

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

705 Elmwood Avenue
Providence, RI 02907

GENERAL GUIDELINES FOR COMPLETING INVITATION FOR BIDS PACKAGE

This document is intended as a guideline to assist prospective Bidders in successfully completing the necessary Bid paperwork. You are strongly encouraged to read the Instructions for Bidders Sections very carefully. This document is NOT intended to replace the more-detailed instructions that are included in the attached Bid Package.

- It is **EXTREMELY IMPORTANT** that all required forms be filled out completely. Federal and State Regulations mandate that these forms be filled out properly. Failure to fill out these forms may result in your Bid being ruled non-responsive. Non Responsive Bids **will not** be awarded the contract.
- **REMEMBER to completely fill out** all REQUIRED FORMS (see REQUIRED FORMS Checklist). The **forms that are checked off are the only ones that apply to this Bid.**
- If a form does not apply to your business or Bid please mark the form Not Applicable or some other similar wording at your discretion.
- DBE (Disadvantaged Business Enterprise) Obligation. RIPTA agrees to ensure that DBES as outlined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts. Therefore it is imperative that you read the DBE Section and complete the necessary Paperwork. All DBEs submitted must be certified by the State of Rhode Island at the time of Bid submittal.
- Make Sure the Bid Response is received by the RIPTA Purchasing Department by the designated date and time. Late Bids will not be accepted
- It shall be the responsibility of prospective Bidders to check the State of Rhode Island, Department of Administration Division of Purchases Website for any addenda.
- Make Sure that the Bid is returned in an Envelope or Box **CLEARLY LABELED** with the following Information: **Bid Number and what the Bid is for. This information should be in the lower left hand corner.** The envelope should also be labeled **Bid DOCUMENTS ENCLOSED**
- When in doubt, contact RIPTA Contracts Manager (401) 784-9500 extension 214 for assistance.
- **Bid must be submitted pre-punched for standard three ring binders. Spiral bound Bid submittals will not be allowed. Please note that United Parcel Service will not deliver to our address**

Please refer to Page 76 for Scope of Work

The following label shall be affixed to the envelope or package containing the Bid response documents. It is imperative that his label be affixed to insure the Bid documents are received and routed in the proper manner:

Return Address

BID DOCUMENTS ENCLOSED

CONTRACTS MANAGER
Rhode Island Public Transit Authority
Purchasing Department
Room 217
705 Elmwood Avenue
Providence, RI 02907

BID NUMBER: 14-05

BID FOR: Kennedy Plaza Asphalt Repair

DUE: October 25, 2013

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

705 Elmwood Avenue
Providence, RI 02907

REQUIRED COMPANY INFORMATION FORM

The following information is mandatory; Failure to complete this section may jeopardize your eligibility to be awarded the contract. **ALL SECTIONS OF THIS FORM MUST BE FILLED OUT COMPLETELY**

THIS INFORMATION IS REQUIRED IN ACCORDANCE WITH 49CFR 26.11

**THIS FORM IS REQUIRED FOR ALL BIDDERS, PRIME CONTRACTORS,
POTENTIAL SUBCONTRACTORS AND SUBCONTRACTORS**

PLEASE PRINT OR TYPE YOUR INFORMATION

COMPANY NAME _____

COMPANY STREET: ADDRESS: _____

COMPANY MAILING: ADDRESS: _____

COMPANY CONTACT PERSON: _____

COMPANY TELEPHONE NUMBER: _____

COMPANY TELEFAX NUMBER: _____

COMPANY CONTACT EMAIL: _____

AGE OF THE FIRM (YEARS): _____

ANNUAL GROSS RECEIPTS (DOLLARS): _____

IS YOUR FIRM CERTIFIED BY THE STATE
OF RHODE ISLAND AS A DISADVANTAGED
BUSINESS ENTERPRISE ? _____

DUNN AND BRADSTREET NUMBER: _____

NAICS CODE: _____ INDUSTRY _____

NAICS Code can be found at the following website: www.naics.com

COMPANY STATUS: _____ PRIME CONTRACTOR _____ SUBCONTRACTOR

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Invitation for Bids Number 14-05

INVITATION FOR BIDS

BID NO: 14-05

DATE OF INVITATION: September 25, 2013

PRE-BID MEETING: October 09, 2013

BID RECEIPT DATE: October 25, 2013

FURNISHING OF: Kennedy Plaza Asphalt Repair

FEDERAL TRANSIT ADMINISTRATION PROJECT NO. RI 90x 054 and 058

The participant shall specify the official name of his/her company in the upper left-hand corner of the Bid Response Envelope and show **BID NO: and Bid Description in the lower left-hand corner and send or deliver to:**

**Purchasing Department
Room 217
705 Elmwood Avenue
Providence, RI 02907**

The participant shall execute the offer form enclosed herewith.

Bids will be reviewed and evaluated; all participants will be notified as soon as approval of award is made.

The Bidder shall execute the offer form enclosed herewith. The Bidder shall return **Two copy(ies)** with the **original** Bid.

RIPTA RESERVES THE RIGHT TO REJECT BIDS FROM PARTICIPANTS WHO HAVE NOT USED THE FORM AND PROPER BID RESPONSE ENVELOPE FORMAT.

RIPTA RESERVES THE RIGHT TO CANCEL ANY PARTICULAR SOLICITATION, AND/OR REJECT ANY OR ALL BIDS.

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I. CALENDAR

A. Date of Invitation:

September 25, 2013

B. Pre-Bid Conference:

1. **Date:** **October 09, 2013**

2. **Time:** **1:00 p.m. Eastern Time**

3. **Place:** **RIPTA Board Conference Room**
269 Melrose Street, Providence, RI

Any and all appeals must be submitted in writing prior to the time and date set for the Pre-Bid Meeting.

C. Request for Approved equals and Questions

must be submitted **ELECTRONICALLY IN MICROSOFT WORD FORMAT** to RIPTA Contracts Manager by:

1. **Date:** **October 09, 2013**

2. **Time:** **1:00 p.m. Eastern Time**

3. **Response to approved equals: 10 - 14 days prior to Bid opening.**

D. Bid Receipt:

1. **Date:** **October 25, 2013**

2. **Time:** **1:00 p.m. Eastern Time**

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Invitation for Bids Number 14-05

II. NOTICE TO OFFERORS

A. DATE: September 25, 2013

The Rhode Island Public Transit Authority (RIPTA) is requesting Bids for the following:

Kennedy Plaza Asphalt Repair

All Bids shall be submitted in the required format and quantity as set forth in the IFB. This Bid must be received by October 25, 2013 at 1:00 p.m. Eastern Time by the Purchasing Department, Room 217, 705 Elmwood Avenue Providence, Rhode Island 02907. **Please be advised that United Parcel Service does not deliver to this address.**

Award of contract is subject to financial assistance of 80% from the U.S. Department of Transportation (FTA Project RI 90x 054 and 058) and 20% from RIPTA. The successful Bidder shall comply with the conditions and terms applicable thereunder.

A Pre-Bid Meeting will be held at the RIPTA Transportation Building Conference Room, 269 Melrose Street Providence, RI at 1:00 pm Eastern Time on October 09, 2013.. Bidders are expected to download and review the Bid Scope of Work prior to the pre-Bid meeting.

The successful Bidder shall be required to comply with all applicable Equal Opportunity and Disadvantaged Business Enterprise regulations. Bidders are encouraged to view the Rhode Island Minority Business Enterprise (RIMBE) website for a list of Disadvantaged Business Enterprise vendors that may be interested in working with your company on this Bid. All DBEs submitted must be certified by the State of Rhode Island at the time of Bid submittal.

The RIMBE Website address is: <http://www.mbe.ri.gov/search.php>.

The Disadvantaged Business Enterprise goal for this project is: 20.%

The successful Bidder shall be required to certify that he is not on the Comptroller General's List of Ineligible Contractors.

An electronic copy of the IFB is available on the State of Rhode Island, Department of Administration, Division of Purchases Website.

The website address is: www.purchasing.ri.gov/RVIP/ExternalBidSearch.asp. RIPTA Requests for Bids can be Public Bid Opportunities, Quasi Public Sector, listed under the Rhode Island Public Transit Authority. ***Bidders must download the Bid documents and complete the required forms.***

If you are unable to access the Internet; a printed copy of the Bid may be obtained from RIPTA's Purchasing Department by calling Michael J. McGrane at (401) 784-9500, ext. 214.

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III. CONTACT LIST

**PLEASE CONTACT THE FOLLOWING PERSONS FOR ANY
QUESTIONS YOU MAY HAVE:**

- A. Specifications/Scope of Work**
Mr. Edward Scott
Phone (401) 784-9500 extension 140
- B. Contracts Manager**
Mr. Michael J. McGrane
Phone: (401) 784-9500 extension 214
mmcgrane@ripta.com
- C. RIPTA Compliance Officer**
Mr. James Vincent
Phone: (401) 784-9500 extension 209
jvincent@ripta.com

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IV. INSTRUCTIONS FOR BIDDERS

A. Definition of Terms.

Whenever herein or in the Bid contract documents the following terms, pronouns or abbreviations are used, the intent and meaning shall be interpreted as follows:

1. **Procuring agency**
Procuring Agency is defined as the Rhode Island Public Transit Authority.
2. **RIPTA**
RIPTA shall refer to the Rhode Island Public Transit Authority.
3. **Contractor**
Contractor shall mean the successful Bidder to whom a contract is awarded.
4. **Invitation for Bid (IFB)**
Invitation for Bid shall mean the complete assembly of related documents, whether attached or incorporated by reference, furnished by RIPTA for the purpose of proposing, including the Invitation for Bid, the Instructions for Bidders, Supplemental Conditions, Specifications, Bid Form, Bid Attachments, and Addenda, if any. Bids shall be in strict accordance with the Terms of the IFB.
5. **Authorized Signature.**
The person who is executing this contract on behalf of the Bidder and who is authorized to bind the Bidder.
6. **Invitation for Bid.**
The advertisement of the issuance by RIPTA of a Invitation for Bid, which is published, posted and sent to prospective Bidders informing interested persons of the proposed procurement.
7. **Basis of Award**
The Contract will be awarded to the responsive, responsible vendor that submits the Bid that is lowest of those submitted.
8. **Notice of Award.**
The receipt of a Purchase Order or Letter of Contract issued by RIPTA shall serve as notice of the award of contract.
9. **Specifications.**
The written description and statement of necessary requirements of the equipment/construction, supplies and/or service to be provided.
10. **Tender**
The Bidder's documents and all attachments tendered in response to the Bid requests.

B. Form of Bid and Signature.

The Bid shall be presented with an original and Two copies on the forms provided herewith by RIPTA and shall be enclosed in a sealed envelope marked and addressed as required on the Bid form.

Depending upon whom the Bid is made by, the following signature and instructions must be followed:

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Invitation for Bids Number 14-05

1. **Sole Owner.**
Bid shall be signed with his full name, and his address shall be given.
2. **General Partnership.**
Bid shall be signed with the partnership name by a partner who shall also sign his/her own name, and the name and address of each partner shall be given.
3. **Limited Partnership**
Bid shall be signed with the partnership name by a general partner who has authorization to do so who shall also sign his/her own name.
4. **Corporation.**
Bid shall be signed by an officer or other individual who has the full and proper authorization to do so, and the corporate seal shall be affixed to the contract, or if the corporate seal is not affixed to the contract and it is signed by a person other than an officer, there must be attached to the contract a certified copy of a resolution of the corporation authorizing such officer or person to sign written contracts for and on behalf of the corporation.

C. Bid.
The terms of the Bid must not be changed. All blank spaces in said form shall be properly filled. Alterations by erasure or interlineation must be explained or noted in the Bid over the signature of the Bidder. If the unit price and the total amount named by a Bidder for any item, do not agree, **the unit price** alone will be considered as representing the Bidder's intention.

D. Unauthorized Conditions.
Unauthorized conditions, limitations or provisions attached to a Bid will render it informal and may cause its rejection.

E. Submission of Bid.
Prior to the hour specified in the Invitation for Bid inviting sealed Bids, all Bids shall be delivered to the Contracts Manager at the address shown in the Invitation for Bid.

Each Bid shall be in a sealed envelope properly labeled on the outside with the Bid number and description. No Bids received after said time or at any place other than the time and place as stated in the Invitation for Bid will be considered. No Bid electronically transmitted , e.g. email and fax will be considered.

F. Modification or Withdrawal of Bid.
A Bid may be modified or withdrawn by written or telegraphic notice received in the office designated in the Invitation for Bid not later than the exact time set for receiving of Bids. A telegraphic notice of modification or withdrawal of a Bid telephoned by the receiving telegraphic office no later than the set for opening of Bids will be considered if the message is confirmed by the telegraph company by sending a copy of a written telegram which formed the basis of the telephone call. A Bid may be

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withdrawn in person by a Bidder or his/her authorized representative provided his/her identity is made known and he signs a receipt for the Bid if the withdrawal is prior to the exact time set for receiving the Bids. Modifications of Bids and requests for withdrawal of Bids which are received in the office designated in the Invitation for Bids after the exact time set for opening are "late modifications" and "late withdrawals" respectively. A late modification or late withdrawal will be subject to the rules and procedures applicable to late Bids. A late modification of an otherwise successful Bid will be opened at any time it is received. If, in the judgment of the Director of Procurement, it makes the terms of the Bid more favorable to RIPTA, it will be presented to the Contract Manager and Director of Procurement for consideration.

G. Samples

Samples, when required, must be submitted within the time specified, at no expense to RIPTA. If not, destroyed or used up during testing, samples will be returned upon request at the Bidder's expense.

H. Canvass of Bids.

At the hour specified in the Invitation for Bid, a designee will receive the Bids. An award will be made or Bids rejected by RIPTA within the time specified in the specifications or Bid forms, or if not specified, within a reasonable time after Bids have been opened.

I. Rejection of Bids.

RIPTA reserves the right to reject any and all Bids. The right is reserved to reject any or all Bids, and to waive technical defects as the interest of RIPTA may require. Each Bidder shall be notified if all Bids are rejected.

J. Sales Tax Exemption.

RIPTA confirms there are no state, local or federal taxes applicable to this purchase.

K. Delivery Charges.

Unless otherwise stated in the IFB, Bidders shall include freight and/or delivery charges in the total price of their Bids.

L. Alternative Bid

Submissions of an alternative Bid or Bids, except as specifically called for in the Specifications or IFB, will render the Bid informal and may cause its rejection.

M. Non-Collusive Affidavit.

The Bidder represents and warrants that its Bid is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the Bidder has not, directly or indirectly, induced or solicited any other Bidder to submit a sham Bid or any other person, firm or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure itself an advantage over any other Bidder.

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N. **Interest of RIPTA Personnel.**

The Bidder represents and warrants that neither the General Manager, nor any Board Member, nor any employee of RIPTA, is in any manner interested directly or indirectly in the Bid or in the contract, which may be made under it, or in any expected profits to arise therefrom.

O. **Penalty for Collusion.**

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any Bid or Bids, colluded with any other party or parties, then the contract so awarded shall be **voidable** by RIPTA and the Contractor and his bondsmen shall be liable to RIPTA for all loss or damage which RIPTA may suffer thereby and the RIPTA Board may advertise for a new contract for said labor, supplies, materials, equipment or service.

P. **Bid Acceptance Period**

All Bids shall remain in effect one hundred twenty (120) calendar days from the date of Bid opening. Bids offering less than one hundred twenty (120) calendar days for acceptance by RIPTA from the date set for opening will be considered non-responsive and will be rejected.

Q. **Postponement.**

RIPTA reserves the right to postpone, for its own convenience, the date the Bid is to be received, but any Bidder whose Bid has already been submitted to RIPTA when the decision to postpone is made shall be afforded the opportunity to revise or withdraw its Bid.

R. **Amendment and/or Postponement.**

RIPTA reserves the right to revise or amend the specifications up to the time set for the receiving of Bids. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. **It shall be the responsibility of prospective Bidders to check the State of Rhode Island, Department of Administration Division of Purchases Website for any addenda.** If the revisions and addenda require changes in quantities or price Bid, or both, the date set for receiving Bids may be postponed by such number of days as in the opinion of RIPTA shall enable Bidders to revise their Bids. In any case, Bid openings shall be at least seven (7) working days after the last addendum, and the addenda shall include an announcement of the new date, if applicable.

S. **Single Bid.**

1. In the event a single Bid is received, RIPTA will, at its option, either conduct a price and/or cost analysis of the Bid and make the award by negotiation or reject the Bid and re-advertise. A price analysis is the process of examining the Bid and evaluating a prospective price without evaluating the separate cost elements. Price analysis shall be performed by comparison of the price quotations submitted on other current quotations, with published price lists, or other established or competitive prices. The comparison shall be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a

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detailed analysis must be made of this difference and costs attached thereto.

