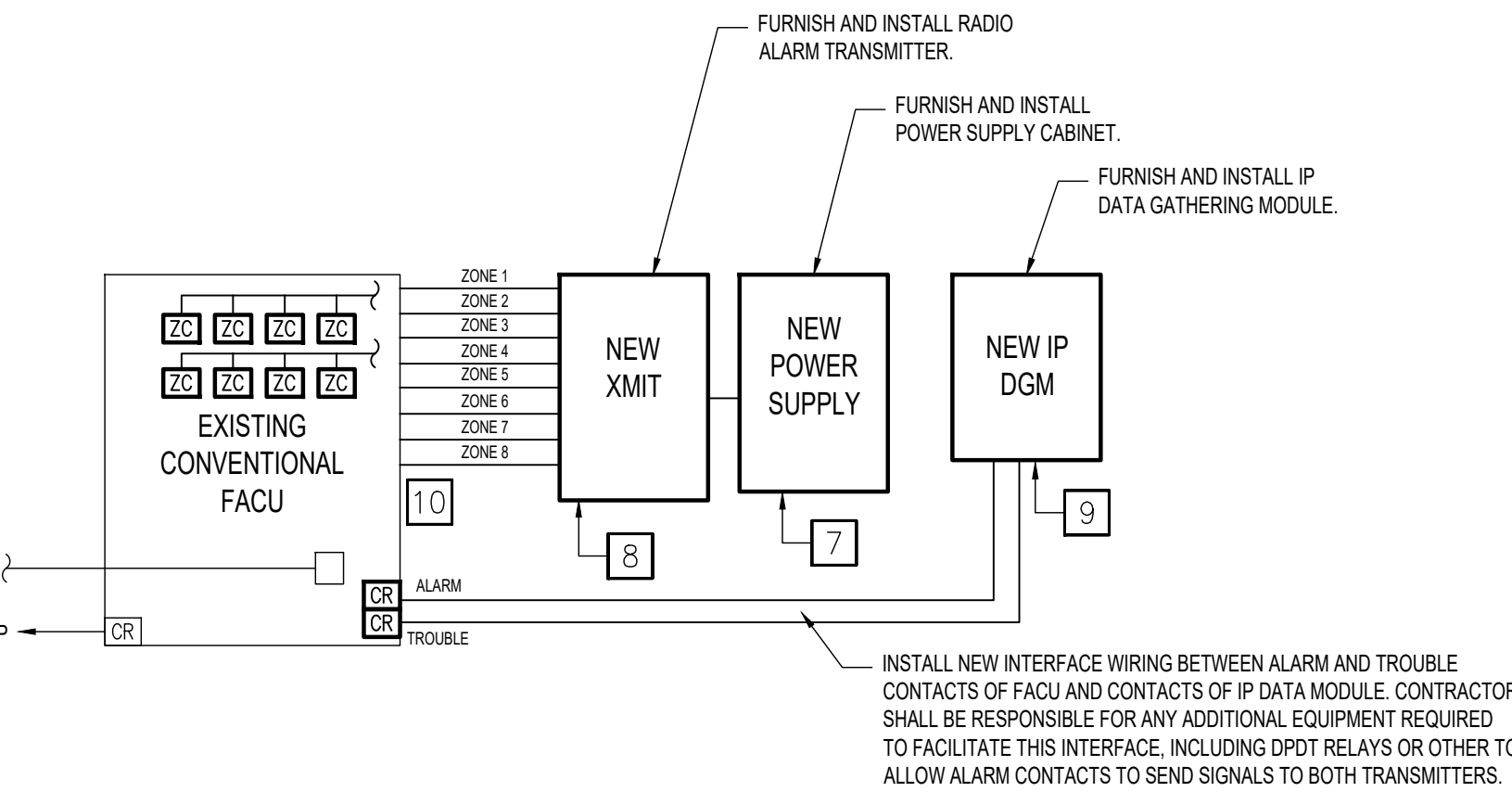
2 POLICE STATION - EXISTING MASTERBOX  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.



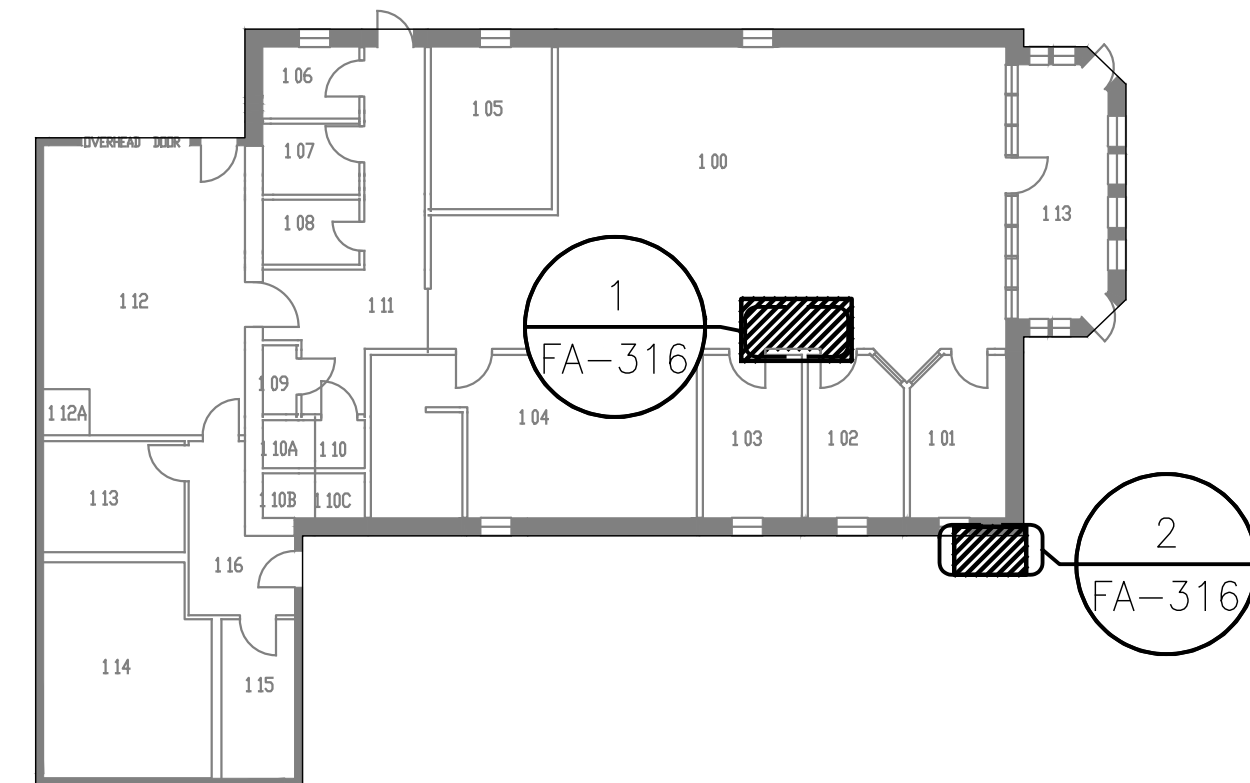
1 POLICE STATION - EXISTING FIRE ALARM CONTROL PANEL  
FACP LOCATION - SECTION VIEW  
SCALE: N.T.S.



2 POLICE STATION - EXISTING MASTERBOX  
MASTERBOX LOCATION - SECTION VIEW  
SCALE: N.T.S.



TYPICAL CONVENTIONAL FACU  
INTERFACE TO TRANSMITTERS DETAIL  
SCALE: N.T.S.



POLICE SUB-STATION KEY PLAN  
SCALE: N.T.S.

- KEYNOTES**
- 1 INSTALL NEW RADIO ALARM TRANSMITTER.
  - 2 INSTALL NEW AUXILIARY POWER SUPPLY.
  - 3 INSTALL NEW IP DATA GATHERING MODULE AND CONNECT TO ETHERNET PATCH PANEL.
  - 4 CONCEAL NEW WIRING INSIDE EXISTING WALL. NEW WIRING SHALL BE INSTALLED IN FLEXIBLE METALLIC CONDUIT. CONTRACTOR SHALL PATCH AND PAINT ANY DISTURBANCES MADE TO THE EXISTING WALL TO FACILITATE TRANSMITTER INSTALLATION.
  - 5 EXISTING MASTERBOX TO REMAIN.
  - 6 OWNER TO RELOCATE PICTURE FRAME OR FILING CABINET TO MAKE ROOM FOR THE PROPOSED TRANSMITTER AND POWER SUPPLY.
  - 7 PROVIDE 120VAC PRIMARY POWER FROM DEDICATED CIRCUIT FIRE ALARM CIRCUIT. NEW DEDICATED CIRCUIT SHALL BE PROVIDED FROM EXISTING ELECTRICAL DISTRIBUTION PANEL, OR DEDICATED CIRCUIT MAY BE EXTENDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, WHERE PRACTICAL AND SPARE CAPACITY EXISTS. PROVIDE BACKUP BATTERIES SIZED ACCORDINGLY TO POWER THE CONNECTED LOAD FOR A MINIMUM OF 60 HOURS.
  - 8 PROVIDE 24VDC PRIMARY POWER FROM NEW POWER SUPPLY. PROVIDE RADIO TRANSMITTER WITH ONE (1) 12AH BATTERY FOR BACKUP POWER. ADDITIONAL BATTERY BACKUP SHALL BE PROVIDED BY THE POWER SUPPLY BATTERIES.
  - 9 PROVIDE 24VDC PRIMARY POWER TO IP DATA GATHERING MODULE. 24VDC POWER SHALL BE PROVIDED FROM EITHER NEW POWER SUPPLY OR EXISTING FIRE ALARM CONTROL EQUIPMENT. WHERE 24VDC POWER IS PROVIDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING UPDATED BATTERY CALCULATIONS AND UPSIZING EXISTING CONTROL EQUIPMENT BATTERIES AS NECESSARY. IP DATA GATHERING MODULE SHALL BE PROVIDED.
  - 10 EXTEND EXISTING INITIATING DEVICE CIRCUIT FROM CONVENTIONAL PANEL OR NEAREST FIELD DEVICE TO CONNECT TO TROUBLE CONTACTS ON NEW RADIO ALARM TRANSMITTER AND NEW POWER SUPPLY. EXISTING FIRE ALARM SYSTEM SHALL SUPERVISE RADIO ALARM TRANSMITTER AND POWER SUPPLY FOR GENERAL FAULTS.

IT IS A VIOLATION OF STATE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER, TO ALTER THIS DRAWING IN ANY WAY. IF AN ITEM IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO THE ITEM HIS/HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS/HER SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

KEY PLAN

NO.	REVISION	DATE

PROJECT

UNIVERSITY OF RHODE ISLAND  
KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

ADDRESS URI KINGSTON CAMPUS  
KINGSTON, RI 02881

PROJECT NO 1MJB00329.053

DATE OCTOBER 7, 2022

DESIGN RCM / EBJ

DRAWN BY CLC / RCM

CHECKED BY EBJ / JWS

SCALE

TITLE

POLICE SUBSTATION  
FIRE ALARM REPORTING PLAN

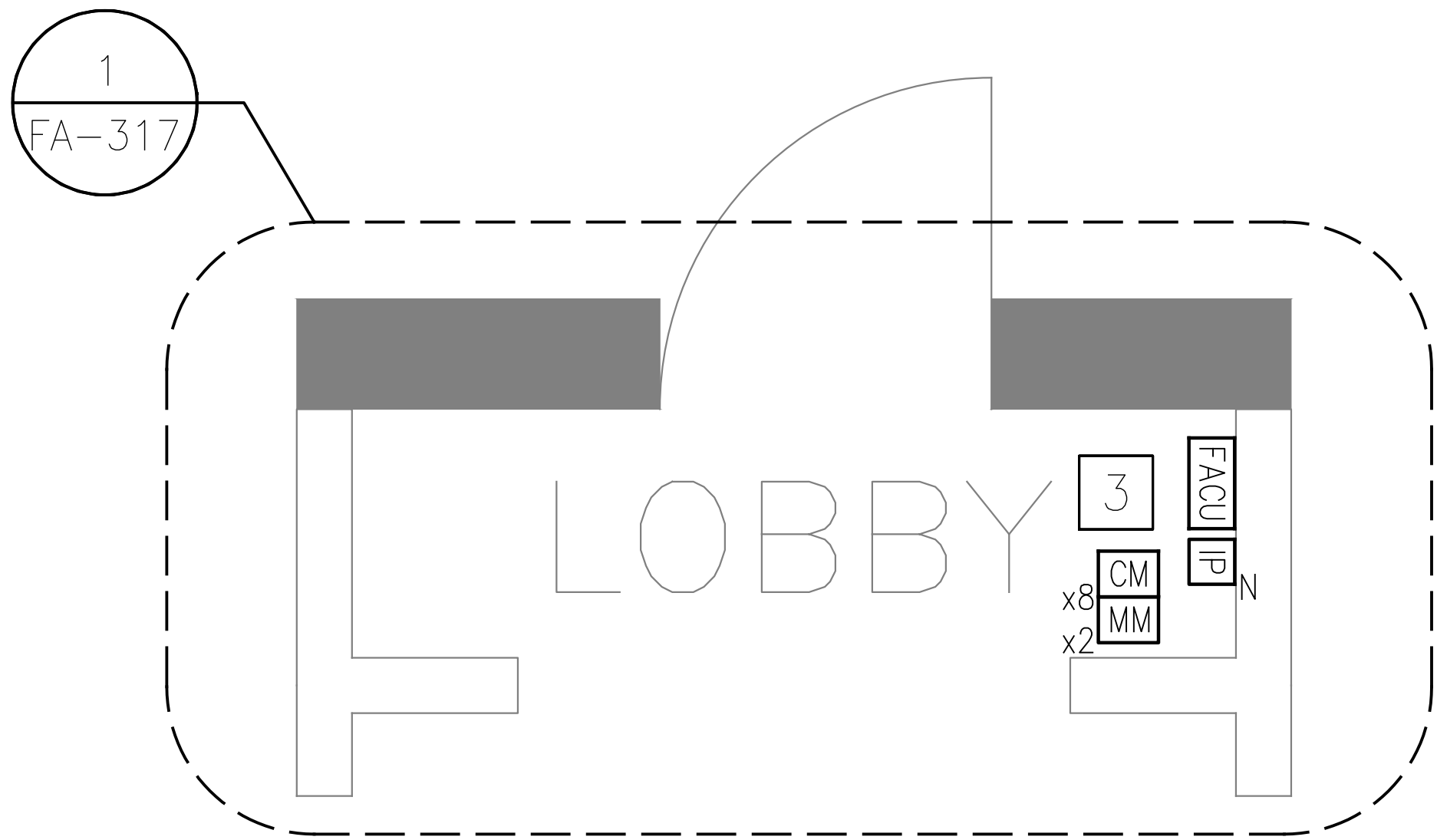
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FA-316

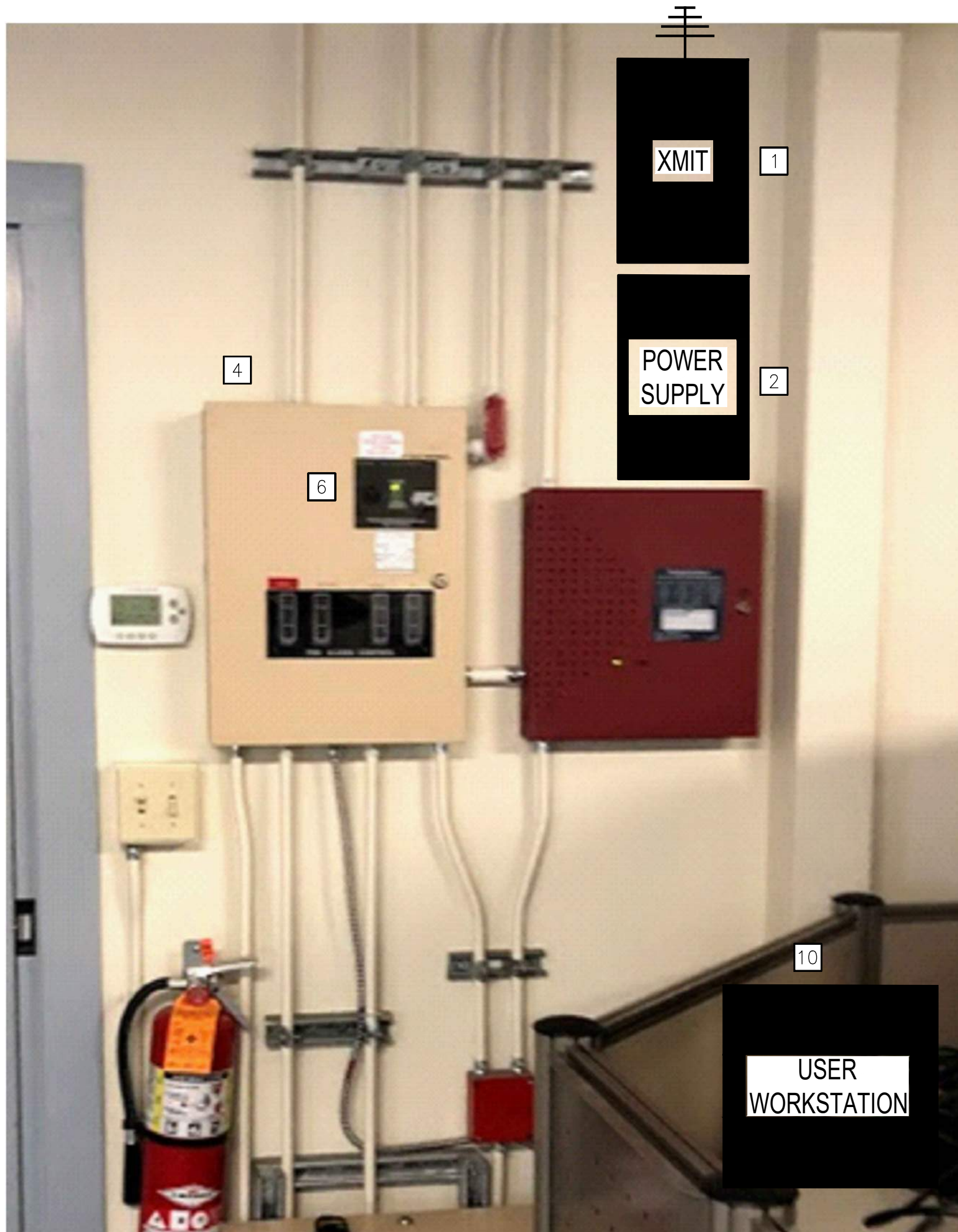
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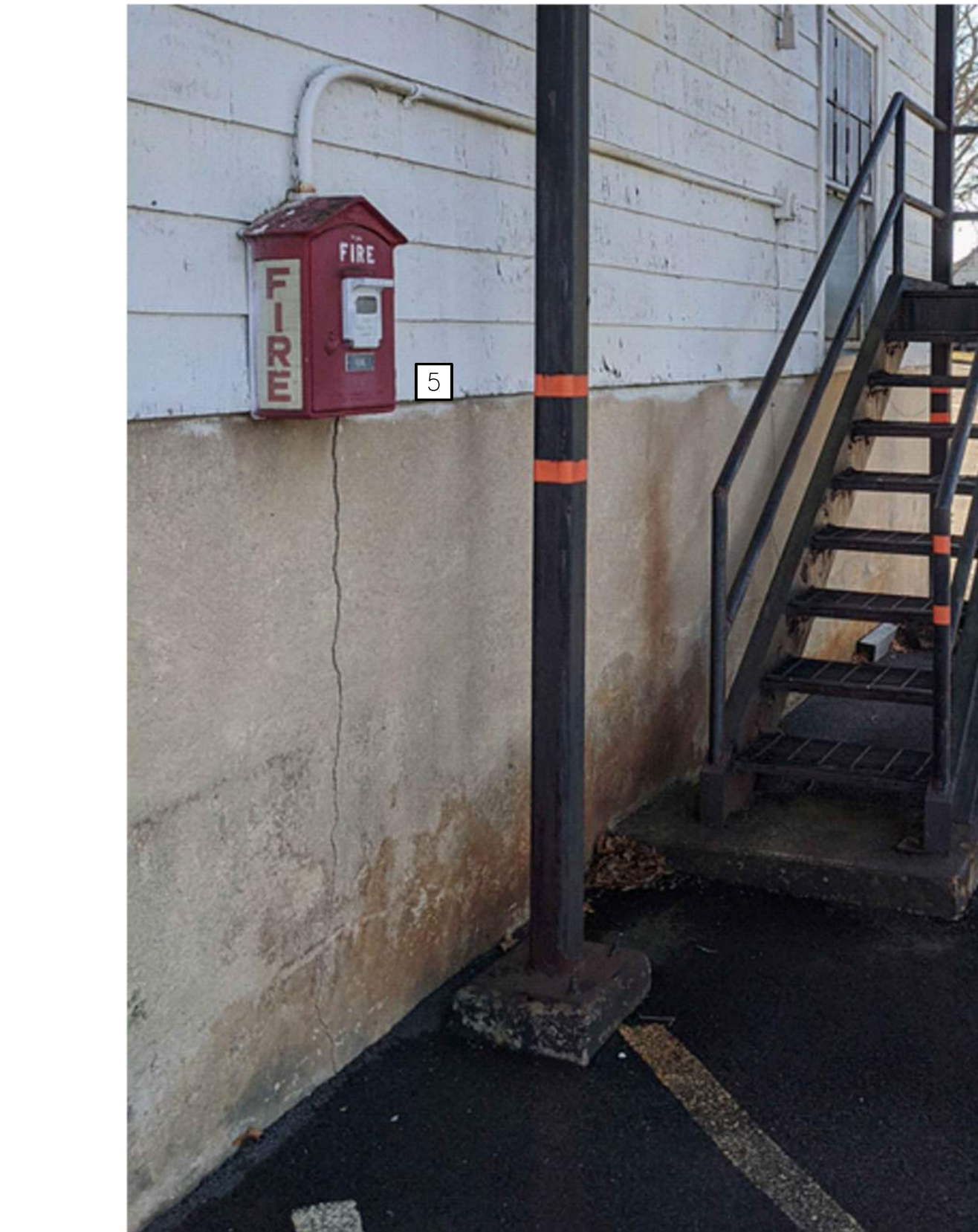


1 PUBLIC SAFETY BUILDING - EXISTING FIRE ALARM CONTROL PANEL FACP LOCATION - SECTION VIEW  
SCALE: N.T.S.

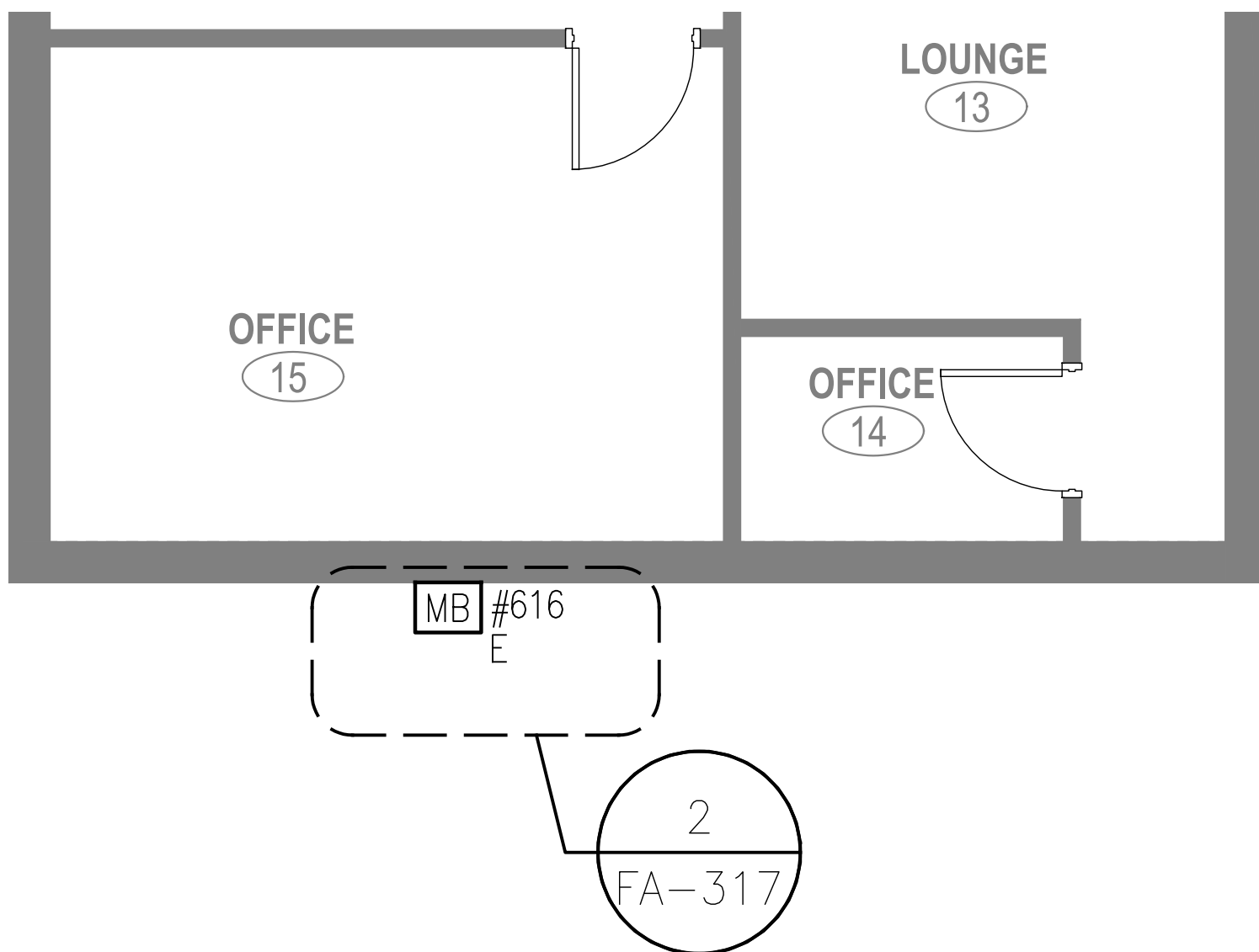


3 PUBLIC SAFETY BUILDING - EXISTING FIRE ALARM CONTROL PANEL FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.

EXISTING FACU: FCI FC-72



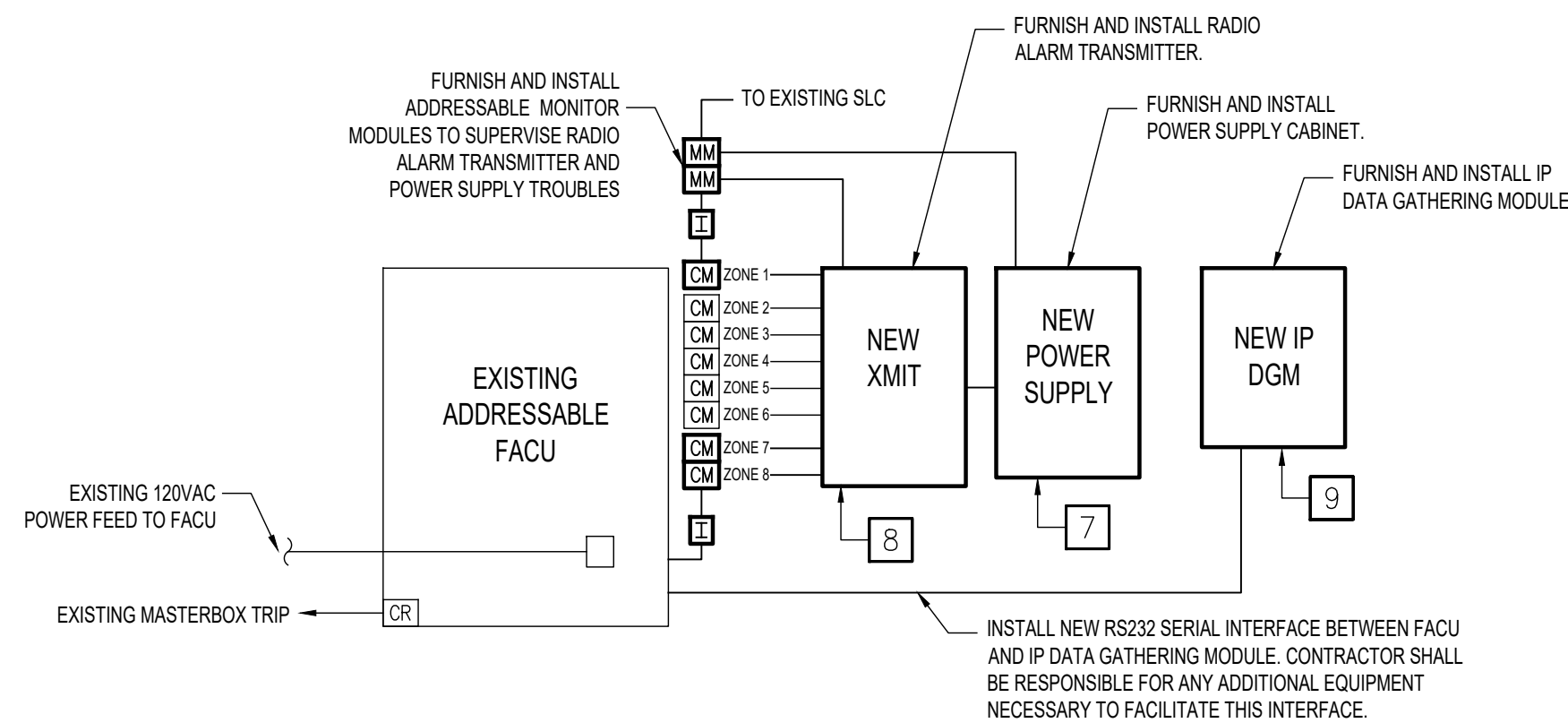
2 PUBLIC SAFETY BUILDING - EXISTING MASTERBOX FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.



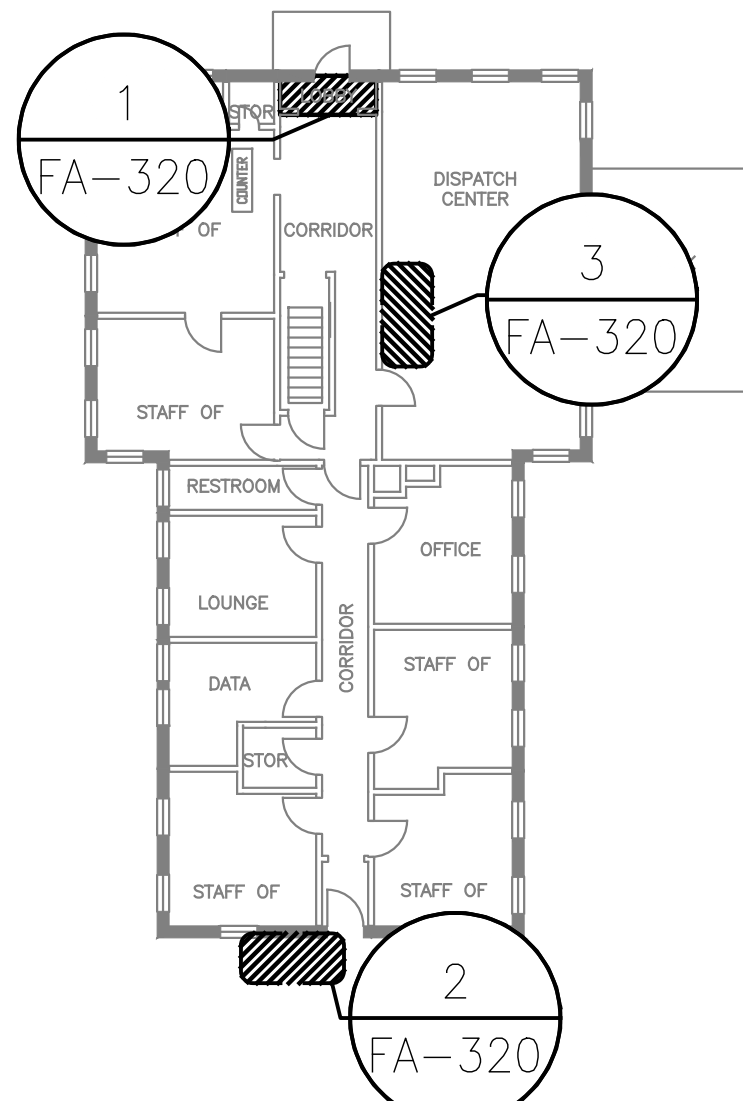
2 PUBLIC SAFETY BUILDING - EXISTING MASTERBOX FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.

KEYNOTES

- 1 INSTALL NEW RADIO ALARM TRANSMITTER.
- 2 INSTALL NEW AUXILIARY POWER SUPPLY.
- 3 INSTALL NEW IP DATA GATHERING MODULE AND CONNECT TO ETHERNET PATCH PANEL.
- 4 INSTALL NEW WIRING IN EXPOSED EMT.
- 5 EXISTING MASTERBOX TO REMAIN.
- 6 EXISTING FACU TO BE REPLACED AS PART OF A SEPARATE PROJECT. THE EXISTING FACU IS SHOWN FOR REFERENCE ONLY.
- 7 PROVIDE 120VAC PRIMARY POWER FROM DEDICATED CIRCUIT FIRE ALARM CIRCUIT. NEW DEDICATED CIRCUIT SHALL BE PROVIDED FROM EXISTING ELECTRICAL DISTRIBUTION PANEL, OR DEDICATED CIRCUIT MAY BE EXTENDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, WHERE PRACTICAL AND SPARE CAPACITY EXISTS. PROVIDE BACKUP BATTERIES SIZED ACCORDINGLY TO POWER THE CONNECTED LOAD FOR A MINIMUM OF 80 HOURS.
- 8 PROVIDE 24VDC PRIMARY POWER FROM NEW POWER SUPPLY. PROVIDE RADIO TRANSMITTER WITH ONE (1) 12AH BATTERY FOR BACKUP POWER. ADDITIONAL BATTERY BACKUP SHALL BE PROVIDED BY THE POWER SUPPLY BATTERIES.
- 9 PROVIDE 24VDC PRIMARY POWER TO IP DATA GATHERING MODULE. 24VDC POWER SHALL BE PROVIDED FROM EITHER NEW POWER SUPPLY OR EXISTING FIRE ALARM CONTROL EQUIPMENT. WHERE 24VDC POWER IS PROVIDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING UPDATED BATTERY CALCULATIONS AND UPSIZING EXISTING CONTROL EQUIPMENT BATTERIES AS NECESSARY. IP DATA GATHERING MODULE SHALL BE PROVIDED.
- 10 PROVIDE REMOTE USER WORKSTATION ON DESKTOP AND CONNECT TO ETHERNET DATA JACK. COORDINATION FINAL LOCATION WITH THE ENGINEER.



TYPICAL COMPATIBLE ADDRESSABLE FACU INTERFACE TO TRANSMITTERS DETAIL  
SCALE: N.T.S.



PUBLIC SAFETY BUILDING KEY PLAN  
SCALE: N.T.S.

IT IS A VIOLATION OF STATE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER, TO ALTER THIS DRAWING IN ANY WAY. IF AN ITEM IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO THE ITEM HIS/HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS/HER SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

KEY PLAN

NO.	REVISION	DATE

PROJECT

UNIVERSITY OF RHODE ISLAND  
KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

ADDRESS URI KINGSTON CAMPUS  
KINGSTON, RI 02881

PROJECT NO 1MJB00329.053

DATE OCTOBER 7, 2022

DESIGN RCM / EBJ

DRAWN BY CLC / RCM

CHECKED BY EBJ / JWS

SCALE

TITLE

PUBLIC SAFETY BUILDING FIRE  
ALARM REPORTING PLAN

NUMBER

FA-317

SHEET

25 OF 34



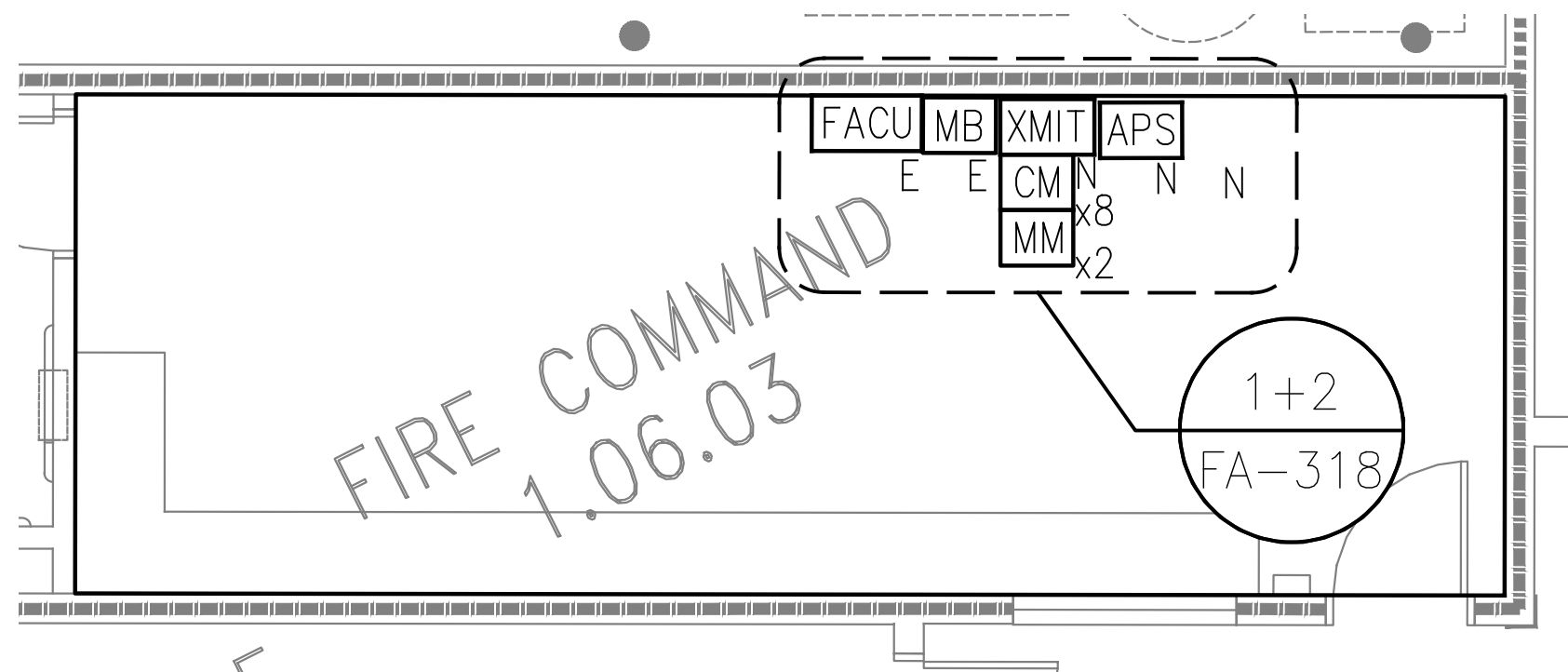


1 RYAN CENTER - EXISTING FIRE ALARM CONTROL PANEL  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.

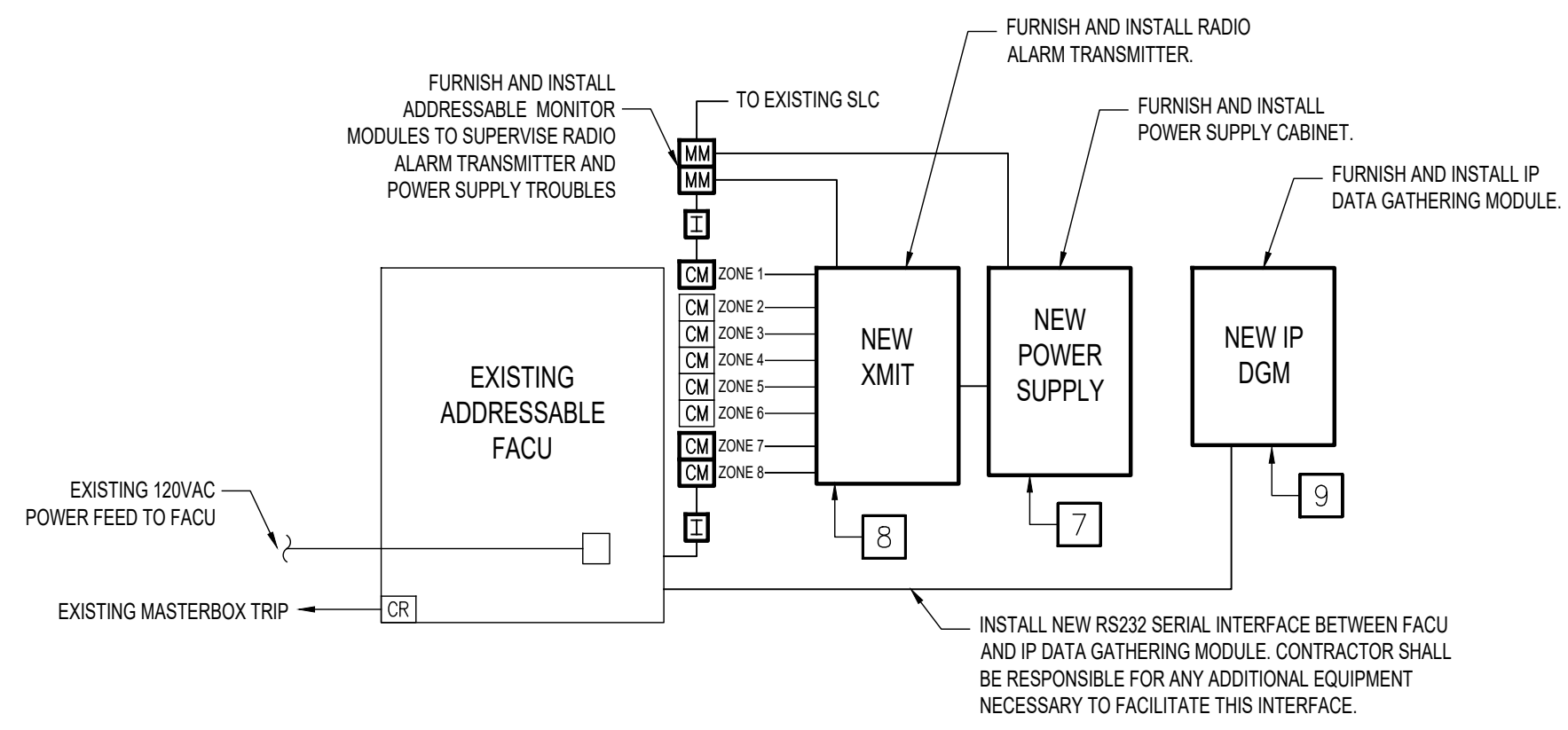
EXISTING FACU: SIMPLEX 4100ES



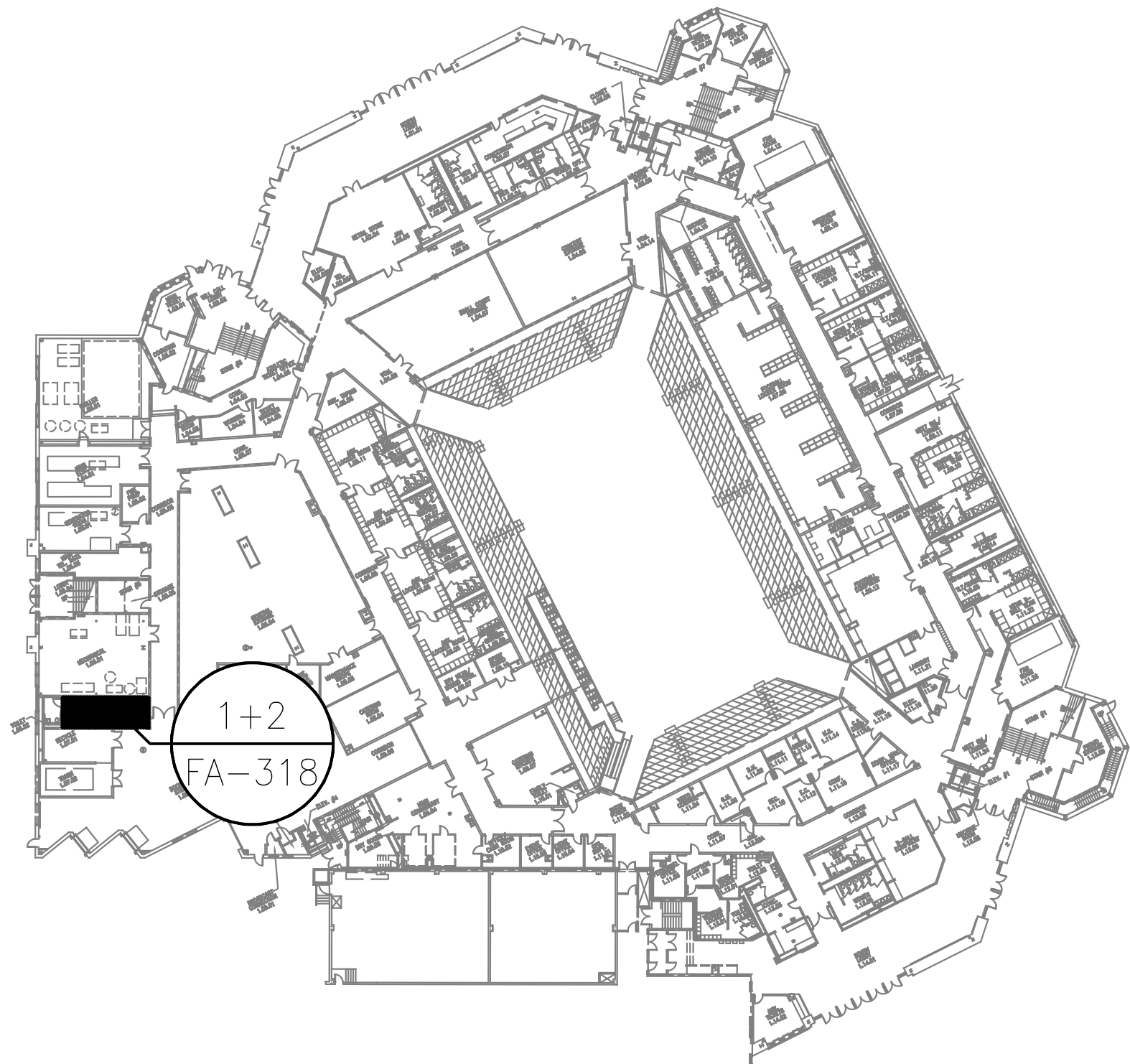
2 RYAN CENTER - EXISTING MASTERBOX  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.