2. Where it is impossible to obtain a valid price analysis, it may be necessary for RIPTA to conduct a cost analysis of the Bid price. Cost analysis is the review and evaluation of a contractor's cost or pricing data and of the factors applied in projecting from such data the estimated costs of performing the contract, assuming reasonable economy and efficiency.
3. The price and/or cost analysis shall be made by RIPTA's Procurement Department.

T. Qualifications for Award.

The Bidder must be a person, firm or corporation that:

1. Has in operation, or has the capability to have in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under this contract.
2. Has adequate service personnel, or has the capability to have such personnel, to satisfy any service problems that may arise during the warranty period.
3. Has the necessary facilities and financial resources or has the capability to obtain such facilities and resources to complete the contract in a satisfactory manner within the required time.
4. The Procuring agency shall have the right to conduct a pre-award survey on each Bidder. Doubt as to the capability or technical ability, productive capacity or financial strength, which cannot be resolved affirmatively, shall require a determination of non-responsibility by RIPTA.

U. Ineligible Bidders.

The Bidder shall be required to certify, upon request, that it is not on the U.S. Comptroller General's Consolidated List of Persons or Firms currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

V. Disadvantaged Business Enterprise

The Rhode Island Public Transit Authority will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. RIPTA will take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Rhode Island Public Transit Authority of its failure to carry out its approved

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program the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Action of 1986 (31 U.S.C. 3801 et. Seq).

W. Addenda.

RIPTA may issue addenda containing amendments to its Bid solicitation documents. Any addendum issued less than seven (7) days prior to the receipt of Bid shall, if necessary, contain a provision postponing the date of the receipt of Bid to a date that will provide Bidders adequate time to respond to the addenda. Addenda shall be numbered sequentially.

X. Bidder's Requests and Appeals.

1. Appointments.

Bidders and suppliers may make appointments with the contact person listed in the specifications to discuss the specifications.

2. Amending Materials.

Any amending material issued by RIPTA pertaining to the Bid solicitation documents (including, without limitation: clarifications, approved equals, and corrections) shall be set forth in an addendum and sent to all parties who are on record as having obtained a copy of the Bid solicitation documents.

3. Appeal.

Should any Bidder or supplier choose to appeal RIPTA's decision, such appeal must be in writing and received by RIPTA not less than seven (7) calendar days before the date of receipt of Bid. RIPTA has no obligation to consider appeals received less than seven (7) calendar days before the date of the receipt of Bid.

4. Withdrawal.

The Bidder or supplier may withdraw its appeal at any time before RIPTA issues a final decision. There shall be no further review of the appeal after the final decision is issued.

5. Notification.

Should RIPTA postpone the date of the receipt of Bid owing to the appeal, RIPTA shall notify all parties who are on record as having obtained a copy of the Bid solicitation documents that an appeal has been filed and that the date of the receipt of Bid shall be postponed until RIPTA has issued its final decision. RIPTA shall issue appropriate amendments postponing the re-scheduling date of the receipt of Bid.

Y. Equal Employment Opportunity.

In connection with the execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, age, handicap or national origin. Such actions shall include, but not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment

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advertising, layoff, or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.

Z. **Prohibited Interest.**

No member, officer, or employee of RIPTA or of a local public body during his tenure or for one year thereafter shall have any interest, directly or indirectly, in this contract or the proceeds thereof.

AA. **Interest of Members of Congress.**

No member or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

BB. **Contract Commencement Date.**

The contract commencement date shall be the date of the signing of the Purchase Order or by Letter of Contract signed by an authorized RIPTA employee.

CC. **Notice, Waiver and Applicable Law.**

Notice given to Contractor and RIPTA shall be given to the parties in writing by certified mail at the respective addresses set forth herein. Waiver by RIPTA of a breach by Contractor of any provision of this contract shall not be deemed a waiver of future compliance therewith, and such provision as well of future provisions hereunder, shall remain in full force and effect. The rights and duties of the parties hereto shall be determined by the laws of the State of Rhode Island, and to that end this agreement shall be considered and construed as a contract made and to be performed in the State of Rhode Island.

DD. **Protest.**

1. **General.**

Protests will be accepted from prospective Bidders or Offerors whose direct economic interest would be affected by the award of a Contract or by failure to award a contract. The RIPTA Director of Purchasing will consider all protests or objections filed in a timely manner regarding the award of a contract, whether submitted before or after award. If the protest is oral and the matter cannot be otherwise resolved, written confirmation of the protest will be requested. Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. Protests must include at least the following information:

- a. Name, address and telephone number of protester.
- b. Identification of the solicitation or Contract number.
- c. A detailed statement of the legal and factual grounds of protest, including copies of relevant documents
- d. A statement as to what relief is requested.
- e. Protest should be sent to:

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Director of Procurement
RI Public Transit Authority
Room 217
705 Elmwood Avenue
Providence, RI 02907

- f. Protests must be filed with the RIPTA in accordance with our procedures and time requirements. The protest to RIPTA must be complete and contain all the issues that the protester believes relevant. RIPTA will respond to each substantive issue raised in the protest. Failure to include an issue in the protest eliminates that issue from further consideration. All protest decisions entered by RIPTA are final in accordance with FTA "Third Party Contract" Regulation.
- g. On occasion, when considered appropriate, an informal conference on the merits of the protest with all interested parties may be held.

EE. Protests Before Award

1. Solicitation Phase.

Protests concerning the solicitation must be submitted in writing five (5) working days prior to Bid opening or closing date for receipt of Bids. If the written protest is not received by the time specified, award may be made in the normal manner unless the Director of Purchasing, upon investigation, finds that remedial action is required. Oral protests not followed up by a written protest will be disregarded.

Notice of a protest and the basis therefore will be given to all potential Bidders or Offerors.

2. Pre-Award Phase.

When a protest against the making of an award is received after receipt of Bids but prior to award, the Director of Purchasing may determine to withhold the award pending disposition of the protest. The Bidders or Bidders whose Bids might become eligible for award should be requested, before expiration of the time for acceptance of their Bids, to extend the time for acceptance (with consent of sureties, if any) to avoid the need for readvertising. RIPTA will provide a written response to each material issue raised in the written protest.

Where a written protest against the making of an award is received in the time specified, award will not be made prior to five (5) working days after resolution of the protest or, if a protest has been filed with FTA during the pendency of that protest, unless RIPTA determines that:

- a. The items to be procured are urgently required;
- b. Delivery or performance will be unduly delayed by failure to make award promptly; or,

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- c. Failure to make award will otherwise cause undue harm to RIPTA or the Federal Government.

If award is made, the Director of Procurement will document the file to explain the need for an award, and will give written notice of the decision to proceed with the award to the protester and, as appropriate, to others concerned.

FF. Protests After Award.

A protest received not later than 10 (ten) working days after award shall be reviewed by the Director of Purchasing. The Contractor will, in any event, be furnished with the notice of protest and the basis therefore. When it appears likely that an award may be invalidated and a delay in receiving the supplies or services is not prejudicial to the Authority's interest, the Director of Purchasing should consider a mutual agreement with the Contractor to suspend performance on a no-cost basis.

GG. Source Selection and Contract Award

The contract shall be awarded with reasonable promptness by written notice to the responsive and responsible Bidder whose Bid will be evaluated using a best value approach. The ultimate selection of an offeror will be on the basis of overall best value to the Authority.

HH. Title VI Assurances

Contractors and subcontractors will be required to comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), and the Assurances by RIPTA pursuant thereto.

II. Energy Conservation Requirements:

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the State of Rhode Island Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

JJ. Program Fraud

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S. C. § 3801 *et. seq.* and U. S. Department of Transportation regulations. "Program Fraud Civil Remedies" 49 C.F. R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federal Transit Administration assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it make, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on

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- the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 5307 (n) (1) on the Contractor, to the extent the Federal Government deems appropriate.
 3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

KK. No Government Obligation to Third Parties:

1. The Purchaser and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

V. GENERAL PROVISIONS

A. Definitions:

As used throughout this Contract, the following terms shall have the meanings set forth below:

1. **Authority**
Authority means Rhode Island Public Transit Authority (RIPTA).
2. **Contracting Manager**
the person executing this Contract on behalf of the Authority, and his or her successor, and the term includes, except as otherwise provided in this Contract, the authorized representative of a Contracting Officer acting within the limits of his authority.
3. **Directed, Ordered, designated or prescribed**
Wherever in the scope of the work the words directed, ordered, designated, prescribed, or words of like importance are used, it shall be understood that the direction, requirement, order, designation, or prescription of the Contracting Manager is intended and similarly the words approved, acceptable,

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satisfactory, or words of like importance shall mean approved by, or acceptable to, satisfactory to the Contracting Officer, unless expressly stated.

B. Changes:

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes within the general scope of this Contract. If any such changes causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Contract, whether changed or not changed by the order, the Contracting officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

The Contractor must assert its right to an adjustment under this article within 30 days from the date of receipt of the written order. Failure to agree to any adjustment shall be a dispute under the Disputes article. However, nothing in this article shall excuse the Contractor from proceeding with the contract as changed.

C. Extras:

Except as otherwise provided in this Contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing in advance by the Contracting Officer.

D. Inspection:

All supplies, which term throughout this article includes without limitation raw materials, components, intermediate assemblies, and end products, shall be subject to inspection and test by the Authority, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity within the requirements of this Contract, the Authority shall have the right either to reject them or require their correction. If any inspection or test is made by the Authority on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Authority inspectors in the performance of their duties.

All inspections and test by the Authority shall be performed in such a manner as not to unduly delay this work. The Authority reserves the right to charge to the Contractor any additional cost of Authority inspection and test when supplies are not ready at the time such inspection and test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the Authority therefore. The inspection and test by the Authority of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the

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Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regard latent defects, fraud, or such gross mistakes as amount to fraud. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the supplies hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Authority during the performance of this Contract and for such longer period as may be specified elsewhere in this Contract.

E. Responsible:

Notwithstanding the requirements for any Authority inspection and test contained in Specifications applicable to this Contract, except where specialized inspections or tests are specified for performance solely by the Authority, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the Drawing, Specifications and Contract requirements.

F. Title and Risk of Loss

Unless this Contract specifically provides for earlier passage of title, title to supplies covered by this Contract shall pass to the Authority upon formal acceptance. Unless this Contract specifically provides otherwise, risk of loss of or damage to supplies covered by this Contract shall remain with the Contractor, until acceptance by the Authority.

Notwithstanding the above, the risk of loss of or damage to supplies which so fail to conform to the Contract as to give a right of rejection shall remain with the Contractor until cure or acceptance, at which time the above shall apply.

G. Payments

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as specified. The failure to perform may result in partial or full suspension of payment and/or process payment. The Authority's payment terms are 60 days after approval of an invoice unless otherwise negotiated.

H. Stop Work Order

The Contracting Manager may, at any time, by written order to the Contractor, require the Contractor to stop all, or part of the work called for by this Contract. Any such order shall be specifically identified as a STOP WORK ORDER issued pursuant to this article. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

I. Disputes

1. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Contracting

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Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the General Manager. The decision of the General Manager or his/her duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this article, the Contractor shall be awarded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

- 2 This **DISPUTES** article does not preclude consideration of questions of law in connection with decisions provided for in paragraph a. above. Nothing in this Contract, however, shall be construed as making the final decisions of the General Manger of his/her representative on a question of law.

J. Default

1. The Authority may, subject to the provisions of paragraph b. below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - a. If the Contractor fails to make delivery of the supplies or to satisfactorily perform the services within the time specified herein or any extension thereof; or
 - b. If the Contractor fails to perform any of the other provisions of this Contractor, or so fails to make its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period of as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure
2. Default without the fault or negligence of the Contractor. Such causes may include, but are restricted to, acts of God or of the public enemy, acts of the Government in its sovereign capacity or the Authority in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
3. If the Contractor fails to deliver the supplies or satisfactorily perform the services within the time specified in this Contract, or any extension thereof, the actual damage to the Authority for the delay will be difficult or impossible to determine. Therefore in lieu

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of actual damages, the Contractor shall pay to the Authority as fixed, agreed and liquidated damages for each calendar day of delay, the amount set forth elsewhere in this Contract. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor, and in such event, subject to this DISPUTES article, the Contracting Officer shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in his judgment the findings of fact justify an extension.

4. The rights and remedies of the Authority provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

K. Termination for Convenience of the Authority

The performance of work under this Contract may be terminated by the Authority in accordance with this article in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Authority. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form and with certification prescribed by the Contracting Officer. Such claims shall be submitted promptly by in no event later than one year from the effective date of termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the contracting agency's procedures in effect as of the date of execution of this Contract, determine, on the basis of information available to him, the amount, if any, due the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

In the event of the failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid the Contractor by reason of the termination of work pursuant to this article, the Contracting Officer shall, subject to any review by the contracting agency's procedures in effect as of the date of execution of this Contract, determine, on the basis of information available to him, the amount if any, due the Contractor by reason of the termination.

Costs claimed, agreed to, or determined pursuant to this paragraph shall be in accordance with the applicable with the applicable contract cost principles and procedures of the Federal Acquisition Regulations (48 CFR 31.1) in effect on the date of this Contract. The Contractor shall have the right to appeal, under the DISPUTES article of this Contract from any determination made by the Contracting Officer, except that, if the Contractor has failed to submit his claim within the time provided above and has failed to request extension of such time, he shall have no such

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right of appeal. Unless otherwise provided for in this Contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the Authority at all reasonable times at the office of the Contractor but without direct charge to the Authority, all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs, micro photographs, or other authentic reproductions thereof.

L. Federal, State and Local Taxes

Except as may be otherwise provided in this Contract, the Contract price includes all applicable Federal, State, and Local taxes and duties. The Authority upon the request of the Contractor shall, without further liability, furnish evidence appropriate to establish exemption from any Federal, State, or Local tax.

M. Walsh-Healey Public Contracts Act

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed \$10,000 and is otherwise subject to the Walsh-Healey Public Contract Act, as amended (41 U.S.C. 34-35), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations of the Secretary of Labor which are now or may hereafter be in effect.

N. Officials Not to Benefit

No member, officer, or employee of the Authority during his tenure or one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

O. Covenant against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Authority shall have the right to annul this Contract without liability or in its discretion, to full amount of such commission, percentage, brokerage, or contingent fee.

P. Notice to the Authority of Labor Disputes

Whenever the Contractor has knowledge that any or potential labor disputes is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer. The Contractor agrees to insert the substance of this clause, in any subcontract hereunder as to which a labor dispute may delay the timely performance of this Contract; except that each such subcontract shall

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provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify his next higher tier subcontractor, or the Contractor, as the case may be, of all relevant information with respect to such dispute.

Q. Patent Indemnity

1. If the amount of this Contract is in excess of \$10,000, the Contractor shall indemnify the Authority and its officers, agents, and employees against liability, including costs, for infringement of any United States letters patent arising out of the manufacture or delivery of supplies under this Contract.
2. In addition, if specifically requested by the Contracting Officer prior to execution of the Contract, a copy of the current license agreement and identification of applicable claims of specific patents shall be furnished.

R. Use of Trade Names

Any trade names used in this document are merely used for a point of reference. The Authority will consider submission of approved equals on any or all products specified. Use of trade names by the Authority bears no actual or implicit approval for the violation of any current or pending patents or copyrights.