1 RYAN CENTER - EXISTING FACU & MASTERBOX  
FIRE COMMAND CENTER - SECTION VIEW  
SCALE: N.T.S.



TYPICAL COMPATIBLE ADDRESSABLE FACU  
INTERFACE TO TRANSMITTERS DETAIL  
SCALE: N.T.S.



RYAN CENTER KEY PLAN  
SCALE: N.T.S.

KEYNOTES

1. INSTALL NEW RADIO ALARM TRANSMITTER.
2. INSTALL NEW AUXILIARY POWER SUPPLY.
3. INSTALL NEW IP DATA GATHERING MODULE AND CONNECT TO ETHERNET PATCH PANEL.
4. INSTALL NEW WIRING IN EXPOSED EMT.
5. EXISTING MASTERBOX TO REMAIN.
6. DISCONNECT AND REMOVE EXISTING DIALER AND/OR EXISTING IP COMMUNICATOR, AND EXISTING EVENT PRINTER AS PART OF THIS WORK.
7. PROVIDE 120VAC PRIMARY POWER FROM DEDICATED CIRCUIT FIRE ALARM CIRCUIT. NEW DEDICATED CIRCUIT SHALL BE PROVIDED FROM EXISTING ELECTRICAL DISTRIBUTION PANEL, OR DEDICATED CIRCUIT MAY BE EXTENDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, WHERE PRACTICAL AND SPARE CAPACITY EXISTS. PROVIDE BACKUP BATTERIES SIZED ACCORDINGLY TO POWER THE CONNECTED LOAD FOR A MINIMUM OF 80 HOURS.
8. PROVIDE 24VDC PRIMARY POWER FROM NEW POWER SUPPLY. PROVIDE RADIO TRANSMITTER WITH ONE (1) 12AH BATTERY FOR BACKUP POWER. ADDITIONAL BATTERY BACKUP SHALL BE PROVIDED BY THE POWER SUPPLY BATTERIES.
9. PROVIDE 24VDC PRIMARY POWER TO IP DATA GATHERING MODULE. 24VDC POWER SHALL BE PROVIDED FROM EITHER NEW POWER SUPPLY OR EXISTING FIRE ALARM CONTROL EQUIPMENT. WHERE 24VDC POWER IS PROVIDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING UPDATED BATTERY CALCULATIONS AND UPSIZING EXISTING CONTROL EQUIPMENT BATTERIES AS NECESSARY. IP DATA GATHERING MODULE SHALL BE PROVIDED.

NO.	REVISION	DATE

PROJECT  
UNIVERSITY OF RHODE ISLAND  
KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

ADDRESS  
URI KINGSTON CAMPUS  
KINGSTON, RI 02881

PROJECT NO  
1MJB00329.053

DATE  
OCTOBER 7, 2022

DESIGN  
RCM / EBJ

DRAWN BY  
CLC / RCM

CHECKED BY  
EBJ / JWS

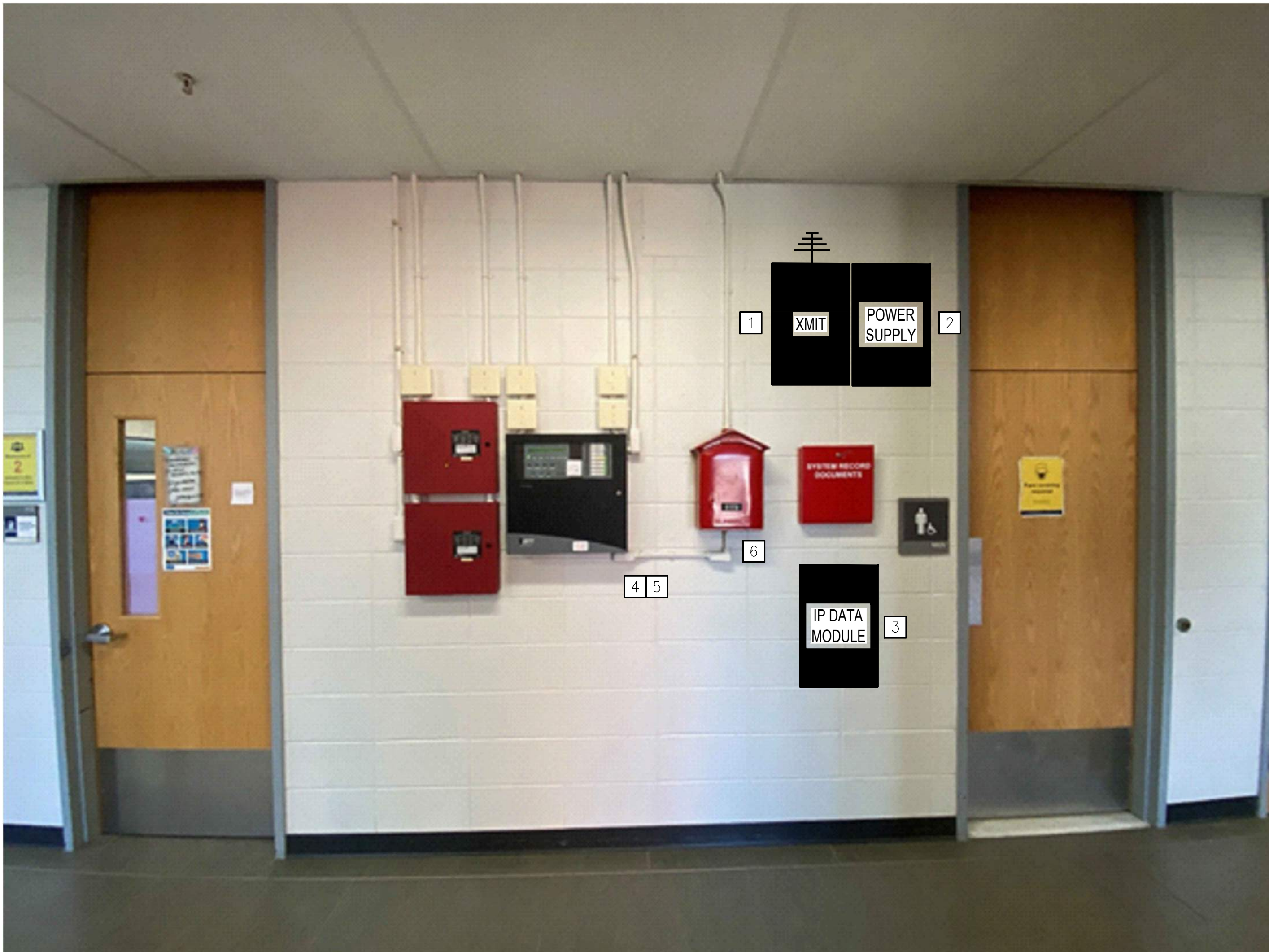
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TITLE  
RYAN CENTER FIRE ALARM  
REPORTING PLAN

NUMBER  
FA-318

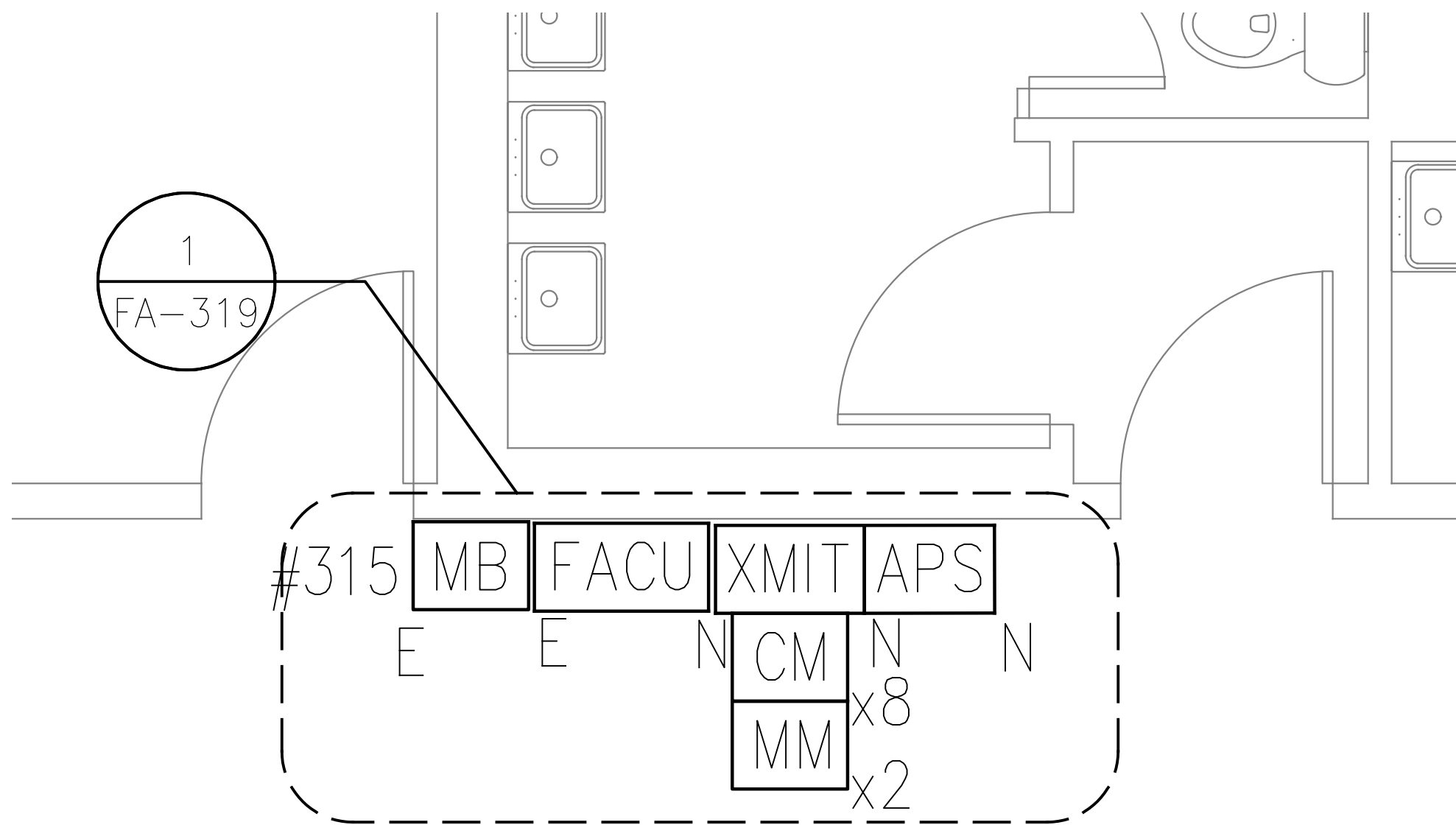
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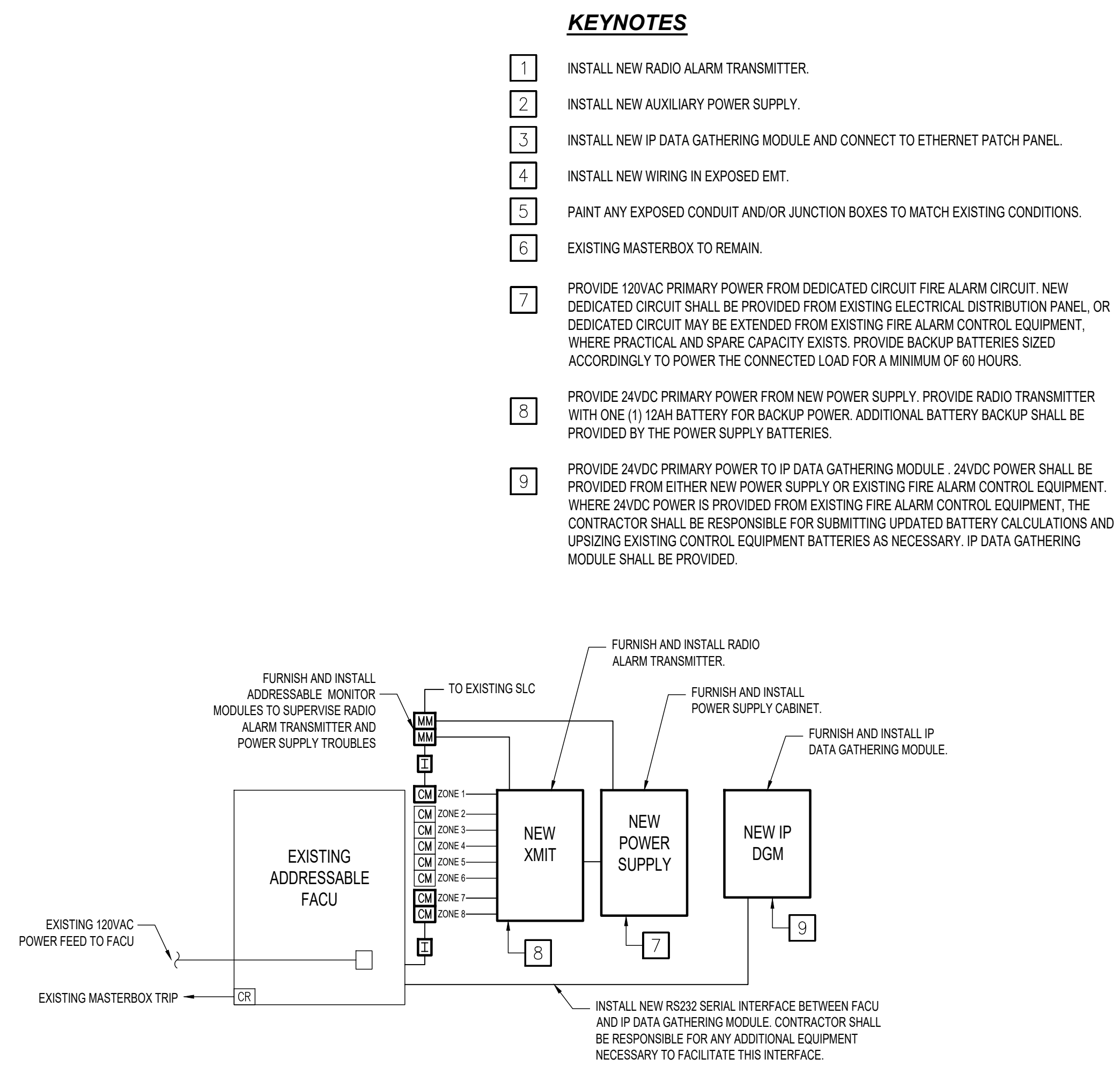


1 **TOOTELL AQUATIC CENTER - EXISTING FACU & MASTERBOX  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE**  
SCALE: N.T.S.

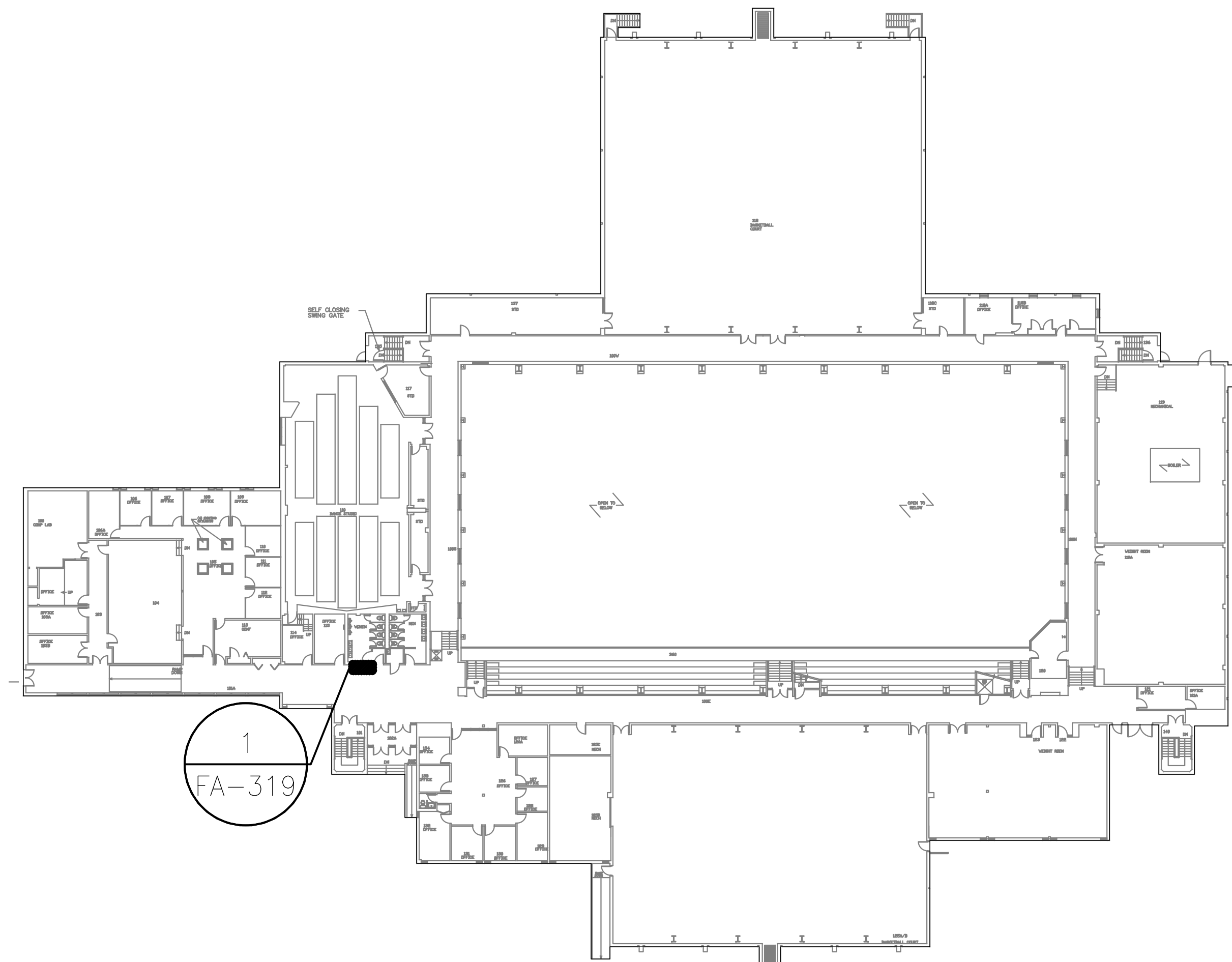
EXISTING FACU: FCI E3



1 **TOOTELL AQUATIC CENTER - EXISTING FACU & MASTERBOX  
FIRE COMMAND CENTER - SECTION VIEW**  
SCALE: N.T.S.



**TYPICAL COMPATIBLE ADDRESSABLE FACU  
INTERFACE TO TRANSMITTERS DETAIL**  
SCALE: N.T.S.



**TOOTELL AQUATIC CENTER KEY PLAN**  
SCALE: N.T.S.

IT IS A VIOLATION OF STATE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER, TO ALTER THIS DRAWING IN ANY WAY. IF AN ITEM IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO THE ITEM HIS/HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS/HER SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

KEY PLAN

NO.	REVISION	DATE

PROJECT  
UNIVERSITY OF RHODE ISLAND  
KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

ADDRESS  
URI KINGSTON CAMPUS  
KINGSTON, RI 02881

PROJECT NO  
1MJB00329.053

DATE  
OCTOBER 7, 2022

DESIGN  
RCM / EBJ

DRAWN BY  
CLC / RCM

CHECKED BY  
EBJ / JWS

SCALE

TITLE  
TOOTELL AQUATICS CENTER FIRE  
ALARM REPORTING PLAN

NUMBER

FA-319

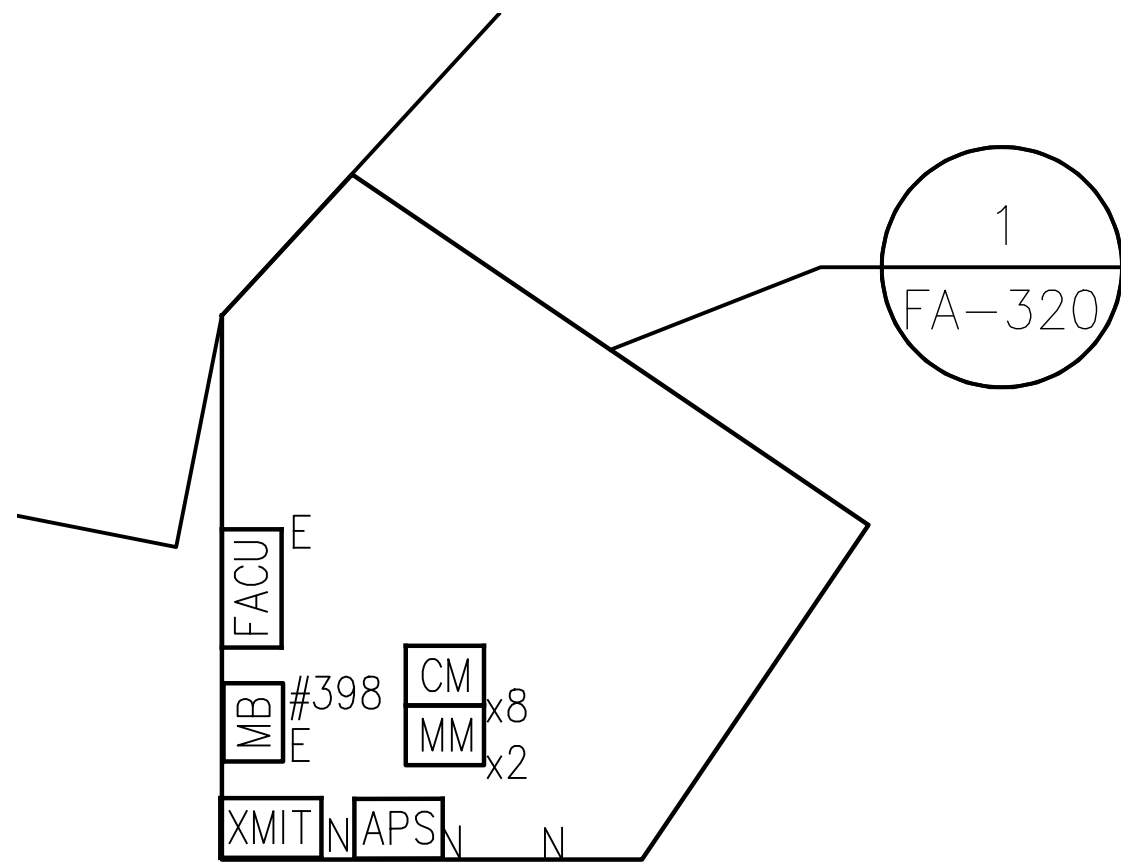
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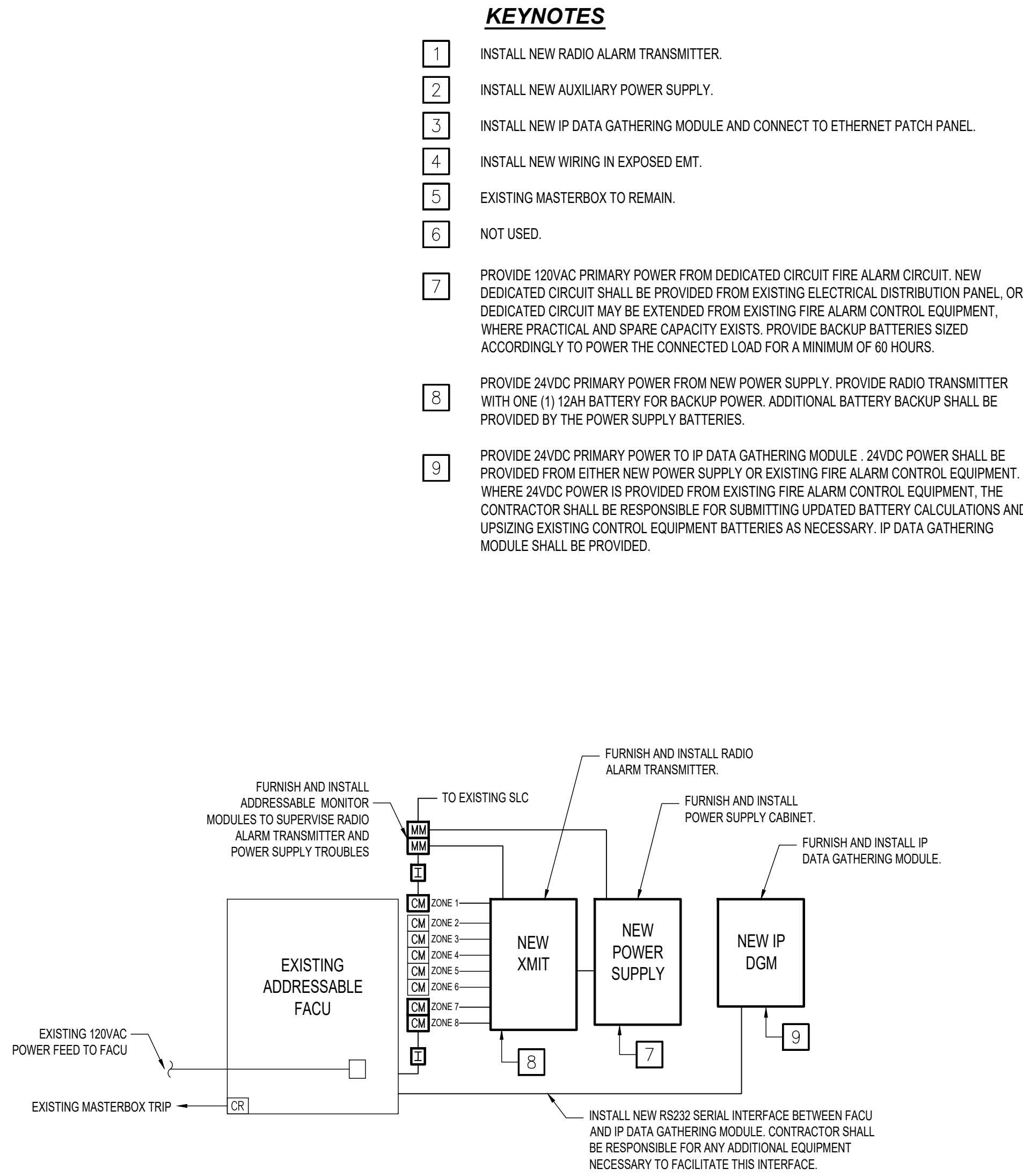


1 WILEY HALL - EXISTING FACP & MASTERBOX  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.

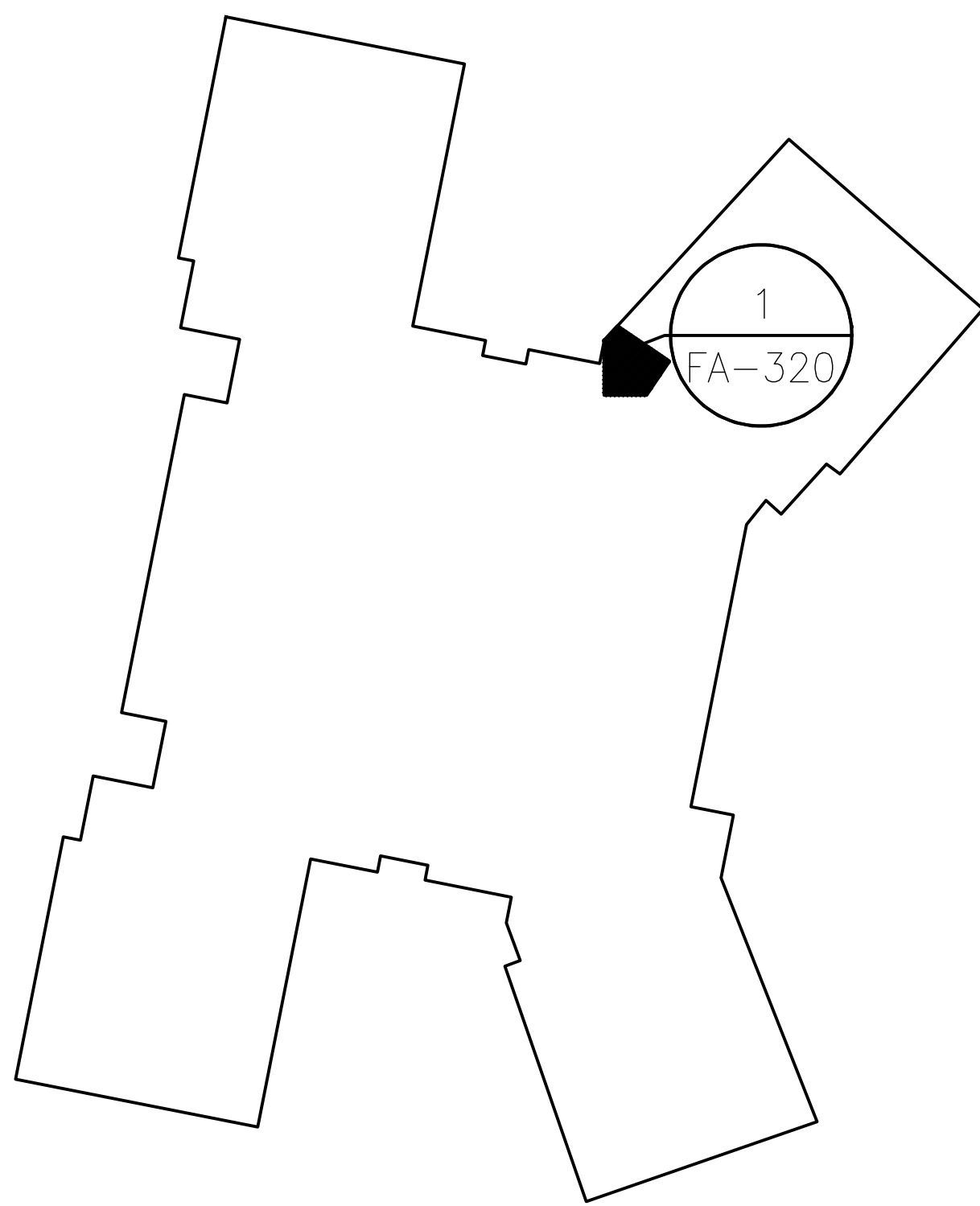
EXISTING FACU: SIMPLEX 4100U



1 WILEY HALL - EXISTING FACP AND MASTERBOX  
FIRE COMMAND CENTER - SECTION VIEW  
SCALE: N.T.S.



TYPICAL COMPATIBLE ADDRESSABLE FACU  
INTERFACE TO TRANSMITTERS DETAIL  
SCALE: N.T.S.



WILEY HALL KEY PLAN  
SCALE: N.T.S.

KEYNOTES

- 1 INSTALL NEW RADIO ALARM TRANSMITTER.
- 2 INSTALL NEW AUXILIARY POWER SUPPLY.
- 3 INSTALL NEW IP DATA GATHERING MODULE AND CONNECT TO ETHERNET PATCH PANEL.
- 4 INSTALL NEW WIRING IN EXPOSED EMT.
- 5 EXISTING MASTERBOX TO REMAIN.
- 6 NOT USED.
- 7 PROVIDE 120VAC PRIMARY POWER FROM DEDICATED CIRCUIT FIRE ALARM CIRCUIT. NEW DEDICATED CIRCUIT SHALL BE PROVIDED FROM EXISTING ELECTRICAL DISTRIBUTION PANEL, OR DEDICATED CIRCUIT MAY BE EXTENDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, WHERE PRACTICAL AND SPARE CAPACITY EXISTS. PROVIDE BACKUP BATTERIES SIZED ACCORDINGLY TO POWER THE CONNECTED LOAD FOR A MINIMUM OF 60 HOURS.
- 8 PROVIDE 24VDC PRIMARY POWER FROM NEW POWER SUPPLY. PROVIDE RADIO TRANSMITTER WITH ONE (1) 12AH BATTERY FOR BACKUP POWER. ADDITIONAL BATTERY BACKUP SHALL BE PROVIDED BY THE POWER SUPPLY BATTERIES.
- 9 PROVIDE 24VDC PRIMARY POWER TO IP DATA GATHERING MODULE. 24VDC POWER SHALL BE PROVIDED FROM EITHER NEW POWER SUPPLY OR EXISTING FIRE ALARM CONTROL EQUIPMENT. WHERE 24VDC POWER IS PROVIDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING UPDATED BATTERY CALCULATIONS AND UPSIZING EXISTING CONTROL EQUIPMENT BATTERIES AS NECESSARY. IP DATA GATHERING MODULE SHALL BE PROVIDED.

SEAL

IT IS A VIOLATION OF STATE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER, TO ALTER THIS DRAWING IN ANY WAY. IF AN ITEM IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO THE ITEM HIS/HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS/HER SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

KEY PLAN

B

NO.	REVISION	DATE

PROJECT

UNIVERSITY OF RHODE ISLAND  
KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

ADDRESS URI KINGSTON CAMPUS  
KINGSTON, RI 02881

PROJECT NO 1MJB00329.053

DATE OCTOBER 7, 2022

DESIGN RCM / EBJ

DRAWN BY CLC / RCM

CHECKED BY EBJ / JWS

SCALE

TITLE

ALTERNATE #1  
WILEY HALL FIRE ALARM  
REPORTING PLAN

NUMBER

FA-320

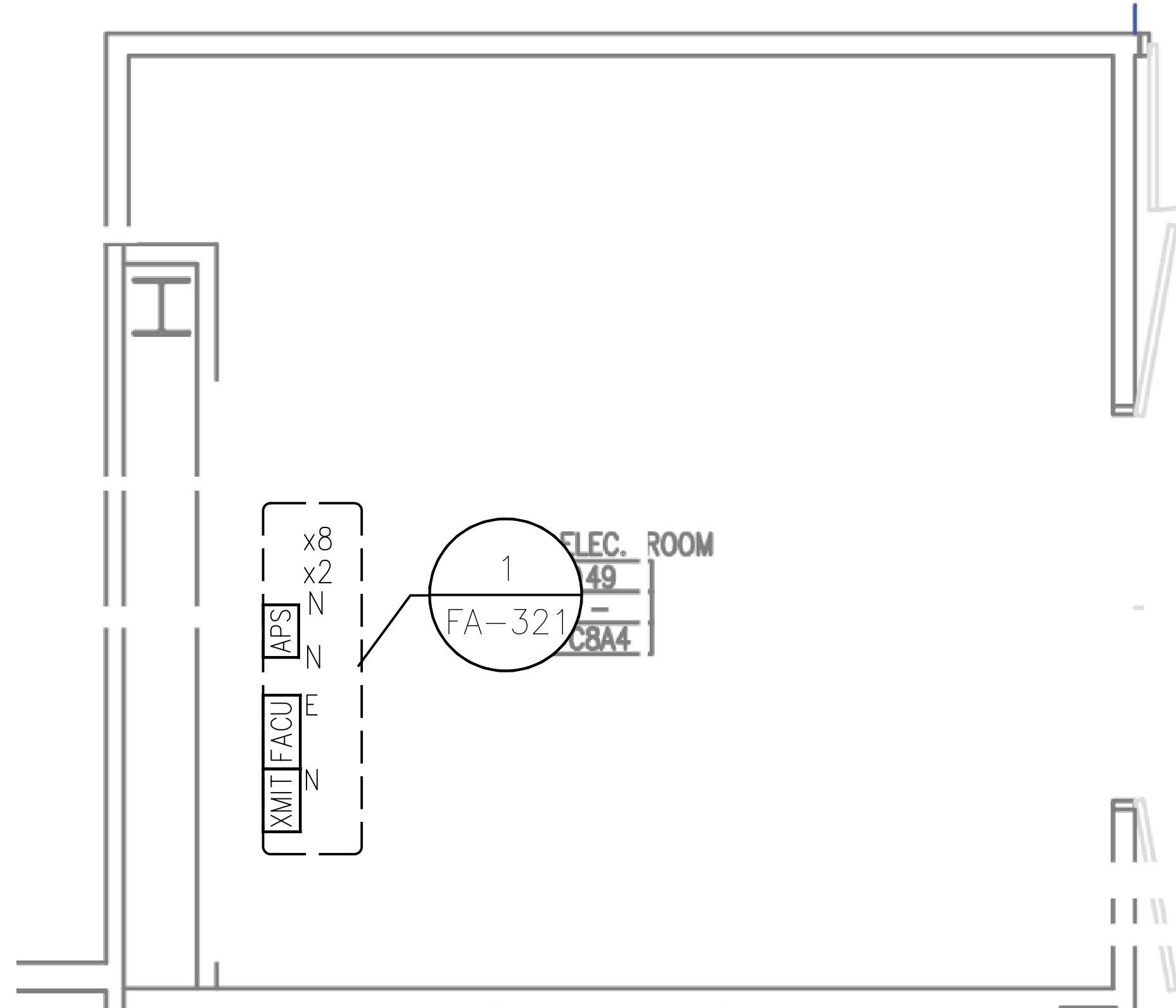
SHEET

28 OF 34

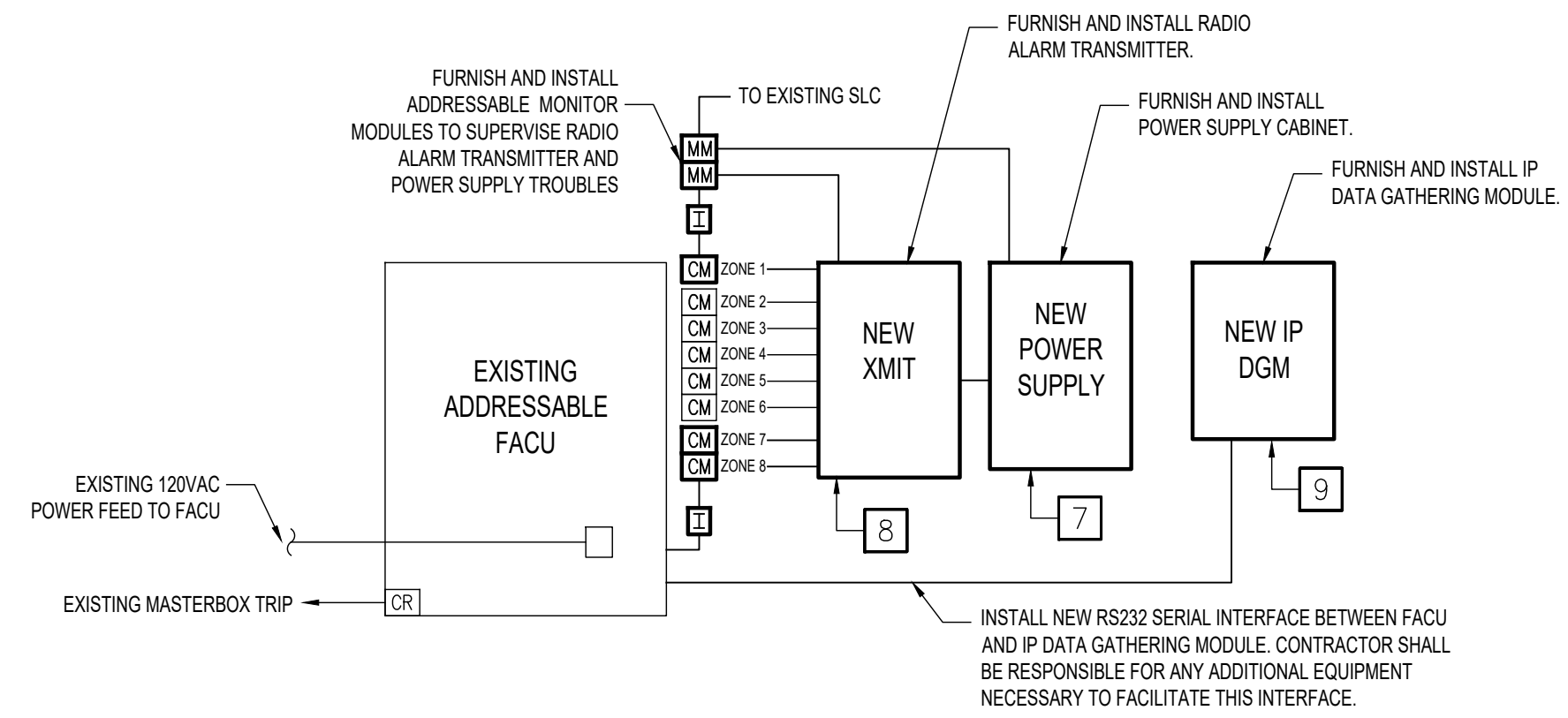




1 CBLS - EXISTING FIRE ALARM CONTROL PANEL  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.



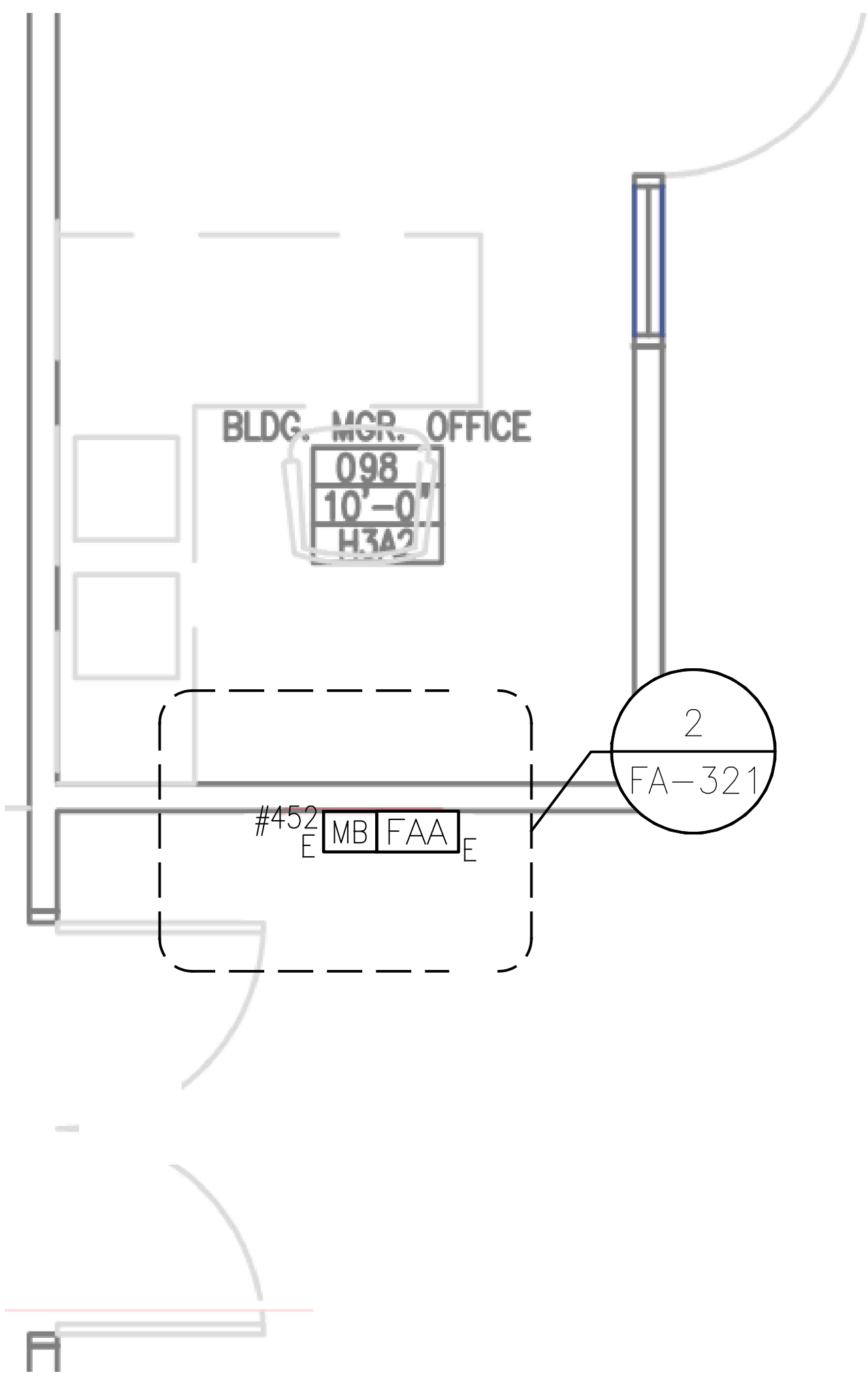
1 CBLS - EXISTING FIRE ALARM CONTROL PANEL  
MAIN ELEC. ROOM (049) - SECTION VIEW  
SCALE: N.T.S.