S. Rights in Technical Data

1. The Authority shall have the right to use, duplicate or disclose technical data, which includes computer software, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so:
 - a. Any manuals, instructional materials prepared for installation, operation, maintenance or training purposes;
 - b. Technical data pertaining to end items, components or processes which were prepared for the purpose of identifying sources, size, configuration, mating and attachment characteristics, functional characteristics and performance requirements ("for, fit and function: data; e/g/ specification control drawing, catalog sheets, outline drawing; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software);
 - c. Other technical data which has been, or is normally furnished without restriction by the Contractor or subcontractor;
 - d. Other specifically described technical data, which the parties have agreed will be furnished without restriction.
2. The Authority shall have the right to use, duplicate, or disclose technical data other than that defined in paragraph a. in whole or in part, with the express limitation that such technical data shall not, without the written permission of the party furnishing such technical data, be

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- a. released or disclosed in part by the Authority for manufacture, or
 - b. used in whole or in part by the Authority for manufacture, or
 - c. used by a party other than the Authority except for emergency repair or overhaul work only, by or for the Authority where the item or process concerned is not otherwise reasonably available to enable timely performance of the work; provided, that the release or disclosure thereof outside the Authority shall be made subject to a prohibition against further use, release or disclosure.
3. Technical data provided in accordance with the provisions of paragraph b. shall be identified by a legend, which suitably recites the aforesaid limitation. Nothing herein shall impair the right of the Authority to use similar or identical data acquired from other sources.
4. The term technical data as used in this article means technical writing, computer software, sound recording, pictorial reproductions, drawings, or other representations and works of a technical nature, whether or not copyrighted, which are specified to be delivered pursuant to this Contract. The term does not include financial reports, cost analysis, and other information incidental to Contract administration. Computer software as used in this article means computer programs, computer databases, and documentation.
5. Material covered by copyright:
- a. The Contractor agrees to and does hereby grant to the Authority, and to its officers, agents and employees acting within the scope of their official duties, a royalty-free, nonexclusive and irrevocable license throughout the world for Authority purposes to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all technical data now or hereafter covered by copyright.
 - b. No such copyright matter shall be included in technical data furnished hereunder without the written permission of the copyright owner for the Authority (or higher-tier contractor) promptly and in reasonable written detail each notice or claim of copyright infringement received by the Contractor with respect to any technical data delivered hereunder.
6. Relation to patents: Nothing contained in this article shall imply a license to the Authority under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Authority under any patent.
7. Any dispute under this article shall be subject to the Disputes article of this contract

T. Audit and Inspection of Records

The Contractor shall maintain records, and the Contracting Officer, the State of Rhode Island, the U.S. Department of Transportation, and the

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Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such contractor, involving transactions related to the Contract, for the purpose of making audit, examination, excerpts and transactions.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Contracting Officer, the State of Rhode Island, the U.S. Department of Transportation and the Comptroller General of the United States or any of their Duly authorized representatives shall, until the expiration of three years after final payment under the Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontract, for the purpose of making audit, examination, excerpts and transcription.

U. Gratuities

In connection with performance of work required under this Contract, or any changes or modifications relative thereto, the giving of or offering to give gratuities (in the form of entertainment, gifts or otherwise) by the Contractor, or any agent, representative or other person deemed to be acting on behalf of the Contractor, or any supplier or subcontractor furnishing material to or performing work under this Contract, or agent, representative or other person deemed to be acting on behalf of such supplier or subcontractor, to any Director, Officer or employee of the Authority; or to any Director, employee or agent of any of the Authority's agents, consultants, representatives or other persons deemed to be acting for or on behalf of the Authority with a view toward securing a contract or securing favorable treatment with respect to the awarding to the awarding or amending, or the making of any determinations with respect to the performing of such contract is expressly forbidden. The terms of this GRATUITIES article shall be strictly construed and enforced in the event of violations hereto.

V. Limitation on Withholding Payments

If more than one article or schedule provision of this Contract authorized the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts so withheld at any one time shall not exceed the greatest amount which may be withheld under any one such article or schedule provision at that time; provided, that this limitation shall not apply to:

1. Withholdings pursuant to any clause relating to wages or hours of employees;
2. Withholdings not specifically provided for by this Contract; and
3. The recovery of overpayment.

W. New Material

The Contractor represents that the supplies and components to be provided under this Contract are new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety).

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X. **Order of Precedence**

In the event of an inconsistency in the Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. The Bid Schedule;
2. Special Conditions;
3. General Provisions;
4. The other provisions of the Contract, whether incorporated by reference or otherwise;
5. The Specifications; and
6. Drawings.

Y. **Correction of Deficiencies**

1. **Definitions:**

As used in this article:

- a. Deficiency means any condition or characteristics in any supplies (which term shall include related technical data) or services furnished hereunder, which is not in compliance with the requirements of this Contract.
- b. Correction means any and all actions necessary to eliminate any and all deficiencies.
- c. Supplies mean the end item(s) furnished by the Contractor and related services required under this Contract.

2. **General:**

- a. The rights and remedies of the Authority shall not be affected in any way by any other provisions under this Contract concerning the conclusiveness of inspection and acceptance.
- b. The Contractor shall not be responsible under this article for the correction of deficiencies caused by the Authority. These shall be no extension in time for performance; no increase in contract price for the correction of deficiencies that are the responsibility of the Contractor, his suppliers, and/or subcontractors.

3. **Deficiencies in accepted supplies or services:**

If the Contracting Officer determines that a deficiency exists in any of the supplies or services accepted by the Authority under this Contract, he shall promptly notify the Contractor of the deficiency, in writing, within 30 days. Upon timely notification of the existence of such a deficiency, or if the Contractor independently discovers a deficiency in accepted supplies or services, the Contractor shall promptly submit to the Contracting Officer his recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

4. **Correction of Deficiencies by Contractor:**

The Contractor shall promptly comply with any timely written direction by the Contracting Officer to correct or partially correct a deficiency, at no increase in the Contract price. The Contractor

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shall also prepare and furnish to the Authority data and reports applicable to any correction required under this article (including revision and updating of all other affected data called for under this Contract) at no increase in the Contract price.

5. **Deficiencies in supplies or services not yet accepted:**

If the Contractor becomes aware at any time before acceptance by the Authority (whether before or after tender to the Authority) that a deficiency exists in any supplies or services, he shall promptly correct the deficiency or, if he elects to invoke the procedures in paragraph c. above he shall promptly communicate information concerning the deficiency to the Contracting Officer, in writing, together with his detailed recommendation for corrective action.

6. **Extensions or Delays**

In no event shall the Authority be responsible for extension or delays in the scheduled deliveries or periods of performance under this Contract as a result of the Contractor's obligations to correct deficiencies, nor shall there be any adjustment of delivery schedule or period of performance as a result of corrections of deficiencies, except as may be agreed to by the Authority in a supplemental agreement with adequate consideration.

7. **Contract Price**

It is hereby specifically recognized and agreed by the parties hereto that this article shall not be construed as obligating the Authority to increase the Contract price of this Contract.

8. **Failure to correct:**

If the Contractor fails or refuses to promptly rectify the deficiency the Contracting Officer shall give the Contractor written notice specifying the failure or refusal and setting a period after receipt of the notice within which it must be cured. If the failure or refusal is not cured within the specified period, the Contracting Officer may, by contract or otherwise, as required:

- a. Obtain detailed recommendations for corrective action;
- b. Correct the supplies or services, or
- c. Replace the supplies or services; and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Authority is entitled to reimbursement from the Contractor or from the proceeds for the reasonable expenses of case and disposition, as well as for excess costs incurred or to be incurred; and
- d. Obtain applicable data and reports; and charge to the Contractor the cost occasioned the Authority thereby.
- e. Impose Liquidated Damages in accordance the terms of this document
- f. Terminate the contract. Termination of contract by RIPTA does not relieve the contractor of any liquidated damages imposed by the Authority.

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Z. **Assignment**

1. The Contractor shall not transfer the rights and obligations of the Contract to third parties without the prior written approval of the Authority's Contracting Officer. After review of facts and circumstances without exception the assignment shall not be approved unless the surety, in writing, agrees to that assignment and accepts the assignee as the Contractor and principal on the payment and/or performance bonds.
2. If this Contract provides for payments aggregating \$1,000 or more, claims for monies due or to become due the Contractor from the Authority under this Contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, any may thereafter by further assigned and reassigned to any institution. (Notice of such assignment shall be made to the Authority.) Any such assignment or reassignment shall cover all amounts payable under this Contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. It is the Authority's intent to recognize only bona fide lending institutions, therefore, assignment to any private corporation, business or individual, which does not qualify as such, is specifically prohibited.
3. Any attempt to transfer by assignment not authorized by this article shall constitute a breach of the Contract and the Authority may for such cause terminate the right of the Contractor to proceed as provided in the DEFAULT article of these General Provisions, and the Contractor and his sureties shall be liable to the Authority for any excess costs incurred by the Authority.
4. The Rhode Island Public Transit Authority may assign some or all of its rights to purchase the items specified in this contract to one or more third parties, provided, however, that any such assignment shall not relieve RIPTA of its obligations under this contract unless otherwise agreed to by Contractor in writing.

AA. **Certificates of Current Cost or Pricing Data**

The Contractor shall provide a Certificate of Current Cost or Pricing Data as required in Subpart 15.804 of the Federal Acquisition Regulations (48 CFR 15.804) in support of any negotiated contract expected to exceed \$100,000 any modification to a formally advertised or negotiated contract on which the aggregate of the increase and decrease in cost are expected to exceed \$100,000; the Contracting Officer at his discretion may request cost or pricing data for modifications on which cost are \$100,000 or less and an attendant certificate of current cost or pricing data.

BB. **Cargo Preference**
Use of United States Flag Vessels

Pursuant to Pub. L 664 (56 U.S.C. 1241 (b)):
"Cargo Preference-Use of United States-Flag Vessels
The Contractor agrees

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1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the Grantee (through the prime Contractor in the care of subcontractor bills-of lading) and to the Division of National Cargo, Officer of Market Development, Maritime Administration, Washington, D.C. 20230, marked with appropriate identification of the Project.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

CC. Buy America Act

The Contractor agrees to comply with 49 U.S.C. §533(j), and its implementing regulations at 49 C.F.R. Part 661, any amendments thereto, and any implementing guidelines issued by FTA.

DD. Equal Opportunity

1. Race, Color, Creed, National Origin, Sex.

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders regulations, and Federal polices that may in the future affect construction activities undertaken in the course of the Project. The contract agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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2. Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29, U.S.C. § 623 and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

EE. Nondiscrimination under Federal Grants

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

FF. Rights in Data and Copyrights-FTA (June 1996)

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Example include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Project administration.

When the Federal Transit Administration (FTA) provides financial assistance for a planning, research, development, or a demonstration project, it is FTA's general intention to increase mass transportation knowledge, rather than limit the benefits of the Project to participants in the Project. Therefore, unless FTA determines otherwise, the Contractor agrees that FTA may make available to any FTA recipient, subrecipient,

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third party contractor, or third party subcontractor, either FTA's license in the copyright to the subject data derived under this contract or a copy of the subject data as defined in subsection a. of this clause and shall be delivered as the Government may direct. Unless prohibited by state law, the Contractor agrees to indemnify, save, and hold harmless RIPTA and the Government, their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Contract. The Contractor shall not be required to indemnify RIPTA and the Government for any such liability arising out of the wrongful acts of employees or agents of RIPTA and the Government.

GG. Davis-Bacon Act

40 USC &167; 276a -276a-5 (1998) 29 CFR § 5 (1999)

1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work

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- is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- b. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- i. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - ii. The classification is utilized in the area by the construction industry; and
 - iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - iv. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- c. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify

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- the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
 - f. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - g. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
 - h. The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - ii. The classification is utilized in the area by the construction industry; and
 - iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - i. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise

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the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- j. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- k. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

2. **Withholding**

The Rhode Island Public Transit Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the Rhode Island Public Transit Authority may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. **Payrolls and basic records**

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address,

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and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b.
 - i. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Rhode Island Public Transit Authority for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
 - ii. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the

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contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- d. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

- a. Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a

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State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- b. Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable

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wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. **Compliance with Copeland Act requirements**

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. **Subcontracts**

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. **Contract termination; debarment**

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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9. **Disputes concerning labor standards**
Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

HH. Contract Work Hours and Safety Standards Act

40 U.S.C. 327-333 (1995) 29C.F.R. 5 (1995) 29 C.F.R. 1926 (1995)

1. **Overtime requirements**
No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such to work in excess of forty hours in such workweek unless such laborers or mechanics receive compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability unpaid wages; liquidated damages**
In the event of any violation of the clauses set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clauses set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clauses set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages; liquidated damages**
The Rhode Island Public Transit Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the

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contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clauses set forth in paragraph (2) of this section.

4. **Subcontracts**

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section. (Section 102 nonconstruction contracts should also have the following provision:)

5. **Payrolls and basic records**

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the names, address, and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Beacon Act), daily and weekly number of hours worked, deductions. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic included the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Beacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

6. **Contract Work Hours and Safety Standards Act**

The contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

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7. Subcontracts

The Contractor also agrees to include the requirements of the section in each. The term “subcontract” under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a “subcontractor” under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials, which will become an integral part of the construction is a “subcontractor” if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may said to be construction activity. If goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a “subcontractor.” The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

II. Seismic Safety Requirements

42 U.S.C. 7701 et seq. 49 CFR Part 41

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

JJ. Energy Conservation Requirements

42 U.S.C. 6321 et seq. 49 CFR Part 18

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

KK. Clean Air

42 U.S.C. 7401 et Seq 40 CFR 15.61 49 CFR Part 18

1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et Seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

LL. Clean Water

- 1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et Seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- 2 The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

MM. Recovered Materials

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

NN. Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

OO. National Intelligent Transportation Systems Architecture and Standards

The Contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. § 502 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 *et seq.*, January 8, 2001, and other Federal requirements that may be issued

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PP. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (9) dated October, 2002) between Purchaser and FTA , as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

QQ. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests, which would cause (name of grantee) to be in violation of the FTA terms and conditions.

RR. Force Majeure

Neither Party shall be liable to the other Party for failure of or delay in performance of any obligation under this Agreement, directly or indirectly, owing to war, acts of terrorism, acts of God, embargoes, riots, strike and other events beyond its reasonable control, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. In the event that such failure or delay occurs, the affected Party shall notify the other Party of the occurrence thereof as soon as possible and the Parties shall discuss the best way to resolve the event of force majeure.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement. “

SS. Governing Law

The Contract shall be interpreted under and its performance governed by the laws of the State of Rhode Island.”

TT. Indemnification

Bidders shall indemnify and hold harmless, the State of Rhode Island, all departments and division thereof and the Rhode Island Public Transit Authority from all liability, and said indemnification shall cover and include

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any and all aspects of liability arising from any lawsuit pertaining to the execution of this contract.

UU. Policy Concerning Federal and Stated False Claim Laws

As required by 42 U.S.C. §1396a(a)(68), the Rhode Island Public Transit Authority ("RIPTA") publishes the following information to all employees, contractors and agents about federal and state False Claims laws and RIPTA's policies to detect and prevent fraud, waste and abuse.

1. Prohibitions Against False Claims Federal False Claims Act

The federal False Claims Act, among other things, applies to the submission of claims for payment by Medicare, Medicaid and other federal and state programs. The False Claims Act is the federal government's primary civil remedy for improper or fraudulent claims. It applies to all federal programs, including welfare and health care benefits.

2. Prohibitions of the Federal False Claims Act

The False Claims Act prohibits, among other things:

- a knowingly presenting or causing to be presented to the federal government a false or fraudulent claim for payment or approval;
- b knowingly making or using, or causing to be made or used, a false record or statement in order to have a false or fraudulent claim paid or approved by the government;
- c conspiring to defraud the government by getting a false or fraudulent claim allowed or paid; and
- d knowingly making or using, or causing to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the government.

"Knowingly" means that a person, with respect to information: (1) has actual knowledge of the information; (2) acts in deliberate ignorance of the truth or falsity of the information; or (3) acts in reckless disregard of the truth or falsity of the information, and no proof of specific intent to defraud is required.

3. Enforcement

The United States Attorney General may bring civil actions for violations of the False Claims Act. As with most other civil actions, the government must establish its case by presenting only a preponderance of the evidence rather than by meeting the higher burden of proof that applies in criminal cases.

The False Claims Act allows private individuals to bring "qui tam" actions for violations of the Act.

VV. American with Disabilities Act

All products, equipment or construction provided in accordance with this contract shall comply with the current version of the Americans with Disabilities Act of 1990 - 42 U.S.C. 12101, et seq. at the time of the solicitation.

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WW. Expense Reimbursement Professional Services Contracts

The following methods of Reimbursement of Expenses directly related to the performance of this contract shall be utilized. Any expenses incurred must be approved by the RIPTA Project Manager in writing before they occur. The vendor is responsible to submit sufficient documentation to allow the Authority to verify the expenses.

1. Automobile mileage

Travel mileage will be reimbursed at the rate approved by the Internal Revenue Service at the time the travel is incurred.

2. Per Diem Expenses

Meals will be reimbursed at the rates established by the General Services administration for the City of Providence or Newport, which is applicable to the RIPTA Project. The applicable Per Diem rates can be found at the following website: www.gsa.gov. A copy of the print out of the GSA website documenting the applicable per diem rate must be attached to the invoice.

3. Lodging

Lodging will be reimbursed at the rates established by the General Services administration for the City of Providence or Newport, which is applicable to the RIPTA Project. The applicable Per Diem rates can be found at the following website: www.gsa.gov. A copy of the print out of the GSA website documenting the applicable per diem rate must be attached to the invoice

4. Miscellaneous Expenses

Materials used in conjunctions with this contract shall be provided at cost plus the following (applicable) fee for Overhead, Pickup and Delivery. No additional charges will be acceptable

<u>Material Cost</u>	<u>Overhead Fee</u>
\$0-500	No Fee
\$501-750	\$75.00
\$751-1000	\$100.00
\$1001-1500	\$125.00
\$1501-\$2500	\$180.00
\$2501-5000	\$300.00
\$5001-7500	\$450.00
Over 7501.	\$525.00

Copies of Receipts must be submitted to verify Miscellaneous Expenses.

5. Estimated Expenses

Proposers are required to submit an accurate list of projected expenses that may be necessary to properly execute the Scope of Services of this Contract. This must be submitted with the Proposal submittal.

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VI. REQUEST FOR APPROVED EQUAL FORM

**This form must be submitted electronically IN MICROSOFT WORD
FORMAT TO RIPTA CONTRACTS MANAGER**

REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: _____

Ref: IFB NO. 14-05

Project No. _____

To: Rhode Island Public Transit Authority

From: _____

Page & Reference: _____

Request Description

Use Additional Sheet If More Space Is Required

Accepted: _____

Rejected: _____

See Addendum # _____

Explanation: _____

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VII. REQUIRED BID SUBMISSIONS

The following items marked with an "X" must be submitted with Response
Failure to submit forms may result in Bid being deemed non-responsive

Required Company Information Form	<u> X </u>
<u>Must be completed by Prime and All Subcontractors</u>	
Solicitation	<u> X </u>
Offer	<u> X </u>
Statement of Eligibility	<u> X </u>
Affidavit of Non-Collusion	<u> X </u>
Certification of Restrictions on Lobbying	<u> X </u>
Buy America Certificate FORM MUST BE SUBMITTED WITH BID, IF CHECKED, OR BID WILL BE CONSIDERED NON RESPONSIVE	<u> </u>
Disadvantaged Business Enterprise	<u> X </u>
General Contract Compliance Certificate Agreement (EEO)	<u> X </u>
Certification of Primary Participant Debarment	<u> X </u>
Certification of a Subcontractor (Debarment)	<u> X </u>
Each Subcontractor and potential subcontractor must fill in and sign.	
Non-Resident Contractor (if applicable)	<u> X </u>
<u>Davis Bacon Act Compliance</u>	<u> X </u>
Applicable Type: () Building (X) Highway	
Wage Determination Number: <u>RI130001 09/20/2013 MOD 17</u>	
Drug & Alcohol Testing	<u> </u>
Bid Guarantee (Surety)	<u> X </u>

The following items marked with an "X" must be submitted AFTER AWARD of the Contract

Performance and Payment Bonds	<u> X </u>
Certificate of Insurance- (as required in Section XX and the Scope of Work)	<u> X </u>

NOTE:
ITEMS WITHOUT AN "X" AND THEIR RESPECTIVE TERMS AND CONDITIONS ARE NOT REQUIRED IN THIS BID

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VIII. SOLICITATION FORM

COMPANY NAME _____

BID NO. OR PROJECT NO. 14-05

DESCRIPTION Kennedy Plaza Asphalt Repair

A. BID REQUIREMENTS

Sealed Bids in original and Two copy(ies) will be received at the offices of the Rhode Island Public Transit Authority, 705 Elmwood Avenue Providence, Rhode Island 02907, at the Bid date and hour set forth on the Invitation for Bid or anytime prior to the date and hour. Late Bids will not be accepted.

B. CONTRACT DOCUMENTS

By executing the offer form enclosed herewith, the Bidder agrees to provide all services set forth on the specifications attached hereto upon the terms and conditions set forth in paragraphs A, B, C and D.

C. PAYMENT SCHEDULE

Payment will not be made until receipt and installation of merchandise is accepted by the Transit Authority.

D. COST FOR SERVICE

Please complete necessary cost information as outlined in the Bid Scope of Work.

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IX. OFFER FORM

Bidder understands that any condition other than stated in the specifications, clarification made to the above, or information submitted on or with this form, other than that requested, may render the Bid non-responsive.

By execution below, Bidder hereby offers to furnish services in accordance with the contract documents that are a part of the specifications, and agrees to fully comply with the contract documents.

BID NO 14-05

BIDDER _____

EMPLOYER IDENTIFICATION NO. _____

NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

TYPE OF BUSINESS ENTITY: (Please check one)

Sole Proprietor _____

Partnership _____

Corporation _____

BIDDER'S CONTRACTING OFFICER

Name (*Please Print*)

Authorized Signature

Title

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X. STATEMENT OF ELIGIBILITY FORM

The _____ hereby certifies that he/she
(Name of Bidder)

is/is not (underscore one) included on the Comptroller General's Lists of Persons or Firms Currently Barred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

Name of Firm

Address

City, State, Zip

Signature of Authorized Person

Date Authorized

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XI. AFFIDAVIT OF NON-COLLUSION FORM

I hereby swear (or affirm) under penalty for perjury:

1. that I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Bidder is a corporation).
2. that the attached Bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, services described in Invitation for Bids, designed to limit independent bidding or competition.
3. that the contents of the Bid has not been communicated by the Bidder or its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid, and will not be communicated to any such person prior to the official opening of the Bid; and
4. that I have fully informed myself regarding the accuracy of the statement made on this affidavit.

Name

Address

City, State, Zip

Signature of Authorized Official

Date Authorized

Subscribed and sworn before me this _____ day of _____, 20____

Notary Public

My commission expires _____

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XII. CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

I, _____, hereby certify on
(Name/title of Bidder Authorized Official)

behalf of: _____ that:
(Name of Bidder)

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a member of Congress in connection with this Federal contract, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20_____.

By _____
(Signature of Authorized Official)

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XIII. BUY AMERICA CERTIFICATION REQUIREMENTS ! **FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

49 U.S.C. 5323(j) and 49 CFR 661 provide that no Federal funds may not be obligated for mass transportation projects unless steel and manufactured products used in these projects are produced in the United States.

If steel or manufactured products are being procured, the appropriate certificate as set forth below shall be completed and submitted by each Bidder.

Certificate of Compliance-The Bidder hereby certifies that it will comply with the requirements of 49 U.S.C. 5323 (j)(1) and the Applicable regulations on 49 CFR Part 661.

COMPANY NAME _____

SIGNATURE _____

TITLE _____

DATE _____

Certification of Non-Compliance-The Bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323 (j)(1).

COMPANY NAME _____

SIGNATURE _____

TITLE _____

DATE _____

FORM MUST BE SIGNED AND SUBMITTED WITH BID OR BID WILL BE CONSIDERED TO BE NON-RESPONSIVE.

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XIV. BUY AMERICA CERTIFICATION REQUIREMENTS II
OF PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND
ASSOCIATED EQUIPMENT

49 U.S.C. 5323 (j) and 49 CFR 661 provide that no Federal funds be obligated for procurement of buses, other rolling stock and associated equipment unless the following conditions are met:

1. The cost of components which are produced in the United States is more than 60 per centum (60%) of the cost of all components of the vehicle or equipment described in this paragraph; and
2. Final assembly of the vehicle or equipment described in this paragraph has taken place in the United States.

If buses or other rolling stock (including train control, communication and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each Bidder in accordance with the requirements.

Certificate of Compliance-The Bidder hereby certifies that it **will comply** with the requirements of the 49 U.S.C. 5323 (j)(2)(c) and CFR Part 661.

COMPANY NAME _____

SIGNATURE _____

TITLE _____

DATE _____

Certificate of non-Compliance-The Bidder hereby certifies that it **cannot comply** with the requirements of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements.

COMPANY NAME _____

SIGNATURE _____

TITLE _____

DATE _____

FORM MUST BE SIGNED AND SUBMITTED WITH BID OR BID WILL BE
CONSIDERED TO BE NON-RESPONSIVE.

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XV. BUY AMERICA PRE-AWARD AND POST-DELIVERY AUDITS:

A. Prior to Contract award,

The apparent successful offeror shall provide to the Authority's auditors the cost of the components and subcomponents to be used in the manufacturing of the rolling stock, their country of origin, the location of final assembly, the activities that will take place at the location and pertinent supporting documentation for the purpose of RIPTA performing the cited Pre-Award Audit of Buy-America requirements.

B. After delivery and acceptance of the vehicles,

The Contractor shall provide to the Authority's auditors the cost of the components and subcomponents used in the manufacture of the rolling stock, their country of origin, the location of final assembly, the activities that took place at the location and pertinent supporting documentation to enable RIPTA to perform the cited Post-Delivery Audit of Buy America Requirements.

C. Authority Review

The contractor shall facilitate the reviews by the Authority's auditors by providing the supporting documentation for the above information in a timely fashion.

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XVI. DISADVANTAGED BUSINESS ENTERPRISES PROGRAM

Bidders are strongly encouraged to have Disadvantage Business Enterprise Participation/Small Business, regardless of the DBE Goal in this Bid.

Disadvantaged Business Enterprise (DBE) Special Provisions

A firm's DBE Participation and/or demonstration of a "Good Faith Effort" will be considered when reviewing submittals for responsiveness. This will be considered when evaluating Bid Responses

A. Policy

1. It is the policy of Department of Transportation (DOT) that the DBE requirements in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26, as amended apply to this agreement.
2. DBE Obligation – RIPTA or its contractor agrees to ensure that DBE's as designed in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, RIPTA or its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBE's have the maximum opportunity to compete for and perform contracts. RIPTA and its contractors shall not discriminate on the basis of race, color, religion, national origin, age or sex in the award and performance of DOT assisted contracts.
3. Contractor Obligation – Contractors and subcontractors failing to carry out the requirement set forth in 1 and 2 above, shall constitute a breach of contract and, after the notification to the Department (DOT), may result in termination of the agreement or contract by RIPTA or such remedy as RIPTA deems appropriate.

B. DBE Utilization

1. **DBE Utilization**
The Contractor agrees to provide for full and fair utilization of Disadvantaged Business Enterprises (DBEs) by complying with the requirements of this clause. Included in these requirements is the achievement of the stated goal for the utilization of DBEs in the performance of work under this contract. Nothing in this clause shall be construed to require the utilization of any DBEs, which is either not qualified or unavailable. . **All DBEs submitted must be certified by the State of Rhode Island at the time of Bid submittal. A copy of the DBE Certification Letter from the State of Rhode Island Office of Civil Rights must accompany the Bid submittal**

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2. **Utilization Goal**

For the purpose of this contract, the goal for utilization of DBEs shall be as follows: 20 DBE percent of the Contract Dollar Amount.

C. Definitions.

The terms used in these special provisions shall be defined as follows:

1. **Joint Venture**

an association of two or more persons to carry out a single business enterprise for profit, for which purpose they combine their property, money, efforts, skills and knowledge.

2. **Disadvantaged Business**

means a small business concern in which is, at least, 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically, disadvantaged individuals who own it.

3. **Small Business Concern**

a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

4. **Socially and Economically Disadvantaged Individuals**

means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans and any other minorities of individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8 (a) of the Small Business Act, RIPTA shall make a rebuttal presumption the individuals in the following groups are socially and economically disadvantaged. RIPTA may also determine, on a case-by-case basis, that individuals who are not a member of one of the following groups are socially and economically disadvantaged:

- a. **Black Americans**, which includes persons having origins in any of the Black racial groups of Africa;
- b. **Hispanic Americans**, which includes persons of Mexican, Puerto Rican, Cuban, Central or South America, or other Spanish culture or Portuguese culture, regardless of race;
- c. **Native Americans**, which includes persons who are American Indian, Eskimo, Aleuts, or Native Hawaiians;
- d. **Asian-Pacific Americans**, which includes persons whose origins are Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas; and
- e. **Asian-Indian Americans**, which includes persons whose origins are from India, Pakistan, and Bangladesh.
- f. **Disadvantaged Business Enterprise (DBE) Liaison Officer** – the individual designated by the Authority to monitor compliance with these Special Provisions and to assist in their implementation.
- g. **Bidder** – any individual, partnership, joint venture, corporation or firm submitting a Bid for the contract.

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5. Recognition of DBE Commitment

Each Bidder shall recognize RIPTA's commitment to insure that DBE's be afforded full opportunity to participate in contracts awarded by RIPTA and will not be discriminated against on the grounds of race, religion, color, national origin, handicap, age or sex.

6. Submissions

all Bidders shall submit the following information with the Bid by using the Schedule of DBE Participation (Attachment A);

1. The Name and address of each DBE firm that will participate in the contract;
2. A description of the work each named DBE firm will perform; and
3. The dollar amount of participation by each named DBE firm.

The Authority encourages firms located in the United States that are currently certified as DBEs and SBAs by Federal, State and Local agencies to apply for certification in the State of Rhode Island.

If a minority business would like to be certified by the State of Rhode Island contact: Mr. Charles Newton, Department of Administration, 1 Capital Hill, Providence, Rhode Island, 02908, Telephone (401) 222-6253.

If the apparent successful competitor's submission does not satisfy the goal, RIPTA shall determine whether the apparent successful competitor has made good faith efforts to obtain DBE participation in accordance with the guidelines stated in Paragraph F, Sub-paragraph 1, below.

Unsuccessful efforts in gaining DBE participation must be documented on the "DBE Unavailability Certification" attached hereto as Attachment D. Meeting the DBE contract goals or making good faith efforts to meet the goals is a condition of receiving a Federal Transit Administration assisted contract for which contract goals have been established by RIPTA.

The legitimacy of each DBE or disadvantaged-majority joint venture shall be determined by RIPTA, based on the information submitted in the affidavits attached hereto as Attachments C and D. RIPTA will require all prime contractors to make good faith efforts to replace a DBE subcontractor that is unable to perform successfully with another DBE. RIPTA shall approve all substitutions of subcontractors **before** award of contract and **during** contract performance, in order that substitute firms are eligible DBE's.

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7. Procedure Prior to Contact Award

a. **Guidance Concerning Good Faith Efforts to Meet DBE Contract Goals.**

RIPTA may decide that a competitor that has failed to meet DBE contract goals may receive the contract upon determining that the efforts the competitor made to obtain DBE participation were “good faith efforts” to meet the goal. RIPTA shall not consider efforts that are merely pro forma to be good faith efforts to meet the goals, even if they are sincerely motivated, if, given all relevant circumstances, they could not reasonably be expected to produce a level of DBE participation sufficient to meet the goals. In order to award a contract to a competitor that has failed to meet DBE contract goals, RIPTA must determine that the competitor’s efforts were those that, given all relevant circumstances, a competitor, actively and aggressively seeking to meet the goals would make.

Following is a list of the kinds of efforts RIPTA may consider. The list is not exclusive or exhaustive and in appropriate cases RIPTA shall consider other relevant factors or types of efforts. RIPTA shall consider not only the different kinds of efforts the contractor has made, but also the quantity and intensity of those efforts. All information must be in writing and copies of all ads, written notices, follow-up letters and/or all other correspondence must be presented whenever a waiver is asked for.

RIPTA will consider the following efforts:

- i. whether the contractor attended any pre-solicitation or pre-Bid meetings that were scheduled by RIPTA to inform DBEs of contracting opportunities;
- ii. whether the contractor advertised in general circulation, trade association, and disadvantaged focus media concerning the sub-contracting opportunities;
- iii. whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited in sufficient time to allow the DBEs to participate effectively;
- iv. whether the contractor followed up initial solicitation of interest by contracting DBEs to determine with certainty whether the DBEs were interested;
- v. whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation;
- vi. whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;

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- vii. whether the contractor negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
- viii. whether the contractor made efforts to assist interested DBEs in obtaining bonding lines of credit, or insurance required by RIPTA or contractor; and
- ix. whether the contractor effectively used the services of available disadvantaged community organizations, disadvantaged contractor's groups, Local, State and Federal disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and place of DBEs.

8. Bid, Execution & Compliance with Subcontracts

Prior to the execution of a contract between RIPTA and the successful Bidder, the Bidder shall present, for RIPTA's approval, DBE subcontracts corresponding in all respects to the proposed agreements. Upon approval by RIPTA, the successful Bidder shall enter into each such approved DBE sub-contract and shall thereafter neither terminate such DBE nor reduce the scope of the work to be performed by, or decrease the price to be paid to, the DBE and the disadvantaged non-disadvantaged joint venture thereunder without in each instance the prior written approval of RIPTA.

9. Substitution of Subcontractors

RIPTA shall review for its approval all substitutions of subcontractors in order to determine if the percentage goal will be decreased by substitution of a disadvantaged contract/supplier with a non-disadvantaged contractor/supplier.

Where RIPTA has approved termination of a sub-contract held by an DBE or disadvantaged non-disadvantaged joint venture, the successful Bidder shall make every reasonable effort to propose and enter into an alternative sub-contract or subcontracts for the same work to be performed by another qualified DBE for a contract price or prices totaling not less than the contract price of the terminated sub-contract. Satisfactory evidence of reasonable efforts shall be timely furnished by RIPTA.