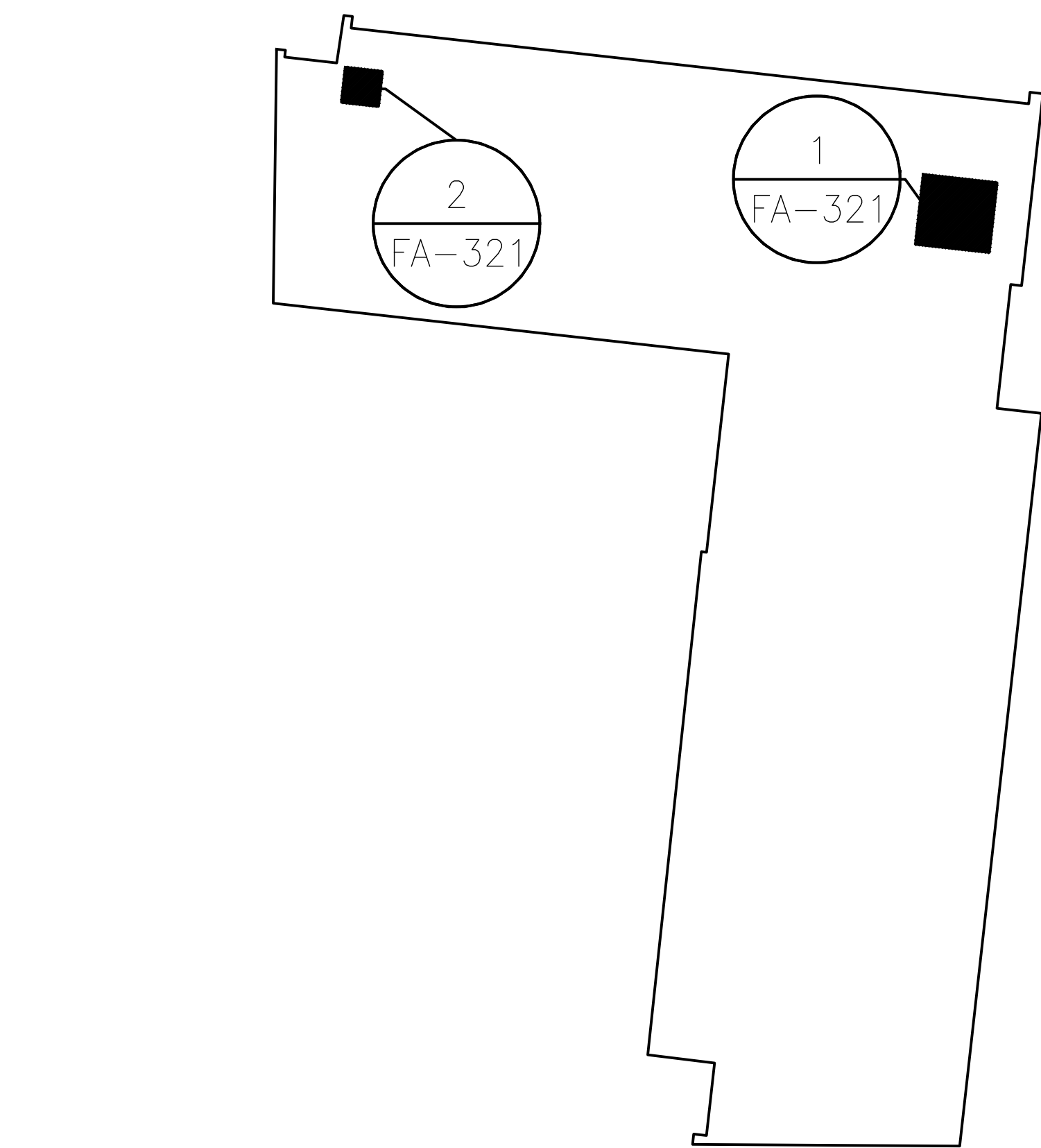
TYPICAL COMPATIBLE ADDRESSABLE FACU  
INTERFACE TO TRANSMITTERS DETAIL  
SCALE: N.T.S.



2 CBLS - EXISTING MASTERBOX  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.



2 CBLS - EXISTING MASTERBOX  
CORRIDOR OUTSIDE BLDG MNGR OFFICE - SECTION VIEW  
SCALE: N.T.S.



CENTER FOR BIOTECHNOLOGY & LIFE SCIENCES KEY PLAN  
SCALE: N.T.S.

KEYNOTES

1. INSTALL NEW RADIO ALARM TRANSMITTER.
2. INSTALL NEW AUXILIARY POWER SUPPLY.
3. INSTALL NEW IP DATA GATHERING MODULE AND CONNECT TO ETHERNET PATCH PANEL.
4. INSTALL NEW WIRING IN EXPOSED EMT.
5. EXISTING MASTERBOX TO REMAIN.
6. DISCONNECT AND REMOVE EXISTING EVENT PRINTER AS PART OF THIS WORK.
7. PROVIDE 120VAC PRIMARY POWER FROM DEDICATED CIRCUIT FIRE ALARM CIRCUIT. NEW DEDICATED CIRCUIT SHALL BE PROVIDED FROM EXISTING ELECTRICAL DISTRIBUTION PANEL OR DEDICATED CIRCUIT MAY BE EXTENDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, WHERE PRACTICAL AND SPARE CAPACITY EXISTS. PROVIDE BACKUP BATTERIES SIZED ACCORDINGLY TO POWER THE CONNECTED LOAD FOR A MINIMUM OF 86 HOURS.
8. PROVIDE 24VDC PRIMARY POWER FROM NEW POWER SUPPLY. PROVIDE RADIO TRANSMITTER WITH ONE (1) 12AH BATTERY FOR BACKUP POWER. ADDITIONAL BATTERY BACKUP SHALL BE PROVIDED BY THE POWER SUPPLY BATTERIES.
9. PROVIDE 24VDC PRIMARY POWER TO IP DATA GATHERING MODULE. 24VDC POWER SHALL BE PROVIDED FROM EITHER NEW POWER SUPPLY OR EXISTING FIRE ALARM CONTROL EQUIPMENT. WHERE 24VDC POWER IS PROVIDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING UPDATED BATTERY CALCULATIONS AND UPSIZING EXISTING CONTROL EQUIPMENT BATTERIES AS NECESSARY. IP DATA GATHERING MODULE SHALL BE PROVIDED.

NO.	REVISION	DATE

PROJECT  
UNIVERSITY OF RHODE ISLAND  
KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

ADDRESS  
URI KINGSTON CAMPUS  
KINGSTON, RI 02881

PROJECT NO  
1MJB00329.053

DATE  
OCTOBER 7, 2022

DESIGN  
RCM / EBJ

DRAWN BY  
CLC / RCM

CHECKED BY  
EBJ / JWS

SCALE

TITLE  
ALTERNATE #2  
CENTER FOR BIOTECHNOLOGY  
AND LIFE SCIENCES FIRE ALARM  
REPORTING PLAN

NUMBER  
FA-321

SHEET  
29 OF 34





ENGINEERING BUILDING - EXISTING FIRE ALARM CONTROL PANEL  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE

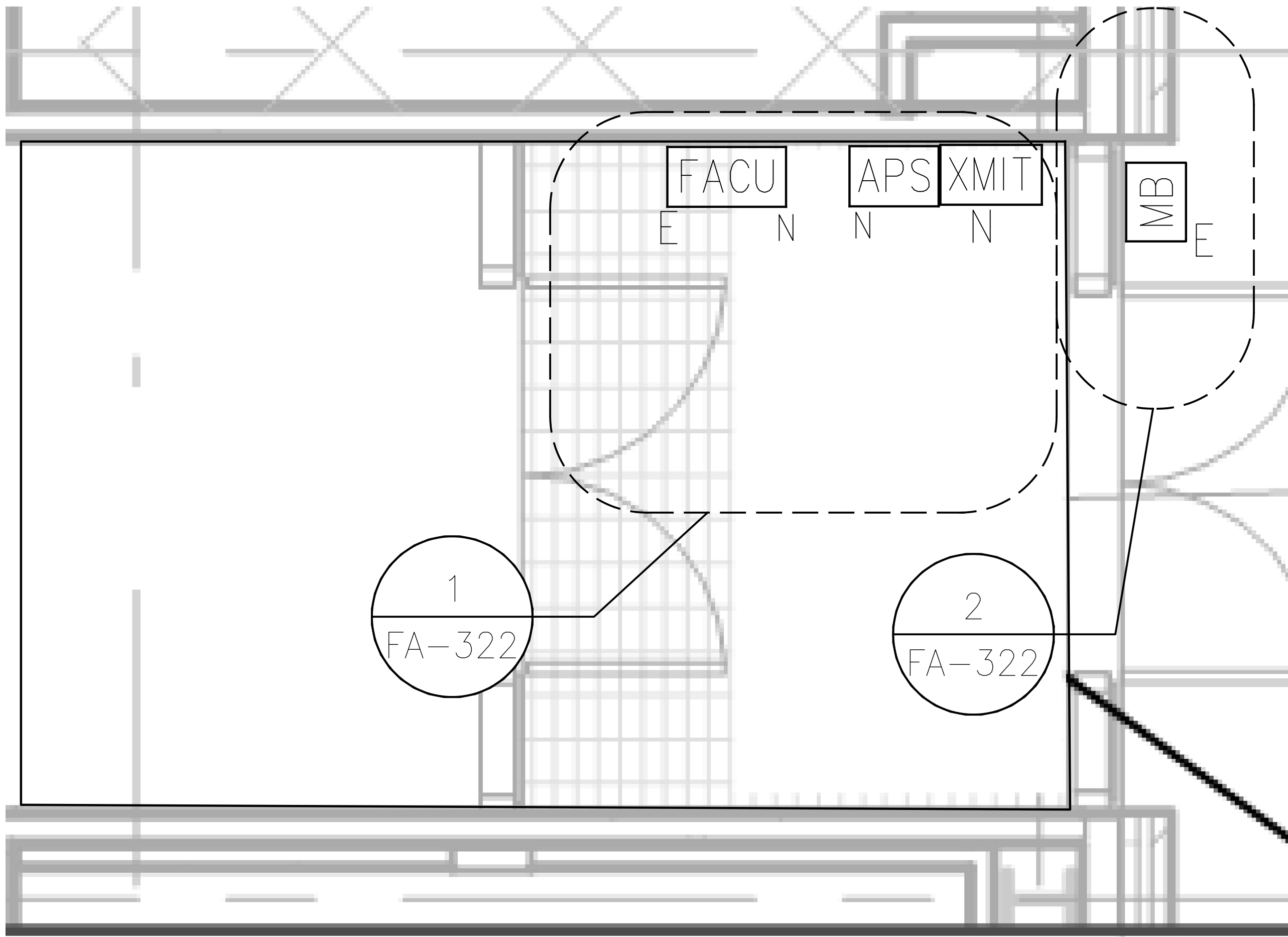
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EXISTING FACU: FCI E3



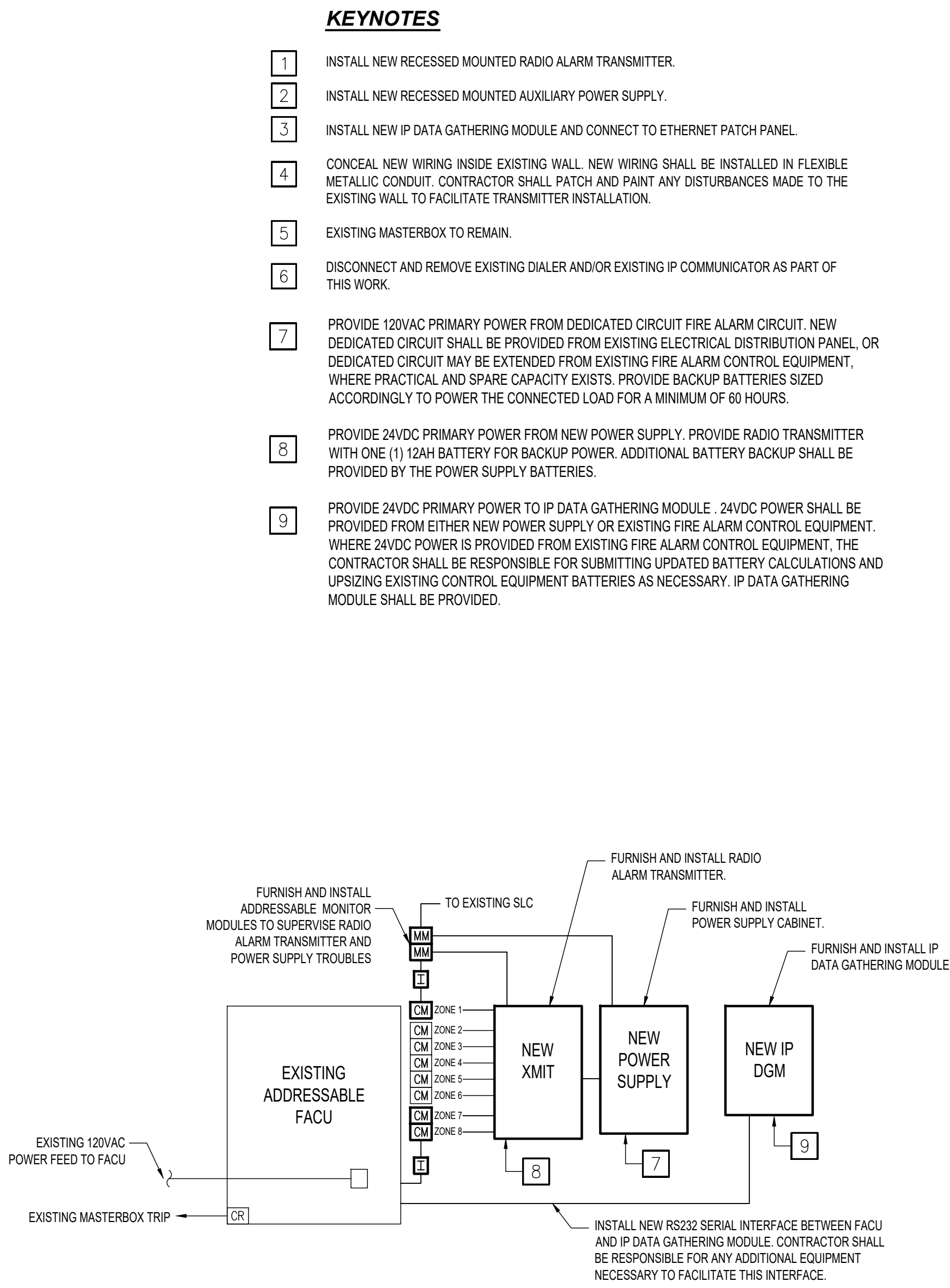
ENGINEERING BUILDING - EXISTING MASTERBOX  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE

SCALE: N.T.S.



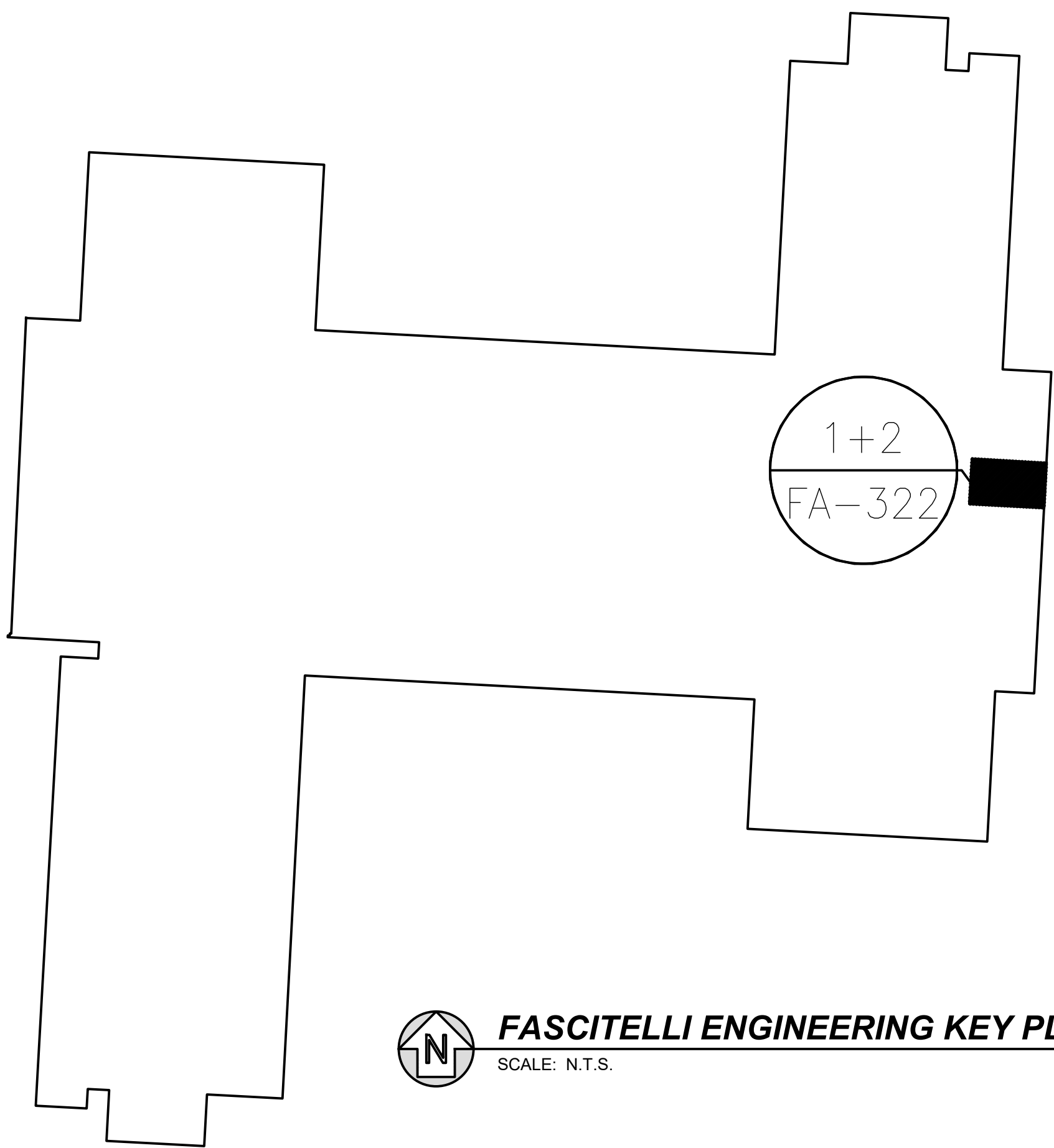
ENGINEERING BUILDING - EXISTING FACP & MASTERBOX  
VESTIBULE (100C) - SECTION VIEW

SCALE: N.T.S.



TYPICAL COMPATIBLE ADDRESSABLE FACU  
INTERFACE TO TRANSMITTERS DETAIL

SCALE: N.T.S.



FASCITELLI ENGINEERING KEY PLAN  
SCALE: N.T.S.

IT IS A VIOLATION OF STATE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER, TO ALTER THIS DRAWING IN ANY WAY. IF AN ITEM IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO THE ITEM HIS/HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS/HER SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

REVISION		
NO.	REVISION	DATE

PROJECT  
UNIVERSITY OF RHODE ISLAND  
KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

ADDRESS  
URI KINGSTON CAMPUS  
KINGSTON, RI 02881

PROJECT NO.  
1MJB00329.053

DATE  
OCTOBER 7, 2022

DESIGN  
RCM / EBJ

DRAWN BY  
CLC / RCM

CHECKED BY  
EBJ / JWS

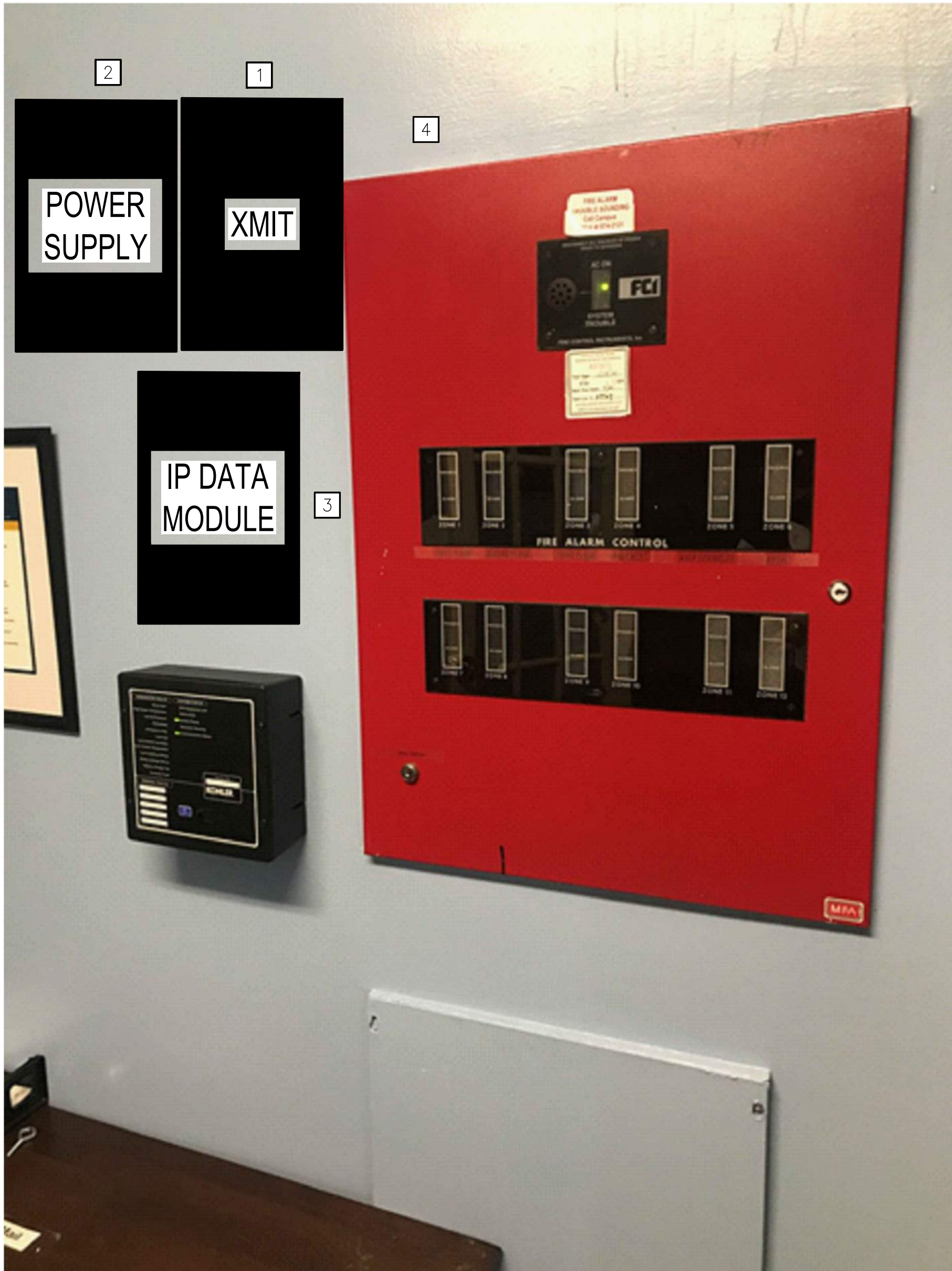
SCALE

TITLE  
ALTERNATE #3  
FASCITELLI ENGINEERING FIRE  
ALARM REPORTING PLAN

NUMBER  
FA-322

SHEET  
30 OF 34



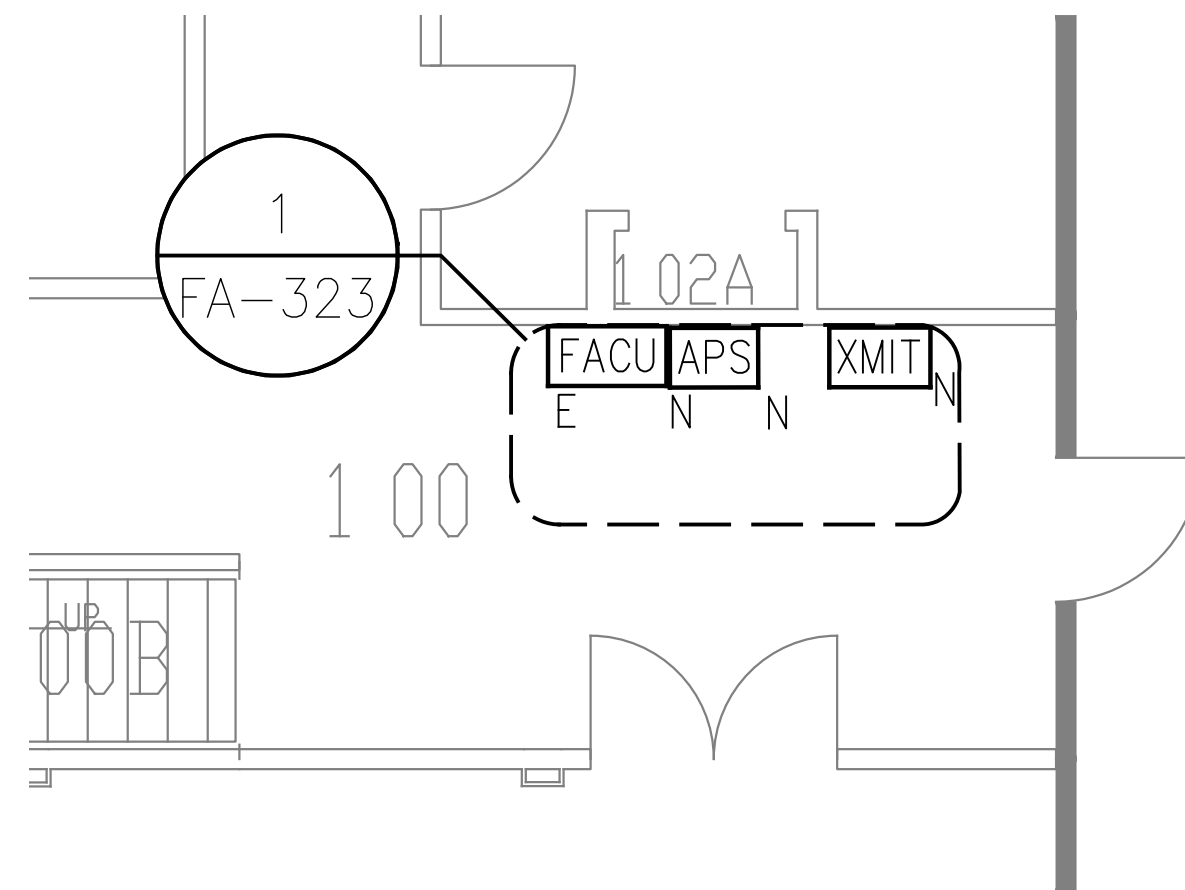


1 WOMEN'S CENTER - EXISTING FIRE ALARM CONTROL PANEL  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.

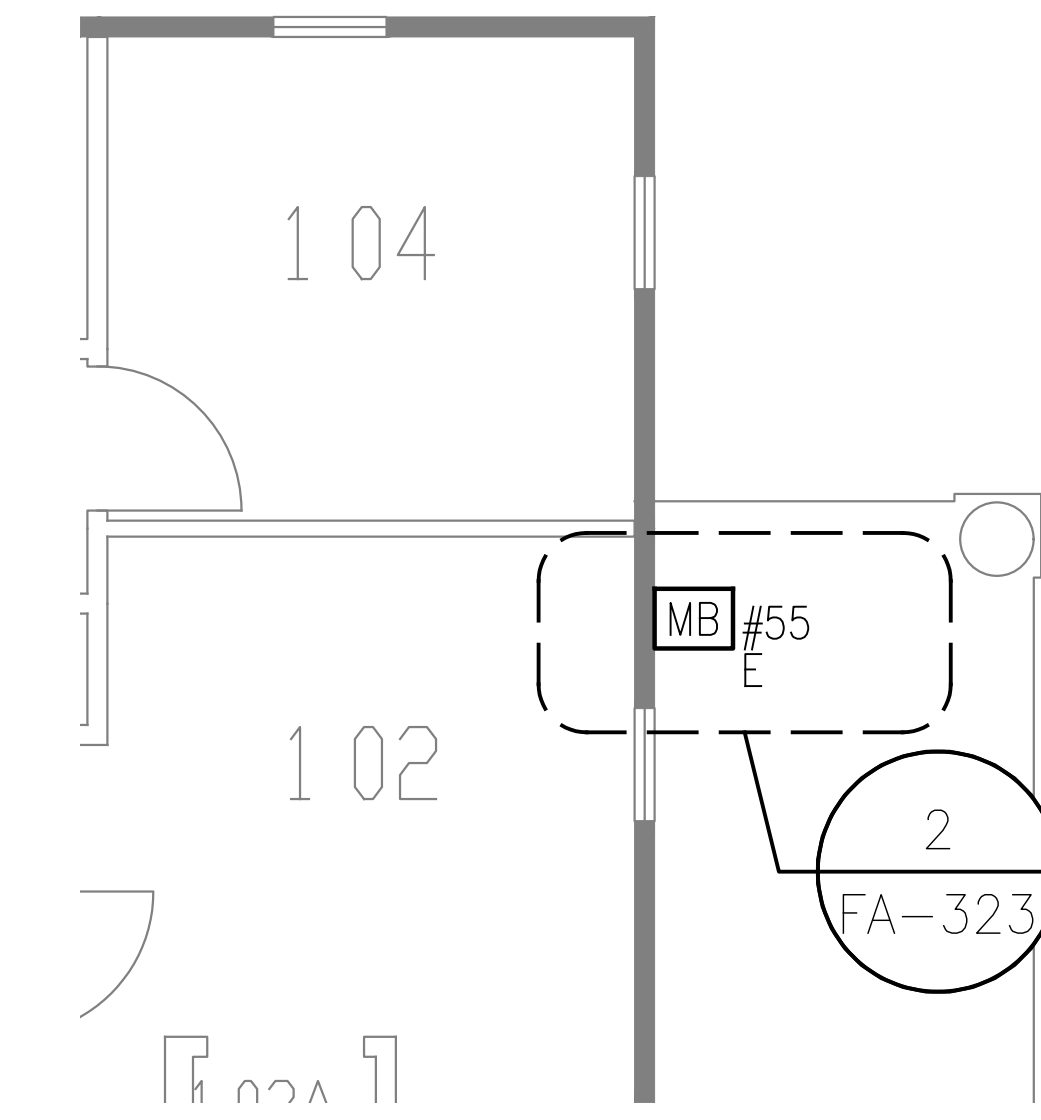
EXISTING FACU: FCI FC7200



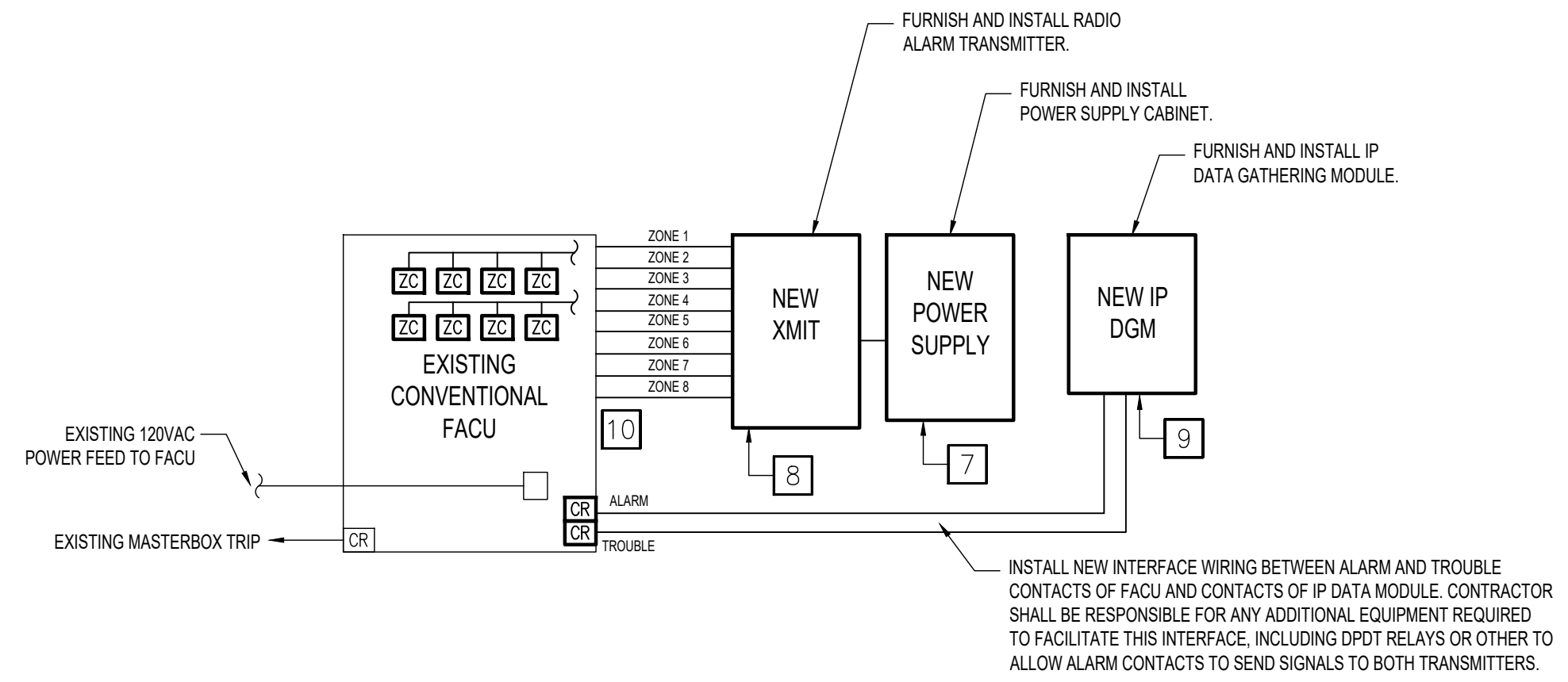
2 WOMEN'S CENTER - EXISTING MASTERBOX  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.



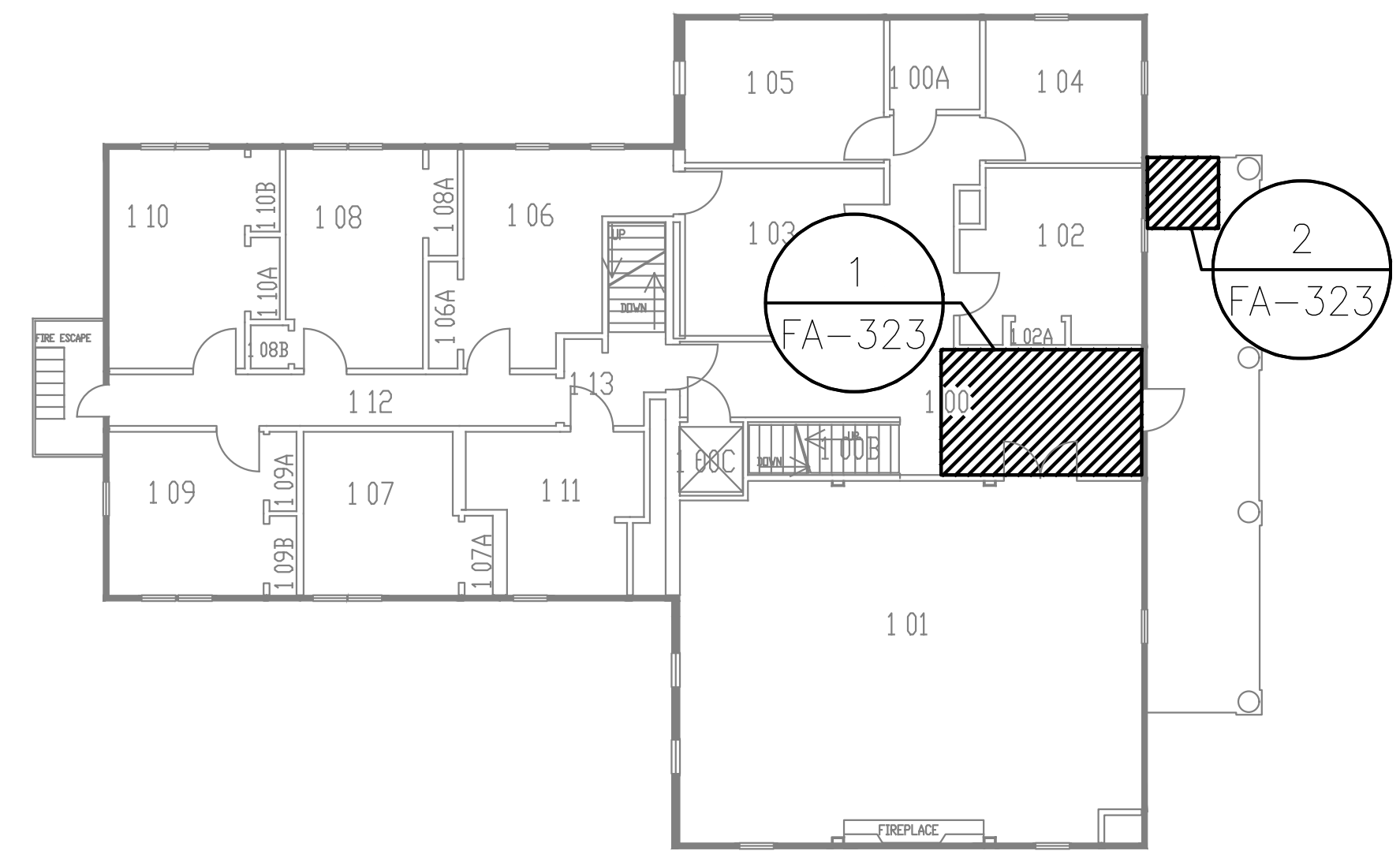
1 WOMEN'S CENTER - EXISTING FIRE ALARM CONTROL PANEL  
ENTRY VESTIBULE - SECTION VIEW  
SCALE: N.T.S.



2 WOMEN'S CENTER - EXISTING MASTERBOX  
MASTERBOX LOCATION - SECTION VIEW  
SCALE: N.T.S.



TYPICAL CONVENTIONAL FACU  
INTERFACE TO TRANSMITTERS DETAIL  
SCALE: N.T.S.



WOMEN'S CENTER KEY PLAN  
SCALE: N.T.S.

#### KEYNOTES

- 1 INSTALL NEW RECESSED MOUNTED RADIO ALARM TRANSMITTER.
- 2 INSTALL NEW RECESSED MOUNTED AUXILIARY POWER SUPPLY.
- 3 INSTALL NEW IP DATA GATHERING MODULE AND CONNECT TO ETHERNET PATCH PANEL.
- 4 CONCEAL NEW WIRING INSIDE EXISTING WALL. NEW WIRING SHALL BE INSTALLED IN FLEXIBLE METALLIC CONDUIT. CONTRACTOR SHALL PATCH AND PAINT ANY DISTURBANCES MADE TO THE EXISTING WALL TO FACILITATE TRANSMITTER INSTALLATION.
- 5 EXISTING MASTERBOX TO REMAIN
- 6 NOT USED
- 7 PROVIDE 120VAC PRIMARY POWER FROM DEDICATED CIRCUIT FIRE ALARM CIRCUIT. NEW DEDICATED CIRCUIT SHALL BE PROVIDED FROM EXISTING ELECTRICAL DISTRIBUTION PANEL, OR DEDICATED CIRCUIT MAY BE EXTENDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, WHERE PRACTICAL AND SPARE CAPACITY EXISTS. PROVIDE BACKUP BATTERIES SIZED ACCORDINGLY TO POWER THE CONNECTED LOAD FOR A MINIMUM OF 60 HOURS.
- 8 PROVIDE 24VDC PRIMARY POWER FROM NEW POWER SUPPLY. PROVIDE RADIO TRANSMITTER WITH ONE (1) 12AH BATTERY FOR BACKUP POWER. ADDITIONAL BATTERY BACKUP SHALL BE PROVIDED BY THE POWER SUPPLY BATTERIES.
- 9 PROVIDE 24VDC PRIMARY POWER TO IP DATA GATHERING MODULE. 24VDC POWER SHALL BE PROVIDED FROM EITHER NEW POWER SUPPLY OR EXISTING FIRE ALARM CONTROL EQUIPMENT. WHERE 24VDC POWER IS PROVIDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING UPDATED BATTERY CALCULATIONS AND UPSIZING EXISTING CONTROL EQUIPMENT BATTERIES AS NECESSARY. IP DATA GATHERING MODULE SHALL BE PROVIDED.
- 10 EXTEND EXISTING INITIATING DEVICE CIRCUIT FROM CONVENTIONAL PANEL OR NEAREST FIELD DEVICE TO CONNECT TO TROUBLE CONTACTS ON NEW RADIO ALARM TRANSMITTER AND NEW POWER SUPPLY. EXISTING FIRE ALARM SYSTEM SHALL SUPERVISE RADIO ALARM TRANSMITTER AND POWER SUPPLY FOR GENERAL FAULTS.

NO.	REVISION	DATE

PROJECT  
UNIVERSITY OF RHODE ISLAND  
KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

ADDRESS  
URI KINGSTON CAMPUS  
KINGSTON, RI 02881

PROJECT NO  
1MJB00329.053

DATE  
OCTOBER 7, 2022

DESIGN  
RCM / EBJ

DRAWN BY  
CLC / RCM

CHECKED BY  
EBJ / JWS

TITLE  
ALTERNATE #4  
WOMEN'S CENTER FIRE ALARM  
REPORTING PLAN

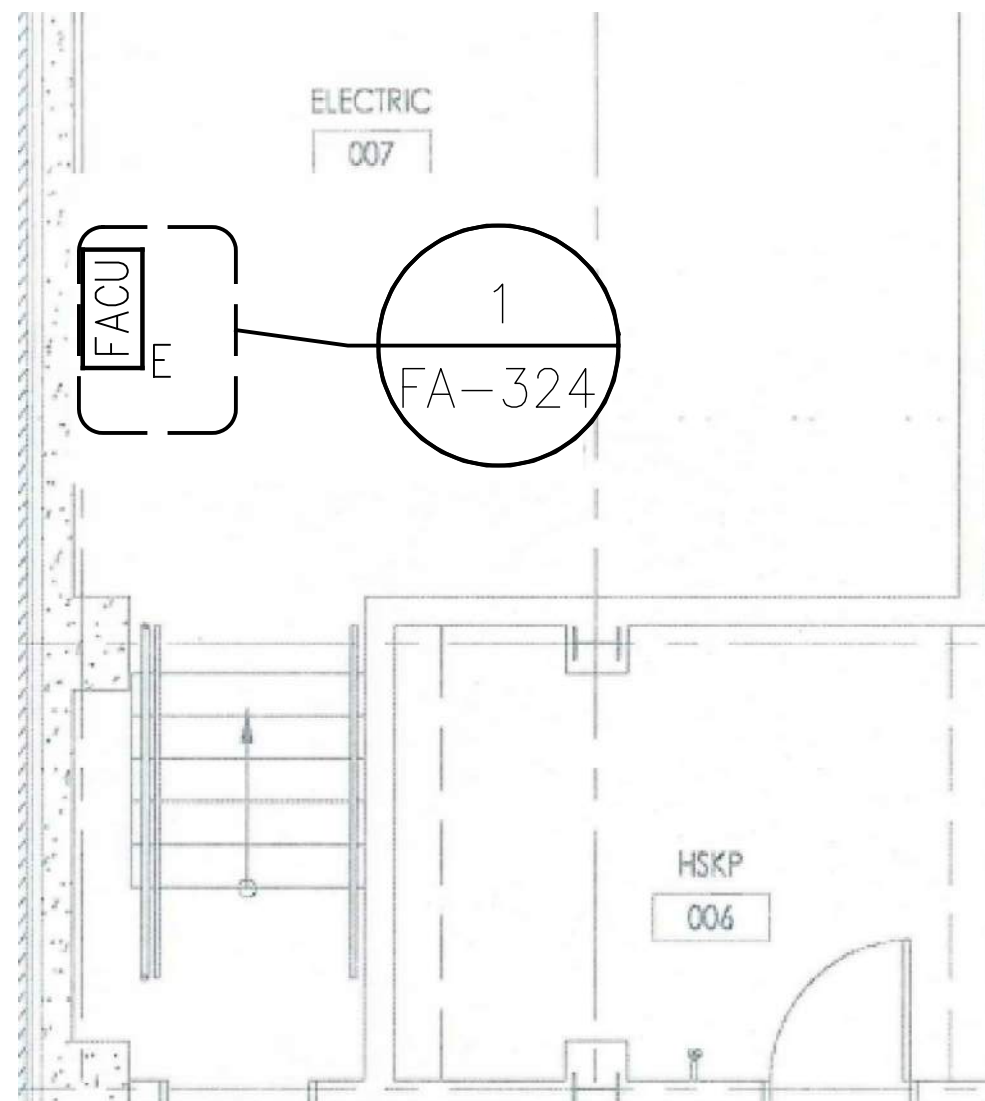
NUMBER  
FA-323



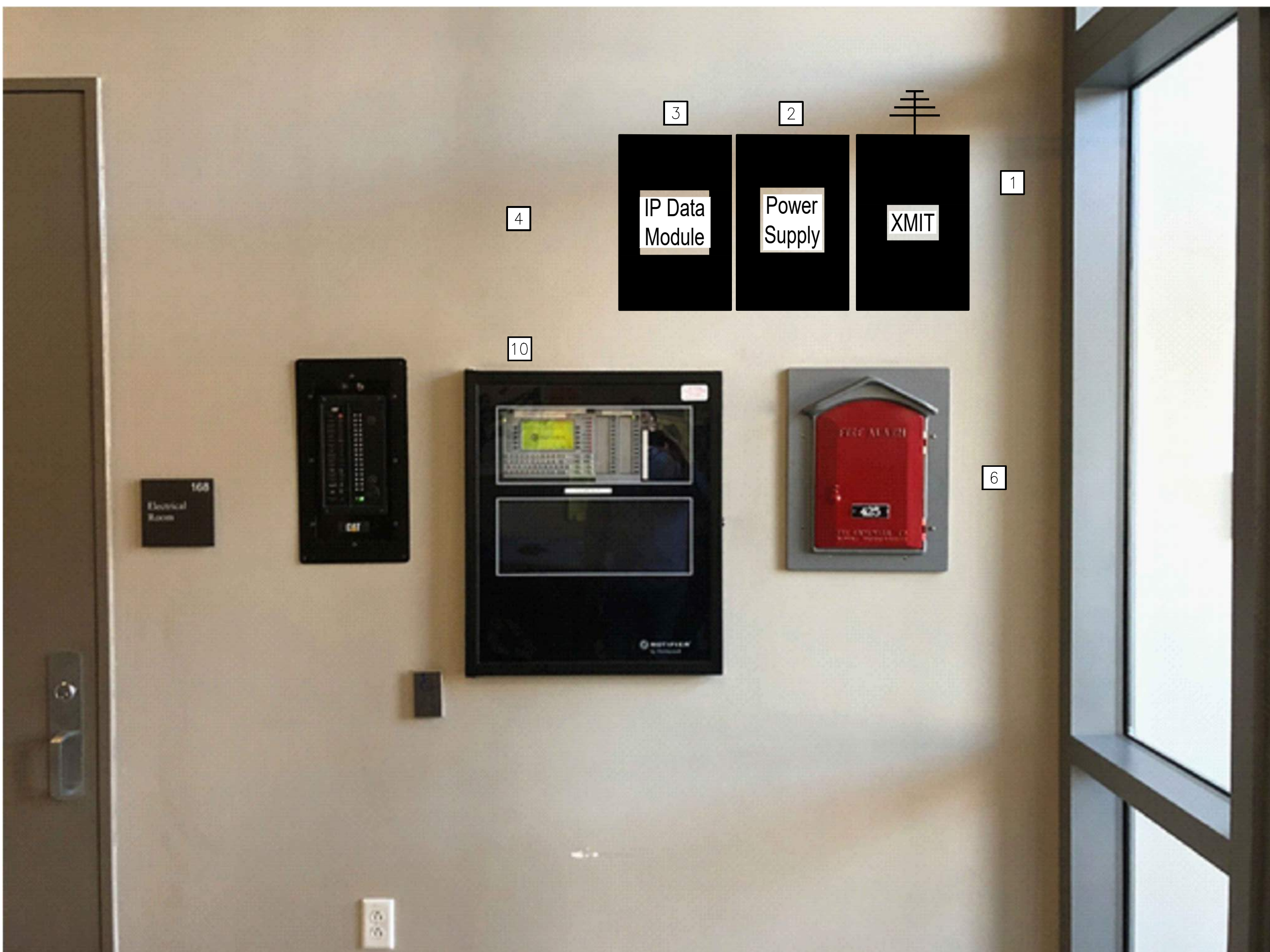


1 **BEAUPRE CENTER - EXISTING FIRE ALARM CONTROL PANEL  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE**  
SCALE: N.T.S.