10. Program Compliance

At all times, discrimination on the basis of race, color, religion, national origin, handicap, age or sex will not be tolerated. RIPTA will monitor the schedule for participation by disadvantaged contractors in an effort to isolate those prime contractors who do not adhere to the non-discriminatory policies of RIPTA. If such contractor fails to respond to counseling with respect to the disposition of subcontracts pertaining to RIPTA funds, RIPTA reserves the right to terminate the contract and to consider future Bids of such contractor to be non-responsive in the absence of written assurance from it of the full opportunity for DBEs to participate in its awards of subcontracts, together with the follow-up to verify such participation.

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11. Maintenance of Records

All records relating to the contract shall be maintained by the contractor for a period of three (3) years after project completion.

12. Contract Assurance

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

13. Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Rhode Island Public Transit Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above reference time frame may occur only for good cause following written approval of the Rhode Island Public Transit Authority. This clause applies to both DBE and non-DBE subcontractors. RIPTA reserves the right to hold payments to the Contractor if payments verification logs are not submitted within 30 days of payments. Failure to submit payments to DBE subcontractors within 30 days will result in action by RIPTA up to and including disqualification from any future RIPTA Procurements.

14. Monitoring Payments to DBEs

RIPTA requires that prime contractors to maintain records and documents of payments to DBEs following the completion of the contract. These records will be made available for inspection upon request by any authorized representative of RIPTA or United States Department of Transportation. This requirement also extends to any DBE Subcontractor. Reports of payments to DBE Subcontractors shall be provided to the RIPTA DBE Liaison Officer on a monthly basis. Failure to submit these reports on a timely basis may result in delay of payments.

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XVII. DISADVANTAGED BUSINESS ENTERPRISE REQUIRED FORMS

Attachment A: Schedule of DBE Participation

Submitted if DBE firm or firms will be participating in the Bid.

Attachment B: DBE Application Agreement

Submitted if DBE firm or firms will be participating in the Bid.

Attachment C: Letter of Intent to Perform as a Subcontractor

Submitted if DBE firm or firms will be participating in the Bid

Attachment D: DBE Unavailability Summary Sheet

Submitted if DBE firm or firms you have contacted cannot participate.

This form is used to document good faith effort. This form only needs to be completed when there is a DBE Participation Goal.

Attachment E: Narrative Explanation for Lack of DBE Participation

Submitted by the Prime Contractor to explain lack of DBE/SBA participation.

Attachment F: Documentation of DBE Utilization

To be filled in by the DBE firm and the prime contractor once the DBE Subcontractor has been paid.

Please Note: Final payment to the Prime Contractor will be held until this form or forms are received for each DBE Subcontractor.

DBE FIRMS PROPOSING AS A PRIME CONTRACTOR: the following forms must be filled in, signed and submitted with the Bid

Attachment A, Attachment B

Please state, on these forms, that you are proposing as a prime contractor.

CERTIFICATION LETTER OR NOTIFICATION MUST BE INCLUDED FOR EACH DBE FROM THE STATE OF RHODE ISLAND.

Please record by letter (using the list below) under the DBE Category Column found on Attachment A: Schedule of DBE Participation Form on the following page

- a. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
- b. "Hispanic Americans", which includes persons of Mexicans, Puerto Rican, Cuban, Central or South America, or other Spanish culture or Portuguese or origin, regardless of race;
- c. "Native Americans", which include persons who are American Indian, Eskimos, Aleuts, or Native Hawaiians;
- d. "Asia-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
- e. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and
- f. any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8 (a) of the Small Business Act.

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SCHEDULE OF DBE PARTICIPATION

A. Attachment A

Company Name: _____
 Project Number: 14-05 Project: Kennedy Plaza Asphalt Repair

*Please provide copy of DBE Certification Letter for each DBE firm listed from the Rhode Island Office of Civil Rights. **DBE Vendors must be certified in the State of Rhode Island at the time of Bid Submittal to be considered. A full, up to date list of Rhode Island DBEs can be obtained at the following website: www.mbe.ri.gov/**

DBE Firm Name	DBE Firm Address	DBE Category	Phone Number	Contact Name	Work to be Performed	Estimated Value Dollars	Estimated Value Percent of Bid

The undersigned will enter into a formal agreement with Disadvantaged Business Enterprise firms for work listed in this schedule conditioned upon execution of a contract with the Rhode Island Public Transit Authority.

Authorized Signature of Bidder Official _____

*Use additional forms as needed.

Each DBE Firm listed in the Section must also complete the Required Company Information Form and the Certification of Subcontractor Form (Page 74)

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LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

C. Attachment C

To: _____
(Name of Prime or General Bidder)

The undersigned intends to perform work in connection with the above project as (check one):

___ an individual

___ a corporation

___ a partnership

___ a joint venture

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed).

for the following compensation: _____

(Name of DBE Contractor)

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DBE GOOD FAITH EFFORT SUMMARY SHEET

D. Attachment D.

RIPTA requires a listing of DBE firms contacted; but not able to perform work. Use additional pages as needed. The DBE Goal for this project is 20 percent. . **A full, up to date list of Rhode Island DBEs can be obtained at the following website:**

www.mbe.ri.gov/

DBE Firm Name	DBE Firm Address	DBE Category	Phone Number Email Address	Contact Name	Reason Unable to Perform Work

Project Name: Kennedy Plaza Asphalt Repair

Project Number: 14-05

Form completed by: _____

Date: _____

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XVIII. PERFORMANCE AND PAYMENT BOND INFORMATION

The selected Bidder shall furnish, within twenty (20) calendar days (if required) after the date of notice of award of contract by RIPTA, Performance and Payment Bonds in the amount of 100% of the Bid amount covering the faithful performance of the contract.

The Performance Bond is to be secured through an insurance company or companies, which are licensed in the State of Rhode Island or which is approved by the Authority.

The Bond will remain in effect throughout the warranty period.

XIX. BID GUARANTEE (SURETY)

A Bid Guarantee (if required) shall be submitted with the Bid response. This guarantee shall be equivalent to five (5) percent of the Bid price. The "Bid guaranty shall consist of a firm commitment such a bid bond, certified check, or other negotiable instrument accompanying a Bid as assurance that the Bidder will, upon will, upon acceptance of its Bidder, execute such contractual documents as may be required within twenty (20) calendar days after the date of notice of award of contract by RIPTA.

XX. REQUIRED INSURANCE

The Bidder will be required to secure and maintain the following insurance coverages:

A. Minimum limits

1. Commercial comprehensive general liability insurance, with limits of \$3,000,000.00 per accident and \$5,000,000.00 aggregate.
2. Workers' Compensation Coverage in accordance with RI Statutory requirements.
3. The Rhode Island Public Transit Authority shall be named as additional insured under said policies.
4. Automotive Liability Insurance
 - \$1,000,000.00 per accident and \$3,000,000.00 aggregate: bodily injury.
 - \$1,000,000.00 property damage

B. Certificate Requirements

1. Each bidder must provide RIPTA a Certificate of Insurance upon award of the contract. Coverage indicated on certificate must be kept in effect at all times during the contract period
2. The General Liability Coverage shall include Contractual Liability and Completed Operations Coverages. The General Liability coverage, certificates must name: RIPTA and its respective directors, officers, employees, and affiliates as additional insureds. Reference should be made to project or job number and location.

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3. A Waiver of Subrogation in favor of RIPTA must apply to the General Liability, Employers Liability, and Excess Liability / Umbrella policies.
4. Automobile Liability must cover any owned, rented, hired or borrowed vehicles.
5. The Excess or Umbrella coverage must provide the required Liability limit over the General Liability, Automobile Liability, Employers Liability s, Professional Liability and Environmental Liability policies (if required).
6. If bidder is to use any subcontractor during the course of the project, the subcontractor must maintain the same limits and terms as the bidder. Certificates of Insurance for subcontractors must be provided to RIPTA with the Bidder's Submittal after award of the Contract.
7. All certificates of insurance must indicate the carrier policy cancellation terms.
8. All bidders must utilize insurance companies with a "Best" Rating of no less than A-, Size VIII.

C. Special Coverages

- 1 Contractor must maintain Environmental Pollution coverage with limits no less than \$1,000,000 if contractors work includes the transport, delivery, storage, handling or disposal of any pollutants or other hazardous materials. This insurance is also required for all contracts involving any work on RIPTA's storage tanks, and fluid distribution systems
- 2 Installation Floater Insurance is required for all construction projects equal to the value of the project.
- 3 Professional Liability/Errors and Omission coverage shall be included in all Professional Services Contracts

Bidder shall provide to RIPTA Contracts Manager a Certificate of Insurance upon award of contract. This Certificate shall be kept in effect at all times. Current copies shall be provided to the Contracts Manager

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XXI. GENERAL CONTRACT COMPLIANCE CERTIFICATE AND AGREEMENT

RHODE ISLAND STATE EQUAL OPPORTUNITY OFFICE

The undersigned Contractor agrees and certifies, unless otherwise exempt, that it is in compliance with the applicable requirements of Federal Executive order No. 11246, as amended, Rhode Island General Law 28-5.1-10, and other regulations as issued by the Rhode Island Public Transit Authority, as set forth below, or will take steps to comply with such requirements prior to acceptance of any order from us. This agreement and certificate shall form a part of, and be deemed incorporated in, each order submitted to you for supplies or services exceeding \$10,000. Failure to comply will be considered a substantial breach of the contract.

A. Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or natural origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he/she has collective bargaining agreement or other contract or understanding a notice, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Federal Executive order No. 11246, as amended, Rhode Island Law 28-5.1-10, and other regulations and relevant orders of the Secretary of Labor.
4. The Contractor will comply with all provisions of Federal Executive Order No. 11246, as amended, Rhode Island General Law 28-5.1-10, and other regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246, as amended, Rhode Island General Law 28-5.1-10 and other regulations as issued by the State of Rhode Island, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the State Equal

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- Opportunity Office and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's non-compliance with the non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or part, and the Contractor may be declared ineligible for further State contracts in accordance with procedures authorized in Federal Executive Order No. 11246, as amended, Rhode Island General Law 28-5.1-10 , and other regulations as issued by the State of Rhode Island, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246, as amended; Rhode Island Public Transit Authority, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law, or the State of Rhode Island and Providence Plantations.
 7. The Contractor will include the provisions of paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246, as amended, Rhode Island General Law 28-5.1-10, and other regulations as issued by the Rhode Island Public Transit Authority, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any sub-contract of purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States and the State of Rhode Island to enter into such litigation to protect the interest of the United States and the State of Rhode Island.

B. Age Discrimination

Pursuant to Federal Executive Order No. 11246, as amended, the Contractor will not, in connection with the employment, advancement or discharge of employees, or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan or statutory requirement, nor will the Contractor specify, in solicitations or advertisements for employees, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan or statutory requirement.

C. Employment of the Handicapped

1. Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat

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- qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of selection for training, including apprenticeship.
2. Contractor agrees that if a handicapped individual files a complaint with him/her that he/she is not complying with the requirements of the Rehabilitation Act of 1973, he/she will (1) investigate the complaint and take appropriate action consistent with requirements of 41 CFR Part 60-741.29 and (2) maintain on file for three years, the record regarding the complaint and the actions taken.
 3. Contractor agrees that if a handicapped individual files a complaint with the Department of Labor that he/she has not complied with the requirements of the act, (1) he/she will cooperate with the Department in its investigation of the complaint, and (2) he/she will provide all pertinent information regarding his/her employment practices with respect to the handicapped.
 4. Contractor agrees to comply with the rules and regulations of Section 503 of the Rehabilitation Act of 1973 as interpreted in 41 CFR Part 60-741.29.
 5. in the event of Contractor's noncompliance with the requirements of this clause contract may be terminated or suspended in whole or in part.
 6. This clause shall be included in all subcontracts. In the event that this contract exceeds \$10,000 but is less than \$500,000 and provides for performance in 90 days or more, Contractor further agrees as follows:
 7. Contractor agrees (1) to establish an affirmative action program, appropriate procedures consistent with the guidelines and the rules of the Secretary of Labor, will provide the affirmative action regarding employment and advancement of the handicapped required by P.L. 93-516, (2) to publish the program in the employees or personnel handbook or otherwise distribute a copy to all personnel, (3) to review the program each year and to make such changes as may be appropriate, and (4) to designate one of the principal officials to be responsible for the establishment and operation of the program.
 8. Contractor agrees to permit the examination by appropriate contracting agency officials or the Assistant Secretary for Employment Standards or the designee, of pertinent books, documents, papers and records concerning employment and advancement of the handicapped.
 9. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Assistant Secretary for Employment Standards, provided by the contracting officer, stating Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment and the rights and remedies available.

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10. Contractor will notify each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract understanding, that he/she is bound by the terms of Section 503 of the Rehabilitation Act, and is committed to take affirmative action to employ and advance in employment, physically and mentally handicapped individuals.
In the event this contract exceeds \$100,000 and provides for performance in 90 days or more, Contractor further agrees as follows:
11. Contractor agrees to submit a copy of his/her affirmative action program to the State Equal Opportunity Office within 30 days after the award of a contract or sub-contract.
12. Contractor agrees to submit a summary report to the State of Rhode Island and Providence Plantations Equal Opportunity Office by March 31 of each year during performance of the contract and by March 31 of the year following completion of the contract, in the form prescribed by State Equal Opportunity Office covering employment and complaint experience accommodations made and all steps taken to effectuate and carry out the commitments set forth in the affirmative action program.

XXII. CERTIFICATE OF NON-SEGREGATED FACILITIES

Contractor certifies that he/she does not maintain or provide for his/her Employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any such location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "Segregated Facilities" means any waiting room, work areas, rest rooms, and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods), he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will forward the following notice to proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Invitation for Bids Number 14-05

XXIII. NOTICE OF PROSPECTIVE SUBCONTRACTORS
OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED
FACILITIES

A Certificate of Nonsegregated Facilities must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in
18 USA 1001.

A. Affirmative Action Compliance Program

Contractor agrees to develop a written Affirmative Action Compliance Program for each of its establishments as required by Section 60-1.40 of Title 41 of the Code of Federal Regulations.

B. Employer's Information Report (EE)-1 Form 100

Contractor agrees to file in duplicate, Standard Form 100, entitled, "Equal Employment Opportunity Employer Information Report EEO-1" as required by Section 60-1.7 of Title 41 of the Code of Federal Regulations.

Send original copy to Federal authorities, duplicate copy to the State Equal Opportunity Office, 1 Capitol Hill, Providence, Rhode Island 02908-5865.

C. Notice to All Vendors

If it should be determined by the State Equal Opportunity Office that any company doing business with the State is guilty of non-compliance with the provisions of this document, said company will be given two (2) written warnings. If the said company does not comply immediately after the second written notice, then the State Equal Opportunity Office will notify the Rhode Island Public Transit Authority, who shall have the authority to have the contract **revoked** and all contractual obligations of the State dealing with the contract in question will be **null and void**.

D. Post Award Conference

Post Award Conference for the Implementation of Affirmative Action prior to Signing of Contract.

C. Signature Required

Failure to provide a signature prior to Award to successful Bidder shall be cause for Rejection of Bid.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Invitation for Bids Number 14-05

**XXIV. GENERAL CONTRACT COMPLIANCE CERTIFICATE
& AGREEMENT FORM**

(Equal Employment Opportunity)

Authorized Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

Indicate Job Location Address: _____

BID NO. 14-05

XXV. DAVIS BACON ACT COMPLIANCE

I certify that I will comply with the Provisions of the Davis-Bacon Act for this project. I certify that I will pay the applicable Prevailing Wages as listed at the following web address:

<http://www.access.gpo.gov/davisbacon/ri.html>

Authorized Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

Indicate Job Location Address: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Invitation for Bids Number 14-05

XXVI. CERTIFICATION OF PRIMARY PARTICIPANT FORM

Invitation for Bid Number: 14-05
Project Kennedy Plaza Asphalt Repair

The primary participant _____, certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared eligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 2) Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4) Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- 5) The Primary Participant also certifies that, if it later becomes aware of any information contradicting the statements of Paragraphs 1-4 above, it will promptly notify RIPTA.

The primary participant _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C Sections 3801 **ET SEQ.** are applicable thereto.

Signature/Title of Authorized Official

Date

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Invitation for Bids Number 14-05

XXVII. DEBARMENT CERTIFICATION

**CERTIFICATION REQUIREMENTS FOR RECIPIENTS OF GRANTS
AND
COOPERATIVE AGREEMENTS
REGARDING DEBARMENT AND SUSPENSIONS**

The purpose of the attached certifications is to exclude entities and individuals that the Federal Government has either debarred or suspended from obtaining Federal assistance funds through grants, cooperative agreements or third party contracts.