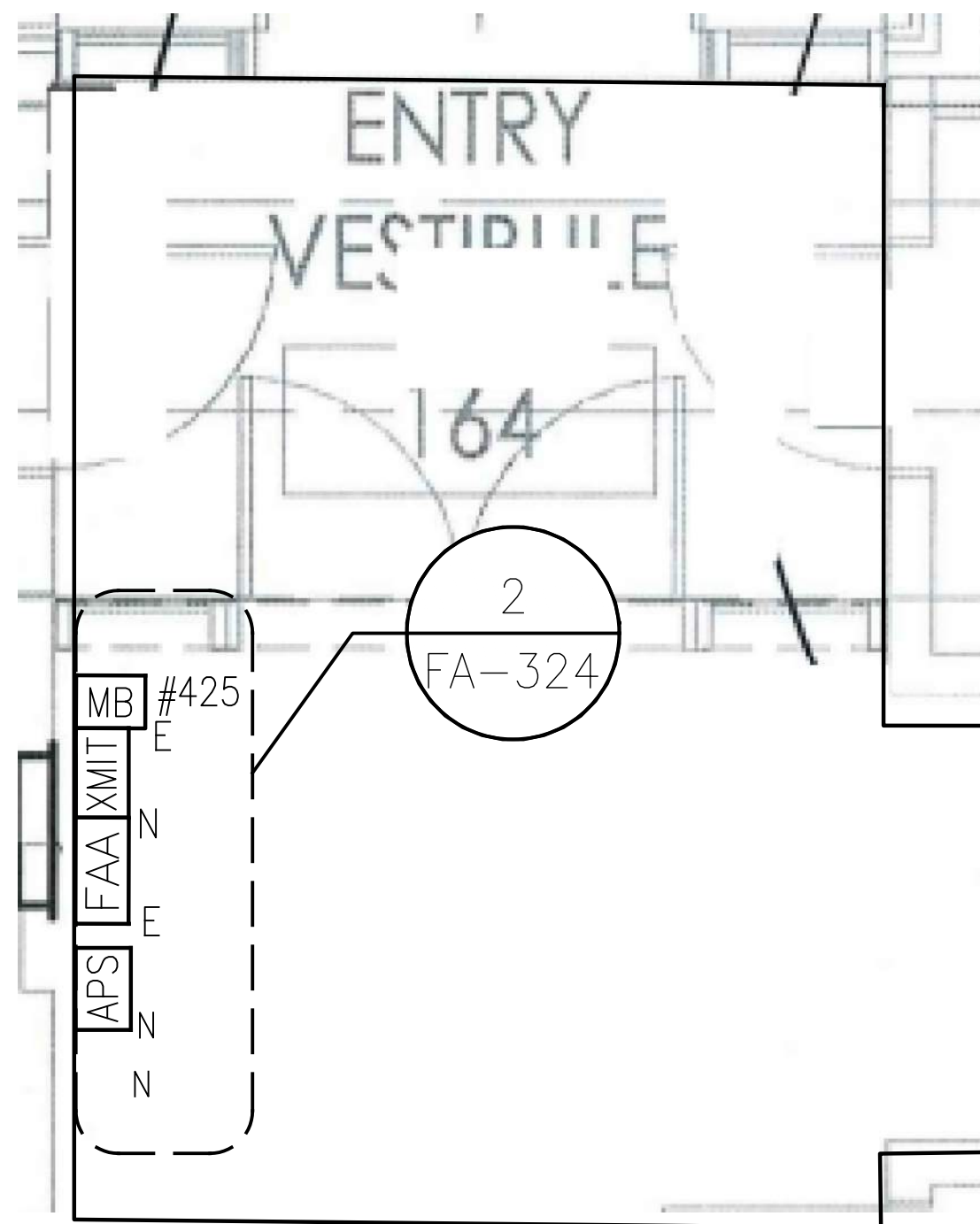
EXISTING FACU: NOTIFIER NFS2-640



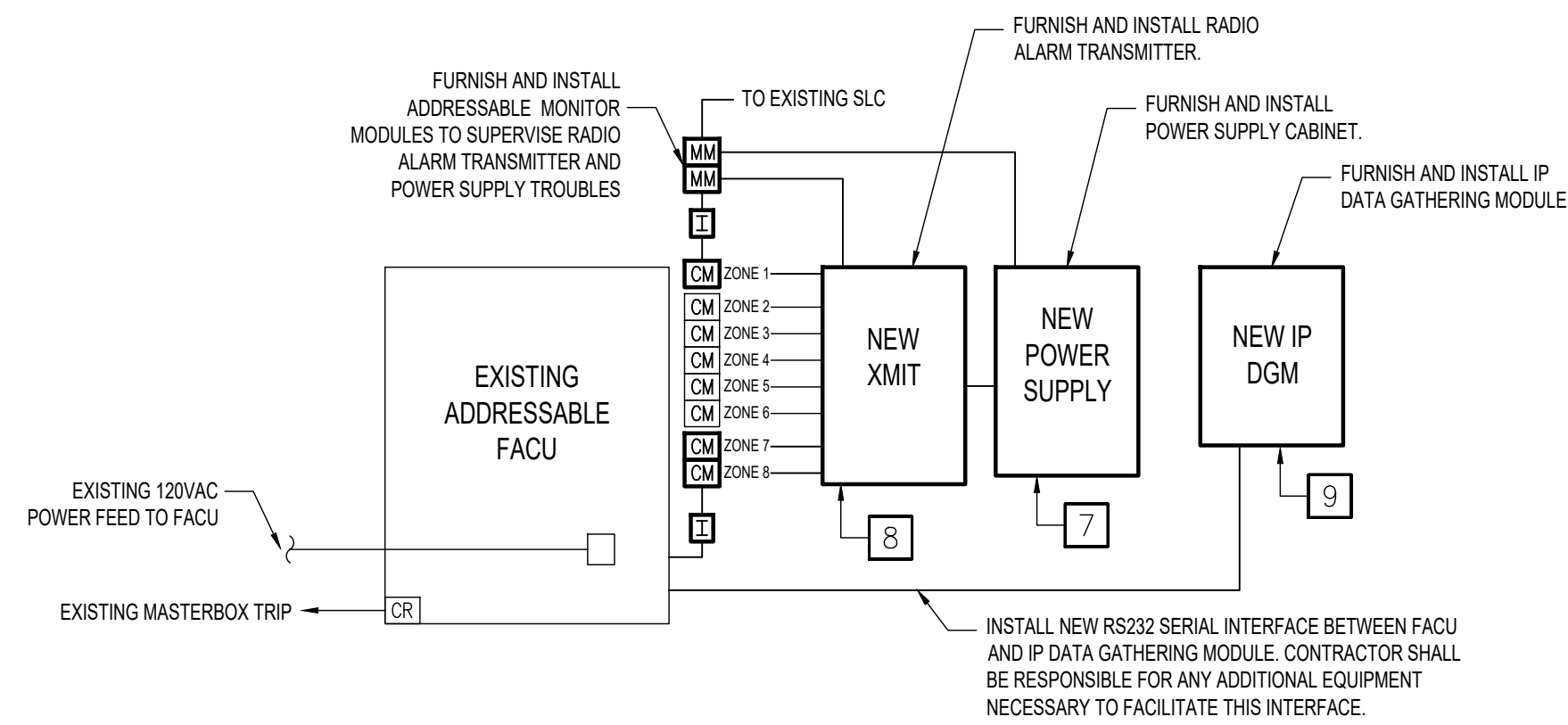
1 **BEAUPRE CENTER - EXISTING FIRE ALARM CONTROL PANEL  
BASEMENT ELECTRICAL ROOM (007) - SECTION VIEW**  
SCALE: N.T.S.



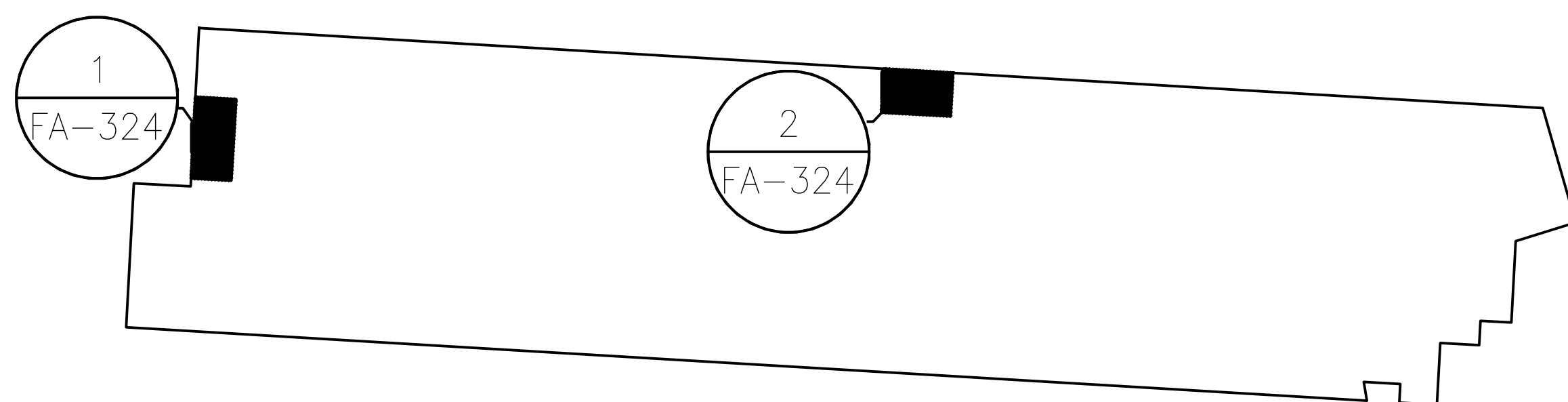
2 **BEAUPRE CENTER - EXISTING MASTERBOX  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE**  
SCALE: N.T.S.



2 **BEAUPRE CENTER - EXISTING MASTERBOX  
FIRST FLOOR VESTIBULE (164) - SECTION VIEW**  
SCALE: N.T.S.



**TYPICAL COMPATIBLE ADDRESSABLE FACU  
INTERFACE TO TRANSMITTERS DETAIL**  
SCALE: N.T.S.



**BEAUPRE CENTER KEY PLAN**  
SCALE: N.T.S.

**KEYNOTES**

- 1 INSTALL NEW RADIO ALARM TRANSMITTER.
- 2 INSTALL NEW AUXILIARY POWER SUPPLY.
- 3 INSTALL NEW IP DATA GATHERING MODULE AND CONNECT TO ETHERNET PATCH PANEL.
- 4 CONCEAL NEW WIRING INSIDE EXISTING WALL. NEW WIRING SHALL BE INSTALLED IN FLEXIBLE METALLIC CONDUIT. CONTRACTOR SHALL PATCH AND PAINT ANY DISTURBANCES MADE TO THE EXISTING WALL TO FACILITATE TRANSMITTER INSTALLATION.
- 5 NOT USED.
- 6 EXISTING MASTERBOX TO REMAIN.
- 7 PROVIDE 120VAC PRIMARY POWER FROM DEDICATED CIRCUIT FIRE ALARM CIRCUIT. NEW DEDICATED CIRCUIT SHALL BE PROVIDED FROM EXISTING ELECTRICAL DISTRIBUTION PANEL OR DEDICATED CIRCUIT MAY BE EXTENDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT. WHERE PRACTICAL AND SPARE CAPACITY EXISTS, PROVIDE BACKUP BATTERIES SIZED ACCORDINGLY TO POWER THE CONNECTED LOAD FOR A MINIMUM OF 60 HOURS.
- 8 PROVIDE 24VDC PRIMARY POWER FROM NEW POWER SUPPLY. PROVIDE RADIO TRANSMITTER WITH ONE (1) 12AH BATTERY FOR BACKUP POWER. ADDITIONAL BATTERY BACKUP SHALL BE PROVIDED BY THE POWER SUPPLY BATTERIES.
- 9 PROVIDE 24VDC PRIMARY POWER TO IP DATA GATHERING MODULE. 24VDC POWER SHALL BE PROVIDED FROM EITHER NEW POWER SUPPLY OR EXISTING FIRE ALARM CONTROL EQUIPMENT. WHERE 24VDC POWER IS PROVIDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING UPDATED BATTERY CALCULATIONS AND UPSIZING EXISTING CONTROL EQUIPMENT BATTERIES AS NECESSARY. IP DATA GATHERING MODULE SHALL BE PROVIDED.
- 10 DISCONNECT AND REMOVE EXISTING DIALER AND/OR EXISTING IP COMMUNICATOR AS PART OF THIS WORK.

NO.	REVISION	DATE

UNIVERSITY OF RHODE ISLAND  
KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