To assure that such entities and individuals are not involved in projects financed with Federal Transit Administration (FTA) assistance, FTA requires its applicants to complete the certificates.

The primary participant must sign the "**Certification of Primary Participant**" and, if there is a subcontractor, they must sign the "**Certification of a Subcontractor**" (If there is more than one subcontractor, they must all sign one of these forms.).

XXVIII. CERTIFICATION OF A SUBCONTRACTOR FORM

Invitation for Bid Number: 14-05

Project Kennedy Plaza Asphalt Repair

The potential Subcontractor, _____
Certifies, by submission of this certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.

The Subcontractor, _____ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 **ET SEQ.** are applicable thereto.

Signature/Title of Authorized Official

Print Signature

Date

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Invitation for Bids Number 14-05

XXIX. NON-RESIDENT CONTRACTOR INFORMATION

From: Department of Administration
Division of Taxation
289 Promenade Street
Providence, RI 02908

Notice: "To All Persons Engaging Non-Resident Contractors"
Regulation Re: Contractors and Subcontractors - "Regulation C"
Article III, Non-Resident Contractors

Any individual, partnership, joint venture, corporation, state, municipal government or exempt organization awarding a construction contract in Rhode Island to a non-resident contractor (as hereinafter defined) is required, pursuant to Section 44-1-6 of the General Laws, as last amended, to withhold 3% of the contract price to secure payment of any sales and use tax or income tax withheld, or both, that may be due to the State of Rhode Island in carrying out the contract.

Upon completion of the contract, the non-resident contractor is required to notify the Tax Administration shall, within 30 days after receipt of the request, audit the records and provide by certified mail to the person holding the funds and to the non-resident contractor, either a certificate of no tax due or a notice of taxes due.

The person holding the funds is required to pay to the Tax Administrator the amount set forth in the notice of taxed due, including interest and penalties, but not in excess of 3% of the contract price. Monies withheld in excess of taxes due the Tax Administrator may be paid to the non-resident contractor.

If the Tax Administrator does not furnish a certificate of no tax due or a notice of taxes due within 30 days after receipt of the request for the making of the audit, the person holding the funds may remit the full amount due to the non-resident contractor. The Tax Administrator shall not have any claim against such funds in the hand of the person holding the funds.

DEFINITION OF NON-RESIDENT CONTRACTOR

"A non-resident contractor is one who does not maintain a regular place of business in this state. A regular place of business shall be deemed to mean and include any bona fide office (other than a statutory office), factory, warehouse or other space in this state at which the taxpayer is doing business in its own name in a regular and systematic manner and which is continuously maintained, occupied and used by the taxpayer in carrying on its business through its regular employees regularly in attendance. A temporary office at the site of construction shall not constitute a regular place of business".

In order to effectively implement this legislative change which became effective on passage, non-resident contractors shall forward such notice of completion by certified or registered mail (in duplicate) to the Division of Taxation.

R. Gary Clark
Tax Administrator

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Invitation for Bids Number 14-05

XXX. DRUG & ALCOHOL TESTING PROGRAM

In accordance with the Federal Transit Administration Rules 49 CFR 40, 653, and 654, pertaining to prohibited drug use and Contract Service Providers who perform safety-sensitive functions as follows:

- Operation of Revenue Service Vehicles In and Out of Service.
- Dispatch or Control Movement of Revenue Service Vehicles.
- Maintain, Repair and Inspect Revenue Service Vehicle.

The standards they must meet are:

1. Provide each employee performing a RIPTA safety-sensitive function a copy of RIPTA's Prohibited Drug Use and Alcohol Misuse Policy and Procedures. Each Employee must sign and return to RIPTA "Confirmation of Receipt" form.
2. Provide RIPTA with documentation that all employees, both full and part-time, participate in a prohibited drug use testing program in compliance with 49 CFR 653 and an alcohol misuse testing program in compliance with 49 CFR 654. Documentation must be provided which insures that all testing is performed in compliance with 49 CFR 40.
3. Provide to RIPTA's, by February 1st, following each calendar year, annual Management Information Systems (MIS) reports for submission to the FTA. The MIS form used must be that which is contained in 49 CFR 653 and 654.
4. Identify a contact person responsible for handling all 49 CFR 40, 653 and 654 regulation compliance.

XXXI. DRUG AND ALCOHOL POLICY ACKNOWLEDGEMENT **CONTRACT SERVICE PROVIDER** **ACKNOWLEDGEMENT AND CONFIRMATION OF RECEIPT**

Employee Name: _____

Company Name: _____

I have received a copy of Rhode Island Public Transit Authority's Prohibited Drug Use and Alcohol Misuse Policy and Procedures.

Employee
Signature: _____

Date: _____

Return To: Drug and Alcohol Test Coordinator
Department of Human Resources
Rhode Island Public Transit Authority
Room 217
705 Elmwood Avenue
Providence, Rhode Island 02907

Kennedy Plaza Asphalt Repair Technical Specifications

Date: _____

RIPTA BID NO. 14-05

To: Rhode Island Public Transit Authority
Purchasing Department
Room 217
705 Elmwood Avenue
Providence, Rhode Island 02907

Project: Selective Asphalt Replacement at Bus Tracks at Kennedy Plaza
Kennedy Plaza
Providence, Rhode Island 02908

Submitted by:

(include address,

tel. & FAX nos.,

and license no.)

1. BID

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders, and in the Contract Documents prepared by The Robinson Green Beretta Corporation, Architect for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

(\$_____.)
(written, and numerically)

We have included the required Bid security as required by the Invitation to Bid.

2. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for ninety (90) days from the bid closing date. If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement subject to compliance with required State regulatory agency approvals as described in the Invitation to Bid.
- Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders.
- Commence work within seven days after receipt of a Notice to Proceed from the Rhode Island Public Transit Authority.

If this bid is accepted within ninety (90) days, and we fail to commence the Work, or we fail to provide the required Bonds, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within ninety (90) days, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

3. CONTRACT TIME

The undersigned agrees to substantially complete the project within 90 calendar days after authorized to proceed.

The undersigned also agrees to totally complete (final completion) the project within 30 days after the date of substantial completion.

In the event that project is uncompleted at the expiration of these periods, liquidated damages of \$750.00 per calendar day shall be assessed against the Contractor for each calendar day in excess of the periods of time allotted.

4. UNIT PRICES

The undersigned agrees that the following unit prices are applicable for additional or deductive work required from that as specified or shown on the Contract Documents. The prices herein established are for additional work and include the net cost plus overhead and profit. For reductions in the work (lesser quantities), 88% of the prices will apply. (Contractor to fill-in)

Remove and Dispose of asphalt paving

Remove existing asphalt paving to acceptable substrate and dispose of removed material at approved disposal facility. Include trucking and all necessary permits, equipment, and fees:

_____ /tons.

Asphalt paving, including preparation and installation:
_____ /tons

5. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum No. 1, dated _____.

Addendum No. 2, dated _____.

Addendum No. 3, dated _____.

6. REQUIREMENT FOR LICENSE NUMBER

In compliance with the requirements of the Rhode Island General Laws, Section 5-65-23, my Rhode Island license number for the work to be performed by this firm as a prime contractor is:

License Number: _____

7. ADDITIONAL PROPOSAL PROVISIONS:

In submitting this Bid, the undersigned agrees:

To the allowance percentages for overhead and profit as indicated in the Supplementary Conditions.

To accept the provisions of the Bidding Requirements.

To accept the provisions of the Contract Documents, as defined by Article 1.1.1 of the General Conditions.

To execute a Contract in the form stipulated, within eight (8) calendar days after the receipt of acceptance of this Bid, provided such acceptance is mailed, telegraphed, telephoned or delivered to the undersigned within the time stipulated in the Instructions to Bidders.

8. MISCELLANEOUS PROVISIONS:

In addition to the foregoing, the undersigned:

Has acknowledged receipt of all Addenda by inserting the number of the last Addendum in the first paragraph herein, and;

Has enclosed herewith the required bid security and a properly executed Letter of Intent, which requires the undersigned to execute the Bond prior to the start of any work, and;

Has enclosed the completed Contractor's Qualification Statement, AIA A305, and;

Declares that this proposal in all respects is fair and made without collusion with any other person, firm or corporation making a proposal for this work, and;

Designates as his Office to which such notice of acceptance may be mailed or delivered:

*

*Insert Bidder's name

If a corporation, give the State of incorporation using the phrase "a corporation organized under the laws of

If a partnership, give names of partners using also the phrase "co-partners trading and doing business under the firm name and style of

If an individual using a trade name, give individual name, using also the phrase "an individual doing business under the trade name and style of

9. BID FORM SIGNATURE(S)

(Bidder's name)

By: _____

Title: _____

Corporate Seal:

END OF SECTION 004100

SECTION 005200 – AGREEMENT FORM

AIA Document A107-2007 Standard Form of Agreement Between Owner and Contractor for *Project of Limited Scope*. This document forms the basis of Contract between the Owner and the Contractor, and is included, following in these specifications, as an integral part of the Bid Documents. Provisions which are not so amended or supplemented remain in full force and effect.

Where AIA Document A107-2007 Standard Form of Agreement Between Owner and Contractor for *Project of Limited Scope*, as part of this Bid Document, indicates Architect, it shall include not only Architect and/or Architect of Record, but also Engineer of Record and/or Engineer.

END OF SECTION 005200

SECTION 010100 – SUMMARY OF WORK RIPTA – Kennedy Plaza Asphalt Repair

SECTION 010100 - SUMMARY OF THE WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the Specification are a part of this Section, which shall consist of all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work; and as related to the project or projects defined in the Bidding Requirements.
- B. The specification format used herein is in accordance with MASTERFORMAT, CSI (2004 Format) and in no way intends to restrict this Contractor from expediting his work as he sees fit, nor is there any intention of segregating the units of work as related to specific trades involving jurisdictional problems.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: RIPTA – Kennedy Plaza Asphalt Repair
- B. Project Location: Kennedy Plaza, Providence, RI
- C. Owner: Rhode Island Public Transit Authority
- D. Architect/Engineer: The Robinson Green Beretta Corporation, 50 Holden Street, Providence, RI
- E. Contractor: To be determined.

1.3 SUMMARY OF THE WORK

- A. The work includes but is not limited to: Asphalt pavement demolition (including cutting), preparation for asphalt pavement placement, and asphalt paving.
- B. Provide all pedestrian and vehicle protection devices including but not limited to, signage, flaggers, and barriers as required to ensure safe access through the and surrounding lanes during all hours.

1.4 CONTRACTOR'S DUTIES

- A. The Contractor is responsible for all personnel involved in the work, including those of his direct employ, his sub-contractors and suppliers of materials and equipment and/or labor. The Technical Specifications have been divided for convenience only to cover the scope of work, and where reference to a particular contractor is noted, it is for convenience only. The Owner and Architect only recognize one Contractor as party to this Contract.
- B. As it is impractical to enumerate every piece of equipment, device and/or accessory required for proper operation of the indicated systems specified within their respective Sections or Divisions of the Project Manual; it is intended that all materials, systems, and/or equipment, required to

SUMMARY OF WORK

SECTION 010100 – SUMMARY OF WORK RIPTA – Kennedy Plaza Asphalt Repair

insure proper operation of the equipment, device, and/or accessory, be provided as a part of the Work of this Project so the specified work or system functions, and/or performs as required by the specification. To infer the intent is otherwise, is to render the specified work or system less than required.

- C. Except as specifically noted, provide and pay for:
 - 1. Labor, materials and equipment.
 - 2. Complete design and engineering required for complete and proper system installation and certification of the installed Life Safety Line Systems for each installation location in the existing structure.
 - 3. Tools, construction equipment and machinery.
 - 4. Water, heat and utilities required for construction.
 - 5. Other facilities and services necessary for proper execution and completion of the Work.

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

- E. Secure and pay for, as necessary for proper execution and completion of the Work, and as applicable at time of receipt of Bids:
 - 1. Permits.
 - 2. Government fees.
 - 3. Licenses.

- F. Give required notices.

- G. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on the performance of the Work.

- H. Promptly submit written notice to the Architect of observed variance of Contract Documents from legal requirements.

- I. Lay out all work and be responsible for all lines, elevations, measurements of the building, utilities and site work executed under the Contract. Verify the figures shown before laying out the Work and be responsible for any error resulting from failure to do so. Employ a competent registered engineer or registered land surveyor, approved by the Architect, for establishing all lines, levels and dimensions, and place at the disposal of the Architect, as required for checking purposes.

- J. Enforce strict discipline and good order among employees. Do not employ persons not skilled in assigned task.

- K. Notify all trades, sub-contractors and suppliers of all designated alternatives and be responsible for their coordination.

- L. At your option, certain indicated materials and/or procedures are specified herein to be used in lieu of other indicated materials and/or procedures, at no change in Contract Price. Such options should be analyzed and coordinated during the bidding period, so that the selection of

SUMMARY OF WORK

SECTION 010100 – SUMMARY OF WORK RIPTA – Kennedy Plaza Asphalt Repair

any may immediately be brought to the Architect's attention, once the Contract is awarded (within thirty days thereafter).

1.5 HEALTH AND SAFETY PRECAUTIONS

A. OSHA:

1. These construction documents, and the joint and several phases of construction hereby contemplated, are to be governed, at all times, by the applicable portions of the Federal Laws, including but not limited to, the latest amendments of the following:
 - a. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-956;
 - b. Part 1910 - Occupational Safety and Health Standards, Title 29, Code of Federal Regulations, as amended to date;
 - c. Part 1926 - Safety and Health Regulations for Construction, Title 29, Code of Federal Regulations, as amended to date.
2. This Project, the Contractor and his sub-contractors shall, at all times, be governed by applicable Chapters of Title 29, Code of Federal Regulations, Part 1926 - Safety and Health Regulations for Construction, as amended to date.
 - a. Note: Furnish the Owner and Architect copies of all accident reports.

B. Dig Safe:

1. All excavations near underground public utility facilities shall be performed in accordance with Rhode Island State law, Title 39, Amended July 1, 1984 (Chapter 39-1.2).

C. Emergencies:

1. Should tornado, hurricane, gale or heavy wind warnings be issued, take precautions to minimize the danger to persons, to the work, and to the adjacent property. Damage caused to any part of the work shall be rectified or replaced to the complete satisfaction of the Architect and at no expense to the Owner. Injury to personnel or damage to adjacent property because of the work shall be the complete responsibility of the Contractor, and he accepts exclusive responsibility for same.

D. Loading:

1. Do not load any part of the work involved in this Contract, during construction, with a load greater than it is calculated to carry with safety. Should any accidents or damage occur through any violation of this requirement, the Contractor shall be held responsible under his Contract and Bond. When, in the opinion of the Architect, portions of the structure appear to be overloaded, it shall be the Contractor's responsibility to prove otherwise, or the Contractor shall follow the instructions of the Architect in connection with reduction of the loads.

1.6 PROJECT RECORD DOCUMENTS

A. Maintain at job site, one copy of:

1. Contract Drawings.
2. Specifications.

SUMMARY OF WORK

SECTION 010100 – SUMMARY OF WORK RIPTA – Kennedy Plaza Asphalt Repair

3. Addenda.
 4. Reviewed Shop Drawings.
 5. Record Drawings.
 6. Change Orders.
 7. Other modifications to Contract.
 8. Field Test Reports.
 9. Approved materials, samples and colors.
- B. Store documents in approved field construction office, apart from documents used for construction.
- C. Provide files and racks for storage of documents.
1. Provide permanent red pen or pencil for all marking.
- D. File documents in accordance with Project Filing Format of MASTERFORMAT.
- E. Maintain documents in clean, dry, legible condition.
- F. Do not use record documents for construction purposes.
- G. Make documents available at all times for inspection by Architect and Owner.
- H. Recording changes:
1. Keep record documents current.
 2. Do not permanently conceal any work until required information has been recorded.
 3. Contract Drawings: Legibly mark to record actual construction and the following:
 - a. Record various elements of foundations in relation to lowest floor elevation.
 - b. Reference horizontal and vertical location of underground utilities and appurtenances to permanent surface improvements.
 - c. Reference location of internal utilities and appurtenances concealed in construction to visible and accessible features of structure.
 - d. Record field changes of dimensions and details.
 - e. Record changes made by Change Order or Field Order.
 - f. Record details not on original Contract Drawings.
 4. Specifications and Addenda: Legibly mark up each Section to record the following:
 - a. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 - b. Changes made by Change Order and Field Order.
 - c. Other matters and materials not previously specified.
 5. Shop Drawings: Maintain as record documents; legibly annotate drawings to record changes after review.
- 1.7 TRANSPORTATION AND HANDLING
- A. Transport all materials and equipment on legally approved conveyances as required or recommended by the respective manufacturer or supplier.

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SECTION 010100 – SUMMARY OF WORK RIPTA – Kennedy Plaza Asphalt Repair

- B. Receive and handle all materials and equipment, at the project site, by conveyances or methods as recommended by the respective manufacturer or supplier.
- C. Coordinate delivery of equipment and materials when two or more trades, contractors or suppliers are involved.
- D. Remove from the site any material or item of equipment damaged during the transportation or handling process, and immediately replace at no additional cost to the Owner.

1.8 STORAGE AND PROTECTION

- A. Store all materials and equipment as recommended by the respective manufacturer or supplier, including the following minimum requirements.
- B. Upon receipt of such materials and equipment, check, distribute, store and safeguard in a clean, dry, ventilated location.
- C. Elevate off the ground, items which can be stored in exterior locations, and completely cover with approved tarpaulins. Protect against the elements at all times.
- D. Maintain all storage areas in a clean and orderly condition at all times.
- E. Immediately replace any material or item of equipment damaged, due to inadequate storage protection, at no additional cost to the Owner.

1.9 CUTTING AND PATCHING

- A. Execute cutting, including excavating, fitting or patching work required to:
 - 1. Make several parts fit properly.
 - 2. Uncover work to provide for installation of ill-timed work.
 - 3. Remove and replace defective work.
 - 4. Remove and replace work not conforming to the Contract Documents.
 - 5. Remove samples of installed work, as specified, for testing.
 - 6. Install specified work in existing construction.
- B. In addition to the Contract requirements, upon written instructions from Architect:
 - 1. Uncover work to provide for Architect's observation of covered work, as required by General Conditions.
 - 2. Remove samples of installed materials for testing; as required by the General Conditions.
- C. Do not endanger any work by cutting or altering work, or any part of it.
- D. Do not cut or alter work of another Contractor without written permission of the Architect.
- E. Prior to cutting which affects structural safety of Project, or work of another Contractor, submit written notice to Architect requesting consent to proceed with cutting.
- F. Prior to cutting and patching, done on instruction of the Architect, submit cost estimate.
- G. Should conditions of work, or schedule, indicate change of materials or methods, submit written recommendations to the Architect including:

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SECTION 010100 – SUMMARY OF WORK RIPTA – Kennedy Plaza Asphalt Repair

1. Conditions indicating change.
 2. Recommendations for alternative materials or methods.
 3. Submittals required for Substitutions.
- H. Submit written notice, to the Architect, designating time work will be uncovered, to provide for observation.
- I. Payment for costs caused by ill-timed or defective work, or work not conforming to the Contract Documents, including costs for additional services of Architect will be borne by the Contractor.
- J. Contractor Inspection:
1. Inspect existing conditions of work, including elements subject to movement or damage during:
 - a. Cutting and patching.
 - b. Excavating and backfilling.
 2. After uncovering work, inspect conditions affecting installation of new products.
- K. Preparation: (prior to cutting)
1. Provide shoring, bracing and support as required to maintain structural integrity of the Project.
 2. Provide protection for other portions of the Project.
 3. Provide protection from the elements.
- L. Performance: Perform all work of fitting, adjustment, cutting, patching, finishing, and restoration to perfectly match the quality as specified throughout these specifications.
- 1.10 OWNER-FURNISHED PRODUCTS
- A. Where Owner furnished and/or Owner furnished and installed products or equipment is specified, the Contractor is responsible to verify and coordinate, with the Owner, the extent of the Work under this Contract, associated with such product or equipment.
- B. Owner's duties:
1. Schedule delivery date, with supplier, in accordance with the Construction Schedule.
 2. Obtain installation drawings and instructions.
- C. Contractor's duties:
1. Designate required delivery date for each product in accordance with the Construction Schedule.
 2. Promptly inspect delivered products, report damaged or defective products.
 3. Handle at site, including uncrating and storage.
 4. Protect from exposure to elements and from damage.
 5. Repair or replace items damaged as a result of Contractor's operations.
- 1.11 CONTRACTOR USE OF PREMISES
- A. Confine operations at site to areas permitted by:

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1. Law.
 2. Ordinances.
 3. Permits.
 4. Contract Documents.
- B. Do not unreasonably encumber the site with materials and equipment.
- C. Do not load structure with weight that will endanger structure.
- D. Assume full responsibility for protection and safekeeping of products stored on the premises.
- E. Move any stored products which interfere with operations of Owner or other Contractor.
- F. Obtain and pay for use of additional storage or work areas needed for operations.
- G. Limit use of site for work and storage within confines of the Project Limit Line.

PART 2 - PRODUCTS

- A. Not Used

PART 3 - EXECUTION

- A. Not Used

END OF SECTION 010100

1 SECTION 012000 - PROJECT MEETINGS

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

- 4 A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the
5 specification are a part of this Section, which shall consist of all labor, equipment and materials
6 necessary to complete all project meeting work indicated on the drawings and herein specified.

7 1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- 8 A. Summary of the Work: Section 010100.
9 B. Construction Schedules: Section 013000.
10 C. Progress Reports: Section 013000.
11 D. Shop Drawings, Project Data and Samples: Section 013000.

12 1.3 PRECONSTRUCTION MEETING

- 13 A. Scheduled, by the Architect, within fifteen days after Notice to Proceed.

14 B. Attendance:

- 15 1. Owner or Representatives.
16 2. Architect and his Consultants.
17 3. Contractor.
18 4. Major Sub-contractors.
19 5. Safety Representative.

20 C. Minimum Agenda:

21 1. Distribution and discussion of:

- 22 a. List of Major Sub-contractors.
23 b. Tentative Construction Schedule.

- 24 2. Critical work sequencing.
25 3. Relation and coordination of Contractors.
26 4. Designation of responsible personnel.
27 5. Processing of field decisions and Change Orders.
28 6. Adequacy of distribution of Contract Documents.
29 7. Submittal of shop drawings, project data and samples.
30 8. Procedures for maintaining record documents.
31 9. Use of Premises:

- 32 a. Office and storage areas.
33 b. Owner's requirements.

PROJECT MEETINGS

- 1 10. Major equipment deliveries and priorities.
- 2 11. Housekeeping procedures.
- 3 12. Procedures for Project Closeout, including "punch list" preparation and "Substantial
- 4 Completion" requirements.

- 5 1.4 PROGRESS MEETINGS

- 6 A. Scheduled, agendas prepared and administered by the Contractor.

- 7 1. Distribute written notice and agendas of Regular and Called Meetings, three days in
- 8 advance of meeting date.
- 9 2. Make physical arrangements for meetings.
- 10 3. Preside at meetings.
- 11 4. Record minutes, including significant proceedings and decisions.
- 12 5. Distribute copies to all attendees, within three days after meeting.

- 13 B. Architect will attend meetings to ascertain that Work is expedited consistent with Construction
- 14 Schedule and with the Contract Documents.

- 15 C. Schedule Regular Meetings on a day and time agreeable to all parties.

- 16 D. Hold Called Meetings as progress of the Work dictates.

- 17 E. Location of meetings, as indicated in the Notice.

- 18 F. Attendance:

- 19 1. Owner or Representatives, when required.
- 20 2. Architect and his Consultants, as required.
- 21 3. Contractor.
- 22 4. Sub-contractors, as pertinent to agenda.
- 23 5. Safety Representative.

- 24 G. Minimum Agenda:

- 25 1. Review and approve minutes of previous meeting.
- 26 2. Review Work progress since last meeting.
- 27 3. Note field observations, problems and decisions.
- 28 4. Identify problems which impede planned progress.
- 29 5. Review off-site fabrication problems.
- 30 6. Develop corrective measures and procedures to regain planned schedule.
- 31 7. Revise Construction Schedule as required.
- 32 8. Plan progress during next work period.
- 33 9. Coordinate projected progress with other Contractors.
- 34 10. Review submittal schedules, expedite as required to maintain schedule.
- 35 11. Maintaining of quality and work standards.
- 36 12. Review changes proposed by Owner for:

- 37 a. Effect on Construction Schedule.
- 38 b. Effect on Completion Schedule.

- 39 13. Complete other current business.
- 40 14. Review Project Closeout procedure.

PROJECT MEETINGS

SECTION 012200 - UNIT PRICES RIPTA – Kennedy Plaza Asphalt Repair

1 SECTION 012200 - UNIT PRICES

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

4 A. Drawings and general provisions of the Contract, including General and Supplementary
5 Conditions and other Division 01 Specification Sections, apply to this Section.

6 1.2 SUMMARY

7 A. Section includes administrative and procedural requirements for unit prices.

8 B. Related Sections:

9 1. Division 01 Section "Quality Requirements" for general testing and inspecting
10 requirements.

11 1.3 DEFINITIONS

12 A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the
13 Work as a price per unit of measurement for materials, equipment, or services, or a portion of
14 the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope
15 of Work or estimated quantities of Work required by the Contract Documents are increased or
16 decreased.

17 1.4 PROCEDURES

18 A. Unit prices include all necessary material, plus cost for delivery, installation, insurance,
19 overhead, and profit. (The Owner is exempt from sales tax, therefore taxes are not to be
20 included.)

21 B. Measurement and Payment: Refer to individual Specification Sections for work that requires
22 establishment of unit prices. Methods of measurement and payment for unit prices are
23 specified in those Sections.

24 C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use
25 of established unit prices and to have this work measured, at Owner's expense, by an
26 independent surveyor acceptable to Contractor.

27 D. List of Unit Prices: A schedule of unit prices is included in the Bid Form. Specification Sections
28 referenced in the schedule contain requirements for materials described under each unit price.

UNIT PRICES

SECTION 012200 - UNIT PRICES RIPTA – Kennedy Plaza Asphalt Repair

1 PRODUCTS (Not Used)

2 PART 2 - EXECUTION

3 2.1 SCHEDULE OF UNIT PRICES (Coordinate with Bid Form)

4

5

END OF SECTION 012200

SECTION 013000 - SUBMITTALS AND ADMINISTRATION RIPTA Kennedy Plaza Asphalt Repair

1 SECTION 013000 - SUBMITTALS AND ADMINISTRATION

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

- 4 A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the
5 specification are a part of this Section, which shall consist of all labor, equipment and materials
6 necessary to complete all submittal work indicated on the drawings and herein specified.

7 1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- 8 A. Certifications and Special Guarantees: Individual Specification Sections.
9 B. Submittals for Contract Closeout: Section 017000.

10 1.3 SUBMITTALS REQUIRED PRIOR TO START OF WORK

- 11 A. Bonds, as required.
12 B. Insurance Certificates and AIA Document G705 (Certificate of Insurance).

13 1.4 CONTRACTOR'S CONSTRUCTION SCHEDULES

- 14 A. Submit schedules to the Architect, within two weeks after the award of Contract, which shall
15 include time of the start of completion of each section of the work and the anticipated monthly
16 amount of work in each section. The schedule shall not exceed time limits current under the
17 Contract Documents. Cause of failure to meet the time schedule on any section by one week
18 shall be accounted for to the Architect, in writing, with a copy for the Owner. Submit two copies
19 of this schedule to the Architect with each monthly requisition for payment. Mark with red pencil
20 to indicate progress to date in each category. The Architect reserves the right to indicate when
21 and where any work in any portion of this Contract shall be undertaken, suspended or
22 completed.
- 23 B. Prepare and keep current, for Architect's approval, a schedule of submittals which is
24 coordinated with the Contractor's Construction Schedule and allows the Architect reasonable
25 time to review submittals.

26 1.5 SCHEDULE OF VALUES

- 27 A. Within two weeks of the award of the Contract, submit a detailed Schedule of Values of the
28 Project by technical specification section, and coordinated with the Construction Schedule.
- 29 1. Include in the Schedule, a sum for each section of the specification. Do not exclude
30 Division 1. (In fact, incorporate General Conditions and its related items as part of
31 Section 010100.)

SUBMITTALS AND ADMINISTRATION

SECTION 013000 - SUBMITTALS AND ADMINISTRATION RIPTA Kennedy Plaza Asphalt Repair

- 1 B. Each item in the Schedule of Values shall include its proper share of overhead and profit. This
2 Schedule, when approved by the Architect, shall be used only as a basis for reviewing the
3 Contractor's Applications for Payment.
- 4 1.6 SUBMITTALS GENERAL PROVISIONS:
- 5 A. Submittals Schedule:
- 6 1. Contractor shall submit proposed submittals schedule to Owner and Architect for review
7 within ten calendar days following Notice of Award.
- 8 B. Make **ALL** required submissions including Samples, Color Selections, Shop Drawings, and
9 Project Data within 30 calendar days of Notice of Award. **No substitutions** will be accepted
10 and/or approved for submittals not received in accordance with the Instructions to Bidders and
11 Division 1.
- 12 C. Provisions in this section are mandatory procedures for preparing and submitting Samples,
13 Shop Drawings, and Product Data.
- 14 D. Job delays occasioned by requirement of re-submission of samples, Shop Drawings, and
15 Product Data not in accord with Contract Documents are Contractor's responsibility and will not
16 be considered valid justification for extension of time.
- 17 E. Schedule Purpose is to:
- 18 1. Demonstrate that submittals, shop drawings, data, samples and mock-ups required for
19 Work are addressed by Contractor.
20 2. Assist Architect in scheduling timely review of submittals.
21 3. Schedule Contents: Description of submitted item, proposed date of submittal and
22 proposed date of requested return by Architect.
23 4. Contractor shall submit accepted schedule within ten calendar days after joint review
24 date.
- 25 1.7 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
- 26 A. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the
27 Work by the Contractor, Sub-contractor, manufacturer, supplier or distributor to illustrate some
28 portion of the Work.
- 29 B. Product Data is illustrations, standard schedules, performance charts, instructions, brochures,
30 diagrams and other information furnished by the Contractor to illustrate materials or equipment
31 for some portion of the Work.
- 32 C. Samples are physical examples which illustrate materials, equipment or workmanship and
33 establish standards by which the Work will be judged.
- 34 D. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.
35 The purpose of their submittal is to demonstrate for those portions of the Work for which
36 submittals are required the way the Contractor proposes to conform to the information given
37 and the design concept expressed in the Contract Documents. Review by the Architect is
38 subject to the limitations of the General Conditions.

SUBMITTALS AND ADMINISTRATION

SECTION 013000 - SUBMITTALS AND ADMINISTRATION RIPTA Kennedy Plaza Asphalt Repair

- 1 E. Review, approve and submit to the Architect Shop Drawings, Product Data, Samples and
2 similar submittals required by the Contract Documents with reasonable promptness and in such
3 sequence as to cause no delay in the Work or in the activities of the Owner or of separate
4 contractors. Submittals made which are not required by the Contract Documents may be
5 returned without action.
- 6 F. Perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data,
7 Samples or similar submittals until the respective submittal has been approved by the Architect.
8 Provide such Work in accordance with approved submittals.
- 9 G. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the
10 Contractor represents that he has determined and verified materials, field measurements and
11 field construction criteria related thereto, or will do so, and has checked and coordinated the
12 information contained within such submittals with the requirements of the Work and Contract
13 Documents.
- 14 H. The Contractor shall not be relieved of responsibility for deviations from requirements of the
15 Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or
16 similar submittals unless the Contractor has specifically informed the Architect in writing of such
17 deviation at the time of submittal and the Architect has given written approval to the specific
18 deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop
19 Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.
- 20 I. Direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or
21 similar submittals, to revisions other than those requested by the Architect on previous
22 submittals.
- 23 J. Informational submittals upon which the Architect is not expected to take responsive action may
24 be so identified in the Contract Documents.
- 25 K. When professional certification of performance criteria of materials, systems or equipment is
26 required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy
27 and completeness of such calculations and certifications.
- 28 L. Shop drawings, product data and samples shall be dated and contain: the name of the Project;
29 description or names of equipment, materials and items; and complete identification of locations
30 at which the materials or equipment are to be installed.
- 31 M. Submission of shop drawings, product data and samples shall be accompanied by transmittal
32 letter, in duplicate, containing project name, Contractor's name, number of drawings,
33 documents and/or samples, titles and other pertinent data.
- 34 N. It is the responsibility of the Contractor to check all dimensions and details on shop drawings,
35 before submission to the Architect, reject same if necessary and only forward to the Architect
36 shop drawings which he is reasonably certain fulfill the requirements of Contract Documents
37 and the Work. All shop drawings shall be checked by the Contractor, and must bear his stamp
38 of approval; drawings submitted without this stamp of approval, will not be considered.
- 39 O. Unless otherwise indicated, submit three (3) prints of each drawing, including fabrication,
40 erection, layout and setting drawings and such other drawings as required under various
41 sections of the specifications until final approval is obtained. Submit copies of manufacturer's
42 descriptive data including catalog sheets for materials, equipment and fixtures, showing
43 dimensions, performance characteristics and capacities, wiring diagrams and controls,
44 schedules and other pertinent information as required.