ADDRESS URI KINGSTON CAMPUS  
KINGSTON, RI 02881

PROJECT NO 1MJB00329.053

DATE OCTOBER 7, 2022

DESIGN RCM / EBJ

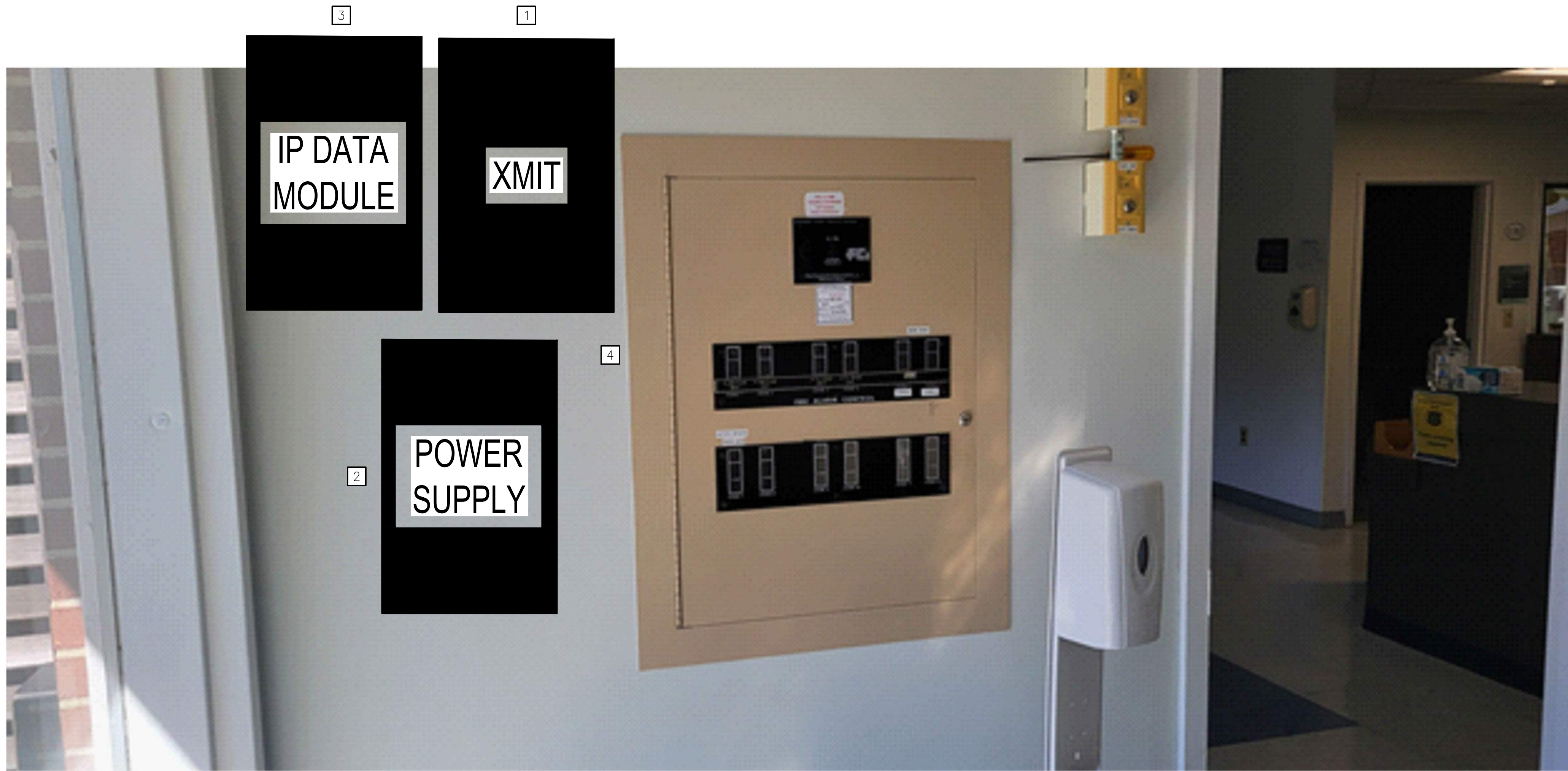
DRAWN BY CLC / RCM

CHECKED BY EBJ / JWS

TITLE  
ALTERNATE #5  
BEAUPRE CENTER FIRE ALARM  
REPORTING PLAN

NUMBER  
**FA-324**



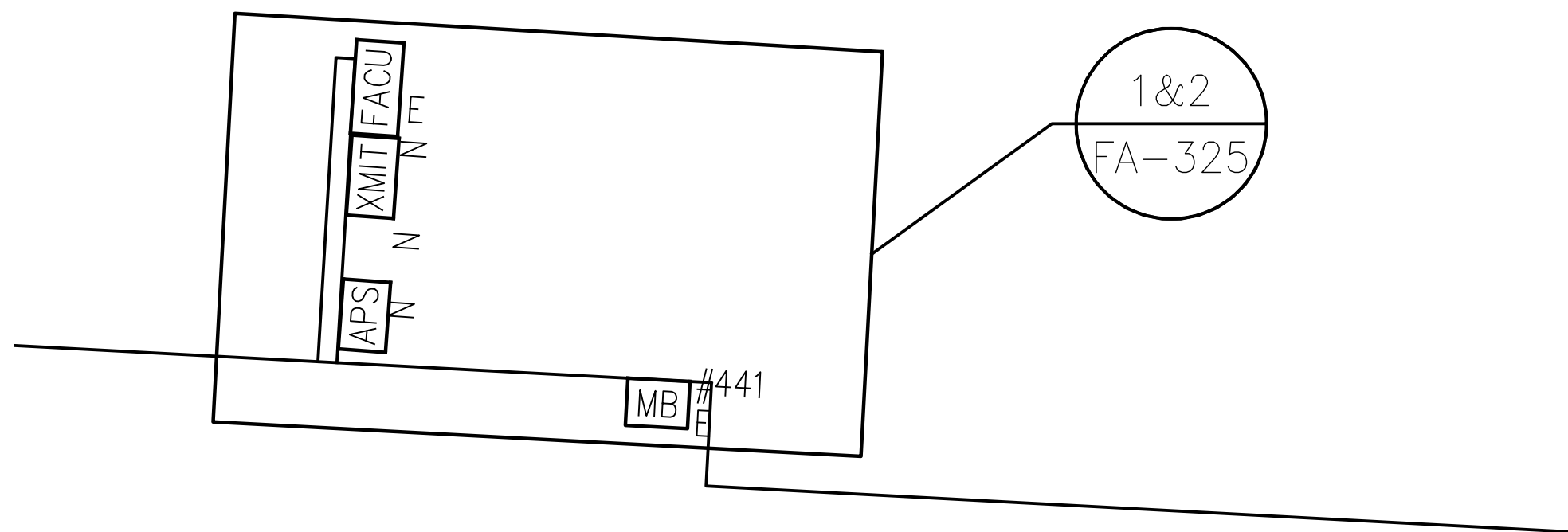


1  
SSRC - EXISTING FIRE ALARM CONTROL PANEL  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.

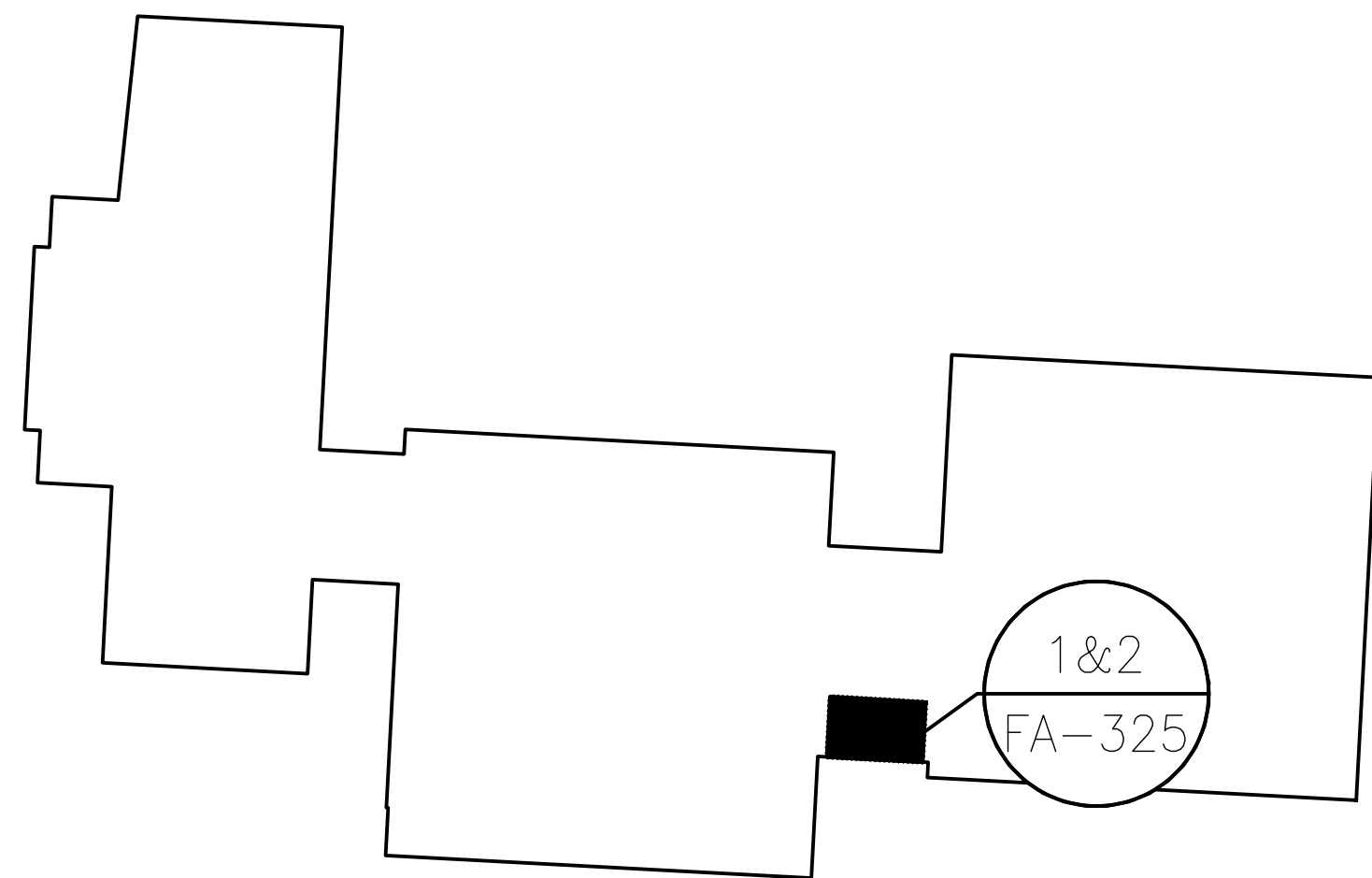
EXISTING FACU: FCI FC-72



2  
SSRC - EXISTING MASTERBOX  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.



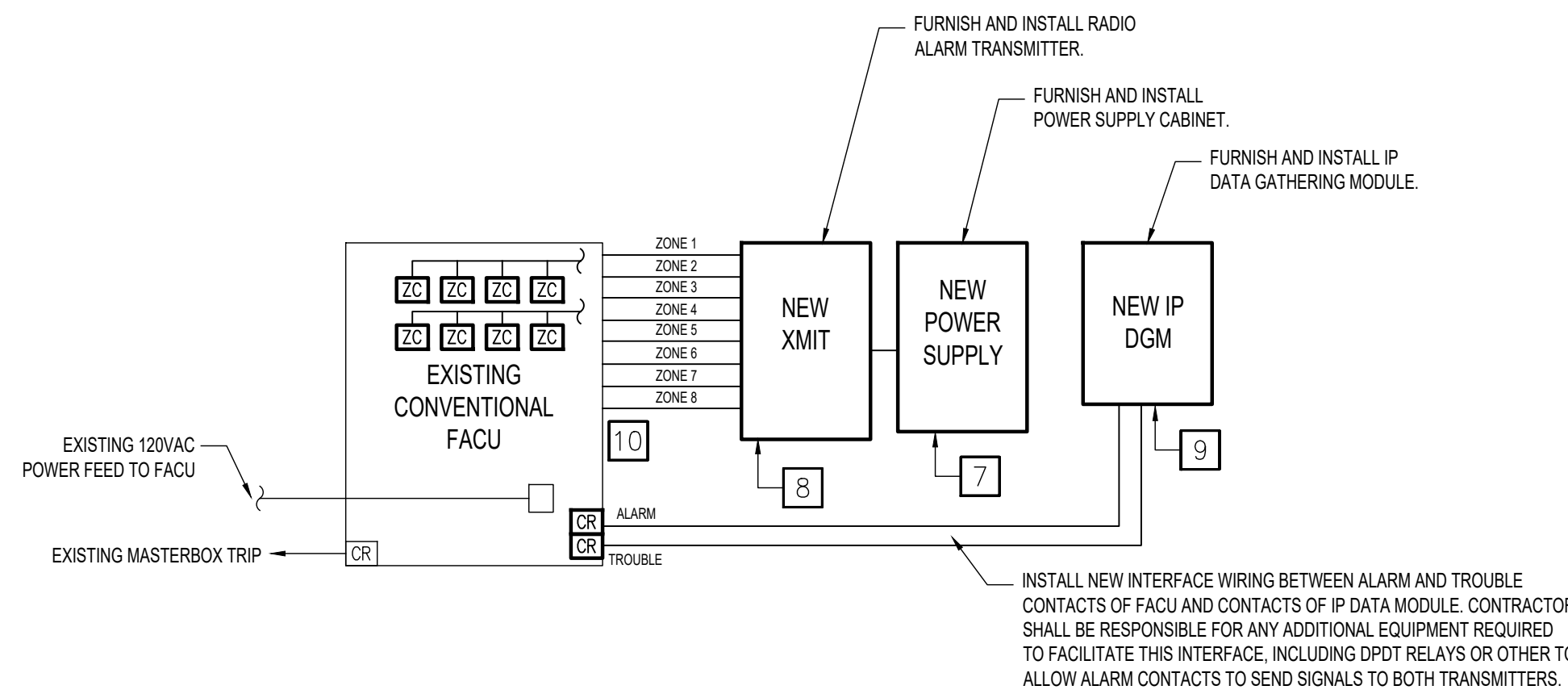
1&2  
SSRC - EXISTING FACU & MASTERBOX  
ENTRY VESTIBULE - SECTION VIEW  
SCALE: N.T.S.



1&2  
SOCIAL SCIENCES RESEARCH CENTER KEY PLAN  
SCALE: N.T.S.

#### KEYNOTES

1. INSTALL NEW RADIO ALARM TRANSMITTER.
2. INSTALL NEW AUXILIARY POWER SUPPLY.
3. INSTALL NEW IP DATA GATHERING MODULE AND CONNECT TO ETHERNET PATCH PANEL.
4. CONCEAL NEW WIRING INSIDE EXISTING WALL. NEW WIRING SHALL BE INSTALLED IN FLEXIBLE METALLIC CONDUIT. CONTRACTOR SHALL PATCH AND PAINT ANY DISTURBANCES MADE TO THE EXISTING WALL TO FACILITATE TRANSMITTER INSTALLATION.
5. EXISTING MASTERBOX TO REMAIN.
6. NOT USED.
7. PROVIDE 120VAC PRIMARY POWER FROM DEDICATED CIRCUIT FIRE ALARM CIRCUIT. NEW DEDICATED CIRCUIT SHALL BE PROVIDED FROM EXISTING ELECTRICAL DISTRIBUTION PANEL, OR DEDICATED CIRCUIT MAY BE EXTENDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, WHERE PRACTICAL AND SPARE CAPACITY EXISTS. PROVIDE BACKUP BATTERIES SIZED ACCORDINGLY TO POWER THE CONNECTED LOAD FOR A MINIMUM OF 60 HOURS.
8. PROVIDE 24VDC PRIMARY POWER FROM NEW POWER SUPPLY. PROVIDE RADIO TRANSMITTER WITH ONE (1) 12AH BATTERY FOR BACKUP POWER. ADDITIONAL BATTERY BACKUP SHALL BE PROVIDED BY THE POWER SUPPLY BATTERIES.
9. PROVIDE 24VDC PRIMARY POWER TO IP DATA GATHERING MODULE. 24VDC POWER SHALL BE PROVIDED FROM EITHER NEW POWER SUPPLY OR EXISTING FIRE ALARM CONTROL EQUIPMENT, WHERE 24VDC POWER IS PROVIDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING UPDATED BATTERY CALCULATIONS AND UPSIZING EXISTING CONTROL EQUIPMENT BATTERIES AS NECESSARY. IP DATA GATHERING MODULE SHALL BE PROVIDED.
10. EXTEND EXISTING INITIATING DEVICE CIRCUIT FROM CONVENTIONAL PANEL OR NEAREST FIELD DEVICE TO CONNECT TO TROUBLE CONTACTS ON NEW RADIO ALARM TRANSMITTER AND NEW POWER SUPPLY. EXISTING FIRE ALARM SYSTEM SHALL SUPERVISE RADIO ALARM TRANSMITTER AND POWER SUPPLY FOR GENERAL FAULTS.



TYPICAL CONVENTIONAL FACU  
INTERFACE TO TRANSMITTERS DETAIL  
SCALE: N.T.S.

IT IS A VIOLATION OF STATE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER, TO ALTER THIS DRAWING IN ANY WAY. IF AN ITEM IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO THE ITEM HIS/HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS/HER SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

KEY PLAN

B

NO.	REVISION	DATE

PROJECT

UNIVERSITY OF RHODE ISLAND  
KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

ADDRESS URI KINGSTON CAMPUS  
KINGSTON, RI 02881

PROJECT NO 1MJB00329.053

DATE OCTOBER 7, 2022

DESIGN RCM / EBJ

DRAWN BY CLC / RCM

CHECKED BY EBJ / JWS

SCALE

TITLE ALTERNATE #6  
SOCIAL SCIENCES RESEARCH  
CENTER (SSRC) FIRE ALARM  
REPORTING PLAN

NUMBER

FA-325

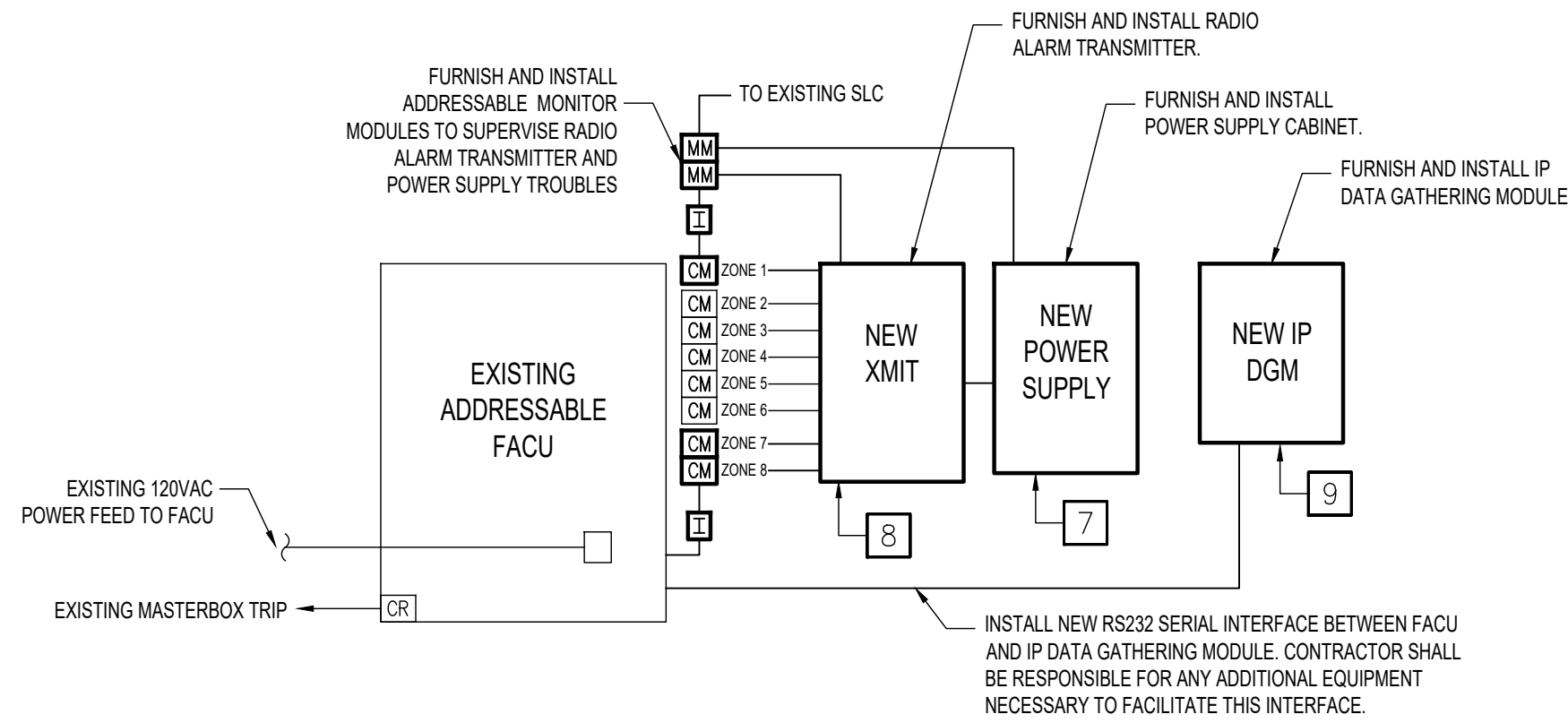
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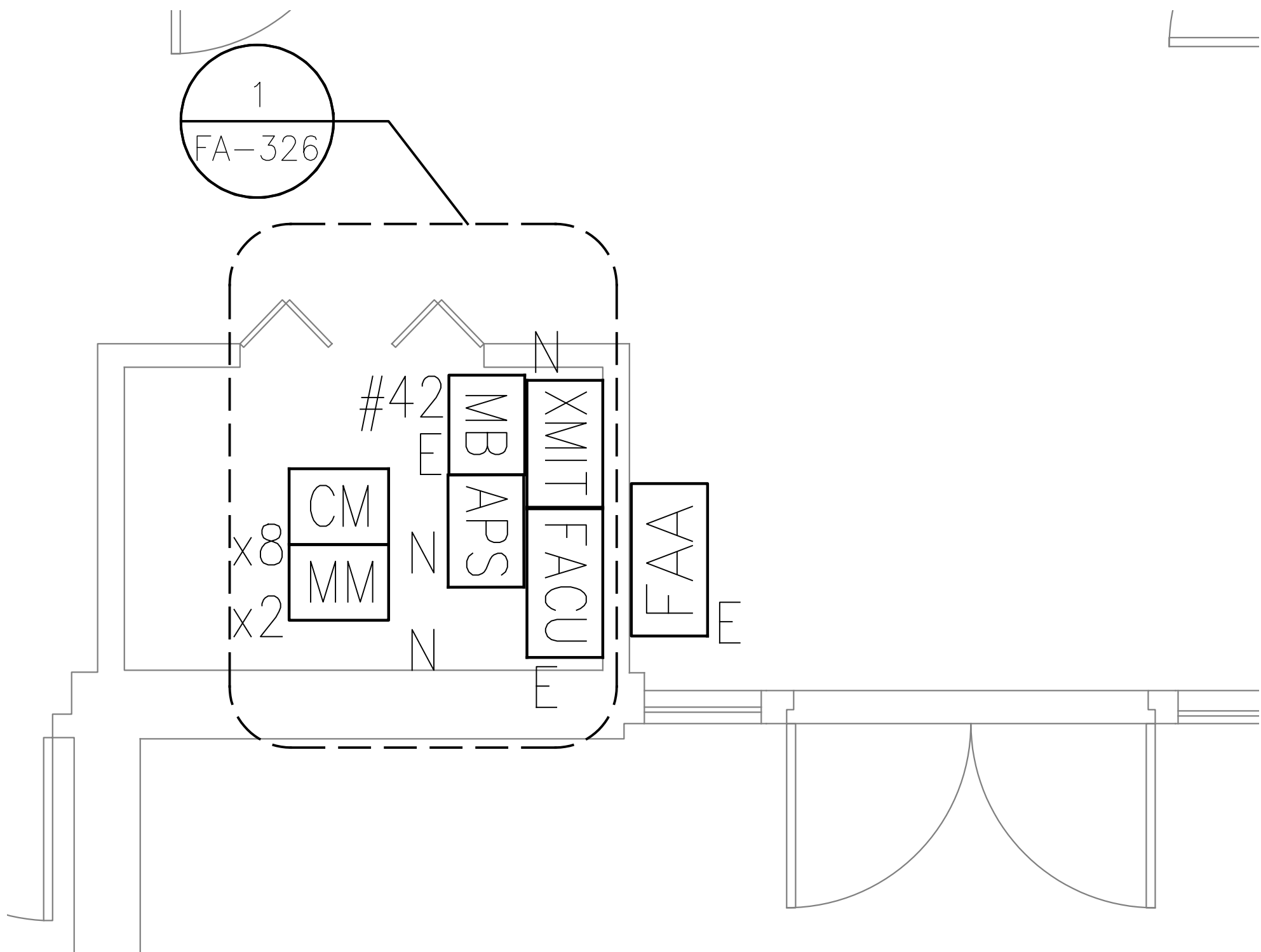


1 UNIVERSITY CLUB - EXISTING FACP & MASTERBOX  
FIRE ALARM REPORTING SYSTEM ELEVATION IMAGE  
SCALE: N.T.S.

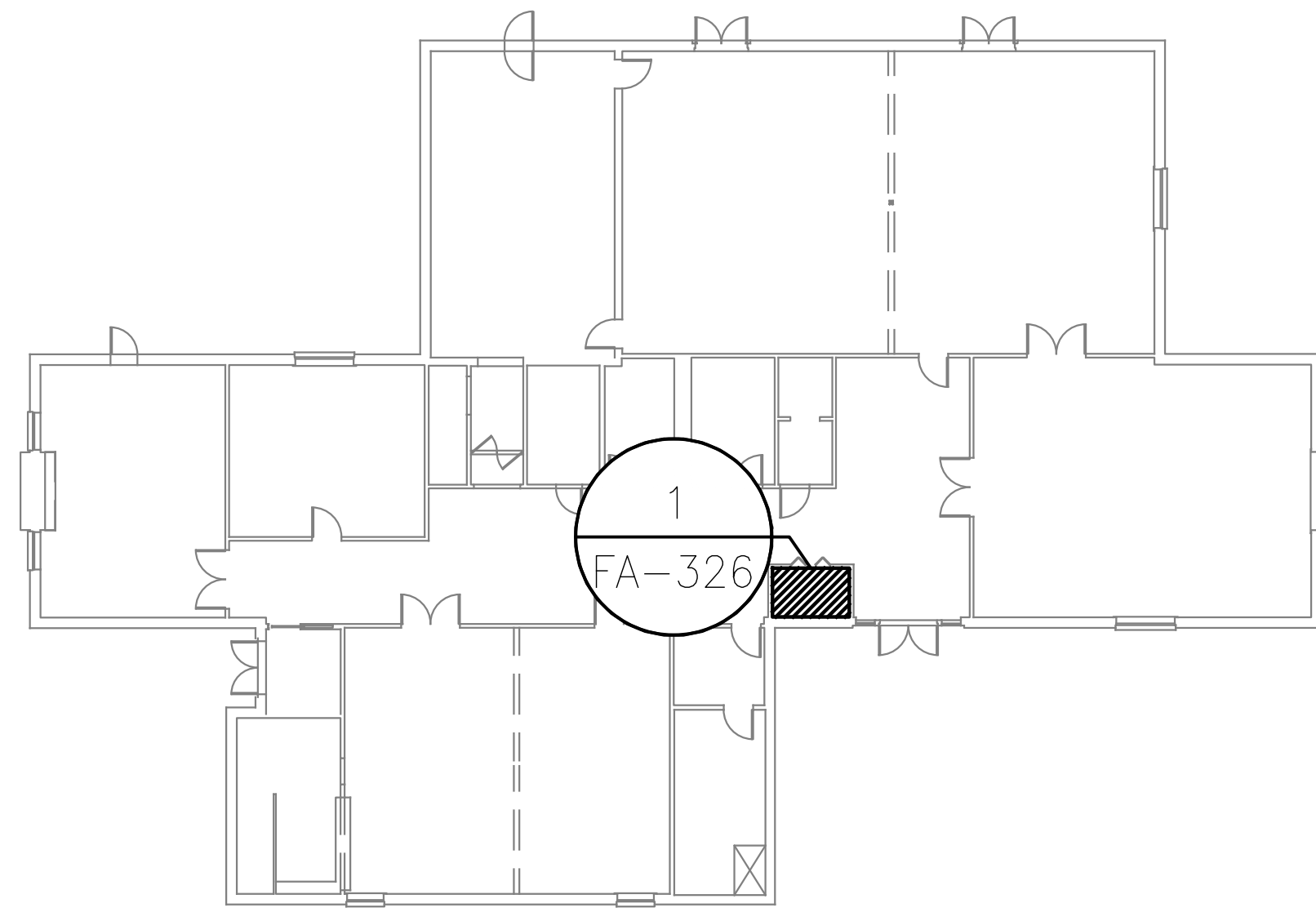
EXISTING FACU: FCI FC7100



TYPICAL COMPATIBLE ADDRESSABLE FACU  
INTERFACE TO TRANSMITTERS DETAIL  
SCALE: N.T.S.



1 UNIVERSITY CLUB - EXISTING FACP & NEW XMIT LOCATION  
ELECTRICAL CLOSET & ENTRY VESTIBULE - SECTION VIEW  
SCALE: N.T.S.



UNIVERSITY CLUB - KEY PLAN  
SCALE: 1/16" = 1'0"

KEYNOTES

- 1 INSTALL NEW RADIO ALARM TRANSMITTER.
- 2 INSTALL NEW AUXILIARY POWER SUPPLY.
- 3 INSTALL NEW IP DATA GATHERING MODULE AND CONNECT TO ETHERNET PATCH PANEL.
- 4 INSTALL NEW WIRING IN EXPOSED EMT.
- 5 EXISTING MASTERBOX TO REMAIN.
- 6 NOT USED.
- 7 PROVIDE 120VAC PRIMARY POWER FROM DEDICATED CIRCUIT FIRE ALARM CIRCUIT. NEW DEDICATED CIRCUIT SHALL BE PROVIDED FROM EXISTING ELECTRICAL DISTRIBUTION PANEL, OR DEDICATED CIRCUIT MAY BE EXTENDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, WHERE PRACTICAL AND SPARE CAPACITY EXISTS. PROVIDE BACKUP BATTERIES SIZED ACCORDINGLY TO POWER THE CONNECTED LOAD FOR A MINIMUM OF 80 HOURS.
- 8 PROVIDE 24VDC PRIMARY POWER FROM NEW POWER SUPPLY. PROVIDE RADIO TRANSMITTER WITH ONE (1) 12AH BATTERY FOR BACKUP POWER. ADDITIONAL BATTERY BACKUP SHALL BE PROVIDED BY THE POWER SUPPLY BATTERIES.
- 9 PROVIDE 24VDC PRIMARY POWER TO IP DATA GATHERING MODULE. 24VDC POWER SHALL BE PROVIDED FROM EITHER NEW POWER SUPPLY OR EXISTING FIRE ALARM CONTROL EQUIPMENT. WHERE 24VDC POWER IS PROVIDED FROM EXISTING FIRE ALARM CONTROL EQUIPMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING UPDATED BATTERY CALCULATIONS AND UPSIZING EXISTING CONTROL EQUIPMENT BATTERIES AS NECESSARY. IP DATA GATHERING MODULE SHALL BE PROVIDED.

IT IS A VIOLATION OF STATE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER, TO ALTER THIS DRAWING IN ANY WAY. IF AN ITEM IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO THE ITEM HIS/HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS/HER SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

KEY PLAN

NO.	REVISION	DATE

PROJECT  
UNIVERSITY OF RHODE ISLAND  
KINGSTON CAMPUS FIRE ALARM  
REPORTING SYSTEM UPGRADES  
PHASE 1

ADDRESS  
URI KINGSTON CAMPUS  
KINGSTON, RI 02881

PROJECT NO  
1MJB00329.053

DATE  
OCTOBER 7, 2022

DESIGN  
RCM / EBJ

DRAWN BY  
CLC / RCM

CHECKED BY  
EBJ / JWS

SCALE

TITLE  
ALTERNATE #7  
UNIVERSITY CLUB FIRE ALARM  
REPORTING PLAN

NUMBER  
FA-326

SHEET  
34 OF 34