SUBMITTALS AND ADMINISTRATION

SECTION 013000 - SUBMITTALS AND ADMINISTRATION RIPTA Kennedy Plaza Asphalt Repair

- 1 P. Contractor is responsible for obtaining and distributing prints of shop drawings as necessary
2 after as well as before final approval. Prints of approved shop drawings shall be made from
3 transparencies which carry the Architect's stamp of review.
- 4 Q. Within fifteen (15) calendar days after receipt of approved shop drawings, catalog cuts,
5 equipment sheets or other material descriptive data, submit to the Architect a copy of the order
6 confirmation of the respective material(s), item(s) or equipment. Such confirmation must
7 include: (1) Name of Supplier; (2) Date of Order, name, description and quantity of material(s),
8 item(s) or equipment.
- 9 R. Maintain a complete file of all approved shop drawings, product data and samples, at the job
10 site, until completion of the Project.
- 11 S. Submit samples of all materials, whether or not requested, for approval and color selection. Do
12 not assume the Architect has certain color samples on file.
- 13 T. The Architect shall prepare a color schedule upon receipt of **ALL** samples and materials. No
14 materials or products submitted for color selection shall be approved individually.
- 15 1.8 RECORD DOCUMENTS
- 16 A. Prior to the start of construction, the Architect shall deliver to the Contractor, a complete set of
17 "Issued for Construction" drawings, and a complete project manual, including addenda, for the
18 purpose of maintaining record documents.
- 19 B. Also, maintain a copy of all modifications and change orders.
- 20 C. Maintain the documents in a safe, dry location during the entire construction process. The
21 Contractor, together with his Sub-contractors, shall indicate clearly and accurately, any and all
22 changes necessitated by field conditions. In addition, accurately maintain dimensions locating
23 all pipes, ducts, etc. built into or under concrete slabs or masonry walls, including elevations,
24 inverts, etc.
- 25 D. With each monthly requisition, send certification, signed by the Contractor's Superintendent and
26 Owner's Field Representative, that the documents are being maintained accurately and
27 currently. At the completion of the Project, return the documents to the Architect, along with
28 certification that the documents are complete in that they represent the true constructed
29 conditions.
- 30 E. Contract Drawings: Legibly mark to record actual construction and the following:
- 31 1. Record various elements of foundations in relation to lowest floor elevation.
32 2. Reference horizontal and vertical location of underground utilities and appurtenances to
33 permanent surface improvements.
34 3. Reference location of internal utilities and appurtenances concealed in construction to
35 visible and accessible features of structure.
36 4. Record field changes of dimensions and details.
37 5. Record changes made by Change Order or Field Order.
38 6. Record details not on original Contract Drawings.
- 39 F. Specifications and Addenda: Legibly mark up each Section to record the following:
- 40 1. Manufacturer, trade name, catalog number, and supplier of each product and item of
41 equipment actually installed.
42 2. Changes made by Change Order and Field Order.

SUBMITTALS AND ADMINISTRATION

SECTION 013000 - SUBMITTALS AND ADMINISTRATION RIPTA Kennedy Plaza Asphalt Repair

- 1 3. Other matters and materials not previously specified.
- 2 G. Shop Drawings: Maintain as record documents; legibly annotate drawings to record changes
3 after review.
- 4 1.9 ELECTRONIC FILES
- 5 A. If requested, The Robinson Green Beretta Corporation shall make electronic drawing files
6 available to Contractor for the purpose of preparing submittals, in accordance with the following
7 policy:
- 8 1. An administrative fee of One Hundred (\$100.) Dollars per sheet shall be assessed.
9 2. Drawings shall not be e-mailed, but burned to a CD.
10 3. All fees shall be payable, by check, to the Architect, The Robinson Green Beretta
11 Corporation, in advance or at the time of delivery of CD.
12 4. Requester must sign Electronic File Transmittal Form.
- 13 1.10 JOB SITE ADMINISTRATION
- 14 A. The Contractor shall keep an authorized supervisory representative on site during all working
15 hours who shall act as the agent of the Contractor.
- 16 B. The supervisory representative on the contract work shall be a competent English-speaking
17 superintendent capable of reading and thoroughly understanding the drawings and
18 specifications, with full authority to promptly fulfill the Contractor's duties and responsibilities on
19 the job.
- 20 C. The Contractor's supervisory representative shall be subject to the approval of the Owner. The
21 supervisory representative shall not be removed from the work without prior written consent of
22 the Owner. If in the opinion of the Owner or Architect, the supervisory representative or any of
23 his successors, proves incompetent, not conscientious or not industrious, then the Contractor
24 shall replace him within 10 calendar days with another person approved by the Owner at no
25 additional cost to the Owner. Approval shall not, in any way, relieve or diminish the Contractor's
26 responsibility for supervision of the work.
- 27 D. The following will be required of all contractor personnel:
- 28 1. No smoking, eating or drinking inside building after delivery of Owner's equipment.
29 2. Use of permanent toilet facilities will not be allowed.
30 3. Use of audio equipment inside the building is prohibited for the entire duration of the
31 project.
32 4. Sexual harassment of any nature will not be tolerated.
33 5. Upon partial occupancy, the following requirements shall be followed:
- 34 a. All Construction Personnel will be required to wear I.D. badges on site at all times.
35 b. All building access for Construction Personnel will be through one entrance.
36 Anyone wishing to enter or leave the building must utilize this entrance. A security
37 guard will be stationed at this entrance to log in and out all personnel. This badge
38 entrance procedure will be strictly enforced.
39 c. Jobsite delivery access will be through one entrance. Access to alternate delivery
40 entrances will not be permitted without prior approval of the Owner.

SUBMITTALS AND ADMINISTRATION

SECTION 013000 - SUBMITTALS AND ADMINISTRATION RIPTA Kennedy Plaza Asphalt Repair

- 1 E. Failure to comply with the requirements outlined in above will result in immediate action by the
2 Owner.
- 3 1. First offense -- individual removed from premises.
4 2. Second offense -- responsible subcontractor removed permanently from premises.
5 3. Any infractions will adversely impact future consideration of responsible Subcontractor.
- 6 1.11 COORDINATION
- 7 A. Coordinate work of the various sections of Specifications to assure efficient and orderly
8 sequence of installation of construction elements, with provisions for accommodating items
9 installed later.
- 10 B. Coordinate space requirements and installation of mechanical and electrical work which are
11 indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduits,
12 as closely as practicable; make runs parallel with lines of building. Utilize spaces efficiently to
13 maximize accessibility for other installations, for maintenance, and for repairs.
- 14 1.12 REFERENCE STANDARDS
- 15 A. For Products specified by association or trade standards, comply with requirements of the
16 standard, except when more rigid requirements are specified or are required by applicable
17 codes.
- 18 B. The date of the standard is that in effect as of the Bid date, except when a specific date is
19 specified.
- 20 C. Obtain copies of standards when required by Contract Documents. Maintain copy at job site
21 during progress of the specific work.
- 22 1.13 CHANGE ORDER REQUESTS
- 23 A. Should the Owner request a price for contemplated changes in the work, the Contractor shall
24 promptly advise, within 14 calendar days, the Architect, in writing, as to credit or cost proposed
25 for the described change. The Contractor's written reply shall include a cost breakdown with
26 appropriate back-up by Division of the proposed change in Contract Sum and extension of time
27 required, if any.
- 28 1.14 SUBMITTALS
- 29 A. Make all submittals including Samples, Shop Drawings, and Project Data within 60 calendar
30 days of Notice of Award.
- 31 B. Submit Shop Drawings to Owner's Insurance Carrier for approval as outlined in each section or
32 otherwise directed by Owner's Project Representative. In general, submittals are required for
33 Sprinkler System, Fire Suppression Systems, Roof System and Fire Alarm System.
- 34 C. Provisions in this section are mandatory procedures for preparing and submitting Samples,
35 Shop Drawings, and Product Data. Job delays occasioned by requirement of re-submission of
36 samples, Shop Drawings, and Product Data not in accord with Contract Documents are
37 Contractor's responsibility and will not be considered valid justification for extension of time.

SUBMITTALS AND ADMINISTRATION

SECTION 013000 - SUBMITTALS AND ADMINISTRATION RIPTA Kennedy Plaza Asphalt Repair

- 1 D. Submittals Schedule:
- 2 1. Contractor shall submit proposed submittals schedule to Owner and Architect for review
3 within ten calendar days following Notice of Award.
- 4 E. Schedule Purpose is to:
- 5 1. Demonstrate that submittals, shop drawings, data, samples and mock-ups required for
6 Work are addressed by Contractor.
7 2. Assist Architect in scheduling timely review of submittals.
- 8 F. Schedule Contents: Description of submitted item, proposed date of submittal and proposed
9 date of requested return by Architect.
- 10 G. Contractor shall submit accepted schedule within ten calendar days after joint review date.
- 11 H. Product Data:
- 12 1. Contractor shall include product manufacturer's standard printed material, dated, with
13 product description and installation instructions indicated; delete data not related to this
14 Project or mark "VOID" as applicable.
15 2. Number of Copies Submitted: Number required by Contractor plus four which will be
16 retained by Architect and Owner.
- 17 I. Shop Drawings:
- 18 1. Contractor shall conform to the following requirements:
- 19 a. Number sheets consecutively.
20 b. Indicate working and erection dimensions and relationships to adjacent work.
21 c. Indicate:
- 22 1) Arrangements and sectional views, as applicable.
23 2) Material, gauges, thickness, finishes, and characteristics.
24 3) Anchoring and fastening details; include information for making connections
25 to adjacent work.
26 4) Cross-reference drawing details and specification paragraphs applicable to
27 submitted data.
28 5) Contractor shall submit one sepia transparency and three black line prints of
29 shop drawings.
30 6) Photocopy, autopositive, or other reproduction of Architect's Drawings are
31 not acceptable for Subcontractors' or Vendors' Shop Drawings.
- 32 J. Samples:
- 33 1. Contractor shall prepare samples in sizes, shapes, and finishes in accord with provisions
34 of individual specification sections.
35 2. Samples furnished under this section are not to be confused with full-size, on-the-site
36 "Mock-Ups" called for in some specification sections.
37 3. Number of samples submitted: Number required by Subcontractor, plus two which will be
38 retained by Architect and Owner, unless otherwise indicated. Additional samples shall be
39 furnished as requested.
- 40 K. Quality Control Submittals: Certificates: Contractor shall submit certificates from manufacturers
41 for each product indicating materials supplied or installed are asbestos-free.

SUBMITTALS AND ADMINISTRATION

SECTION 013000 - SUBMITTALS AND ADMINISTRATION RIPTA Kennedy Plaza Asphalt Repair

- 1 L. Operations and Maintenance Manuals: Submit to Architect for review. All copies will be returned
2 to contractor for final distribution to Owner. See Section 017000 - CONTRACT CLOSEOUT for
3 more information.
- 4 M. Review:
- 5 1. Contractors:
- 6 a. Review submittals and stamp with approval action stamp containing Contractor's
7 name, word "Approved," signed initials of approving agent, date of approval action,
8 review notes, comments, and corrections required prior to submission to Architect.
9 By so noting, Contractor indicates that he has reviewed and approves materials,
10 equipment, quantities, and dimensions represented by particular submittal.
- 11 b. Contractor represents by submitting samples, Shop Drawings, and Product Data
12 that he has complied with provisions specified. Submissions made without
13 Contractor's approval indicated thereon will be returned without being reviewed for
14 compliance with this requirement.
- 15 c. Date each submittal; indicate name of Project, Contractor, Subcontractor, as
16 applicable; description or name of equipment, material, or product; and identify
17 Work use location.
- 18 d. Accompany submittal with transmittal letter containing Project name, Contractor's
19 name, number of samples or drawings, titles, and other pertinent data. Outline
20 deviations, if any, in submittals from requirements of Contract Documents.
- 21 2. Architects:
- 22 a. Review submittals within fifteen calendar days of receipt from Contractor.
- 23 N. Resubmission: Contractor shall make corrections and changes indicated for rejected
24 submissions; resubmit in same manner specified above until Architect no longer requires re-
25 submission.
- 26 O. Distribution: Contractor is responsible for obtaining and distributing copies of submittals to his
27 Subcontractors and Material Suppliers. Make prints of reviewed Shop Drawings from
28 transparencies imprinted with Architect's appropriate stamp.
- 29 P. Contractor shall maintain at the present site an orderly file of all approved submittals bearing
30 Architect's stamp for Project duration.

31 1.15 REQUEST FOR INFORMATION

- 32 A. Should the Contractor require additional information or clarification regarding the work, a written
33 request, using an approved R.F.I. form, shall be submitted to the appropriate party.

34 PART 2 - PRODUCTS (Not Used)

35 PART 3 - EXECUTION (Not Used)

36

37

END OF SECTION 013000

SUBMITTALS AND ADMINISTRATION

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS RIPTA – Kennedy Plaza Asphalt Repair

1 SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

- 4 A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the
5 specification are a part of this Section, which shall consist of all labor, equipment and materials
6 necessary to complete all temporary facilities and controls work indicated on the drawings and
7 herein specified.

8 1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- 9 A. Safety Requirements: Section 010100.

10 1.3 ACCESS

- 11 A. Provide an adequate access and/or roads to the site of the structure, if required for the
12 prosecution of the work.

- 13 B. Provide and maintain at least one permanent or temporary access to each working elevation,
14 which is to be permanently occupied.

- 15 C. Provide all necessary scaffolding, platforms, ladders, ramps, chutes, temporary stairs, and
16 maintain in a safe condition throughout the construction process.

17 1.4 HOISTING FACILITIES

- 18 A. Provide hoisting facilities as required for the vertical movement of all materials.

- 19 B. Comply with OSHA and other governing codes for all hoists, conveyors, and elevators; and
20 maintain the facilities in compliance with the law.

21 1.5 TRASH:

- 22 A. Provide sufficient trash receptacles on each floor of the building.

- 23 B. Collect and deposit debris in such collection facilities.

- 24 C. Remove all debris from the job site on a regular basis. Do not allow trash to accumulate or
25 remain on site for longer than 48 hours.

26 1.6 SANITATION FACILITIES

- 27 A. Provide adequate temporary toilet facilities.

- 28 B. Maintain such facilities in a clean, sanitary condition.

TEMPORARY FACILITIES AND CONTROLS

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS RIPTA – Kennedy Plaza Asphalt Repair

- 1 1.7 DRINKING WATER AND SERVICE
- 2 A. Provide potable water in convenient and accessible locations.
- 3 B. Provide all piping, fitting, valves, connections, etc., necessary for furnishing water during the
4 construction period.
- 5 C. Pay costs of water and temporary services.
- 6 1.8 STORAGE
- 7 A. Coordinate the allocation of storage areas to the various trades and sub-contractors.
- 8 B. Such storage areas shall be approved by the Architect.
- 9 C. Maintain such areas in a clean condition at all times.
- 10 1.9 SPECIAL CONTROLS
- 11 A. Maintain premises and property free from accumulations of waste, debris, and rubbish caused
12 by operations.
- 13 B. Hazards Control:
- 14 1. Store volatile wastes in covered metal containers, and remove from the premises daily.
- 15 2. Prevent accumulation of wastes creating hazardous conditions.
- 16 3. Provide adequate ventilation during use of volatile or noxious substances.
- 17 4. Conduct cleaning and disposal operations to comply with local ordinances and anti-
18 pollution laws.
- 19 5. Do not burn or bury rubbish and waste materials on the project site.
- 20 6. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or
21 sanitary drains.
- 22 7. Do not dispose of wastes into streams or waterways.
- 23 8. Remove snow and ice from access to buildings.
- 24 9. Maintain cleaning until project, or portion thereof, is occupied by the Owner.
- 25 1.10 OTHER TEMPORARY FACILITIES AND CONTROLS
- 26 A. Protection of Work-In-Place:
- 27 1. Thoroughly protect all completed work and stored materials.
- 28 2. Provide boards, cloths, planks, waterproof paper, canvas or other means of protection
29 and use as required to prevent damage.
- 30 3. Replace or rectify work or materials damaged by workmen, by the elements or by any
31 other cause, to the satisfaction of the Architect and at no additional expense to the
32 Owner.
- 33 4. Do not allow workmen, including those of any sub-contractor or supplier, to mark finish
34 surfaces with marking pens or other such devices which are not readily erasable.
- 35 1.11 SPECIAL OPENINGS:
- 36 A. Early in the work, confer with all parties providing apparatus of various kinds. Should any be of
37 a size and character that cannot be properly taken into the building to its indicated position

TEMPORARY FACILITIES AND CONTROLS

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS RIPTA – Kennedy Plaza Asphalt Repair

1 through openings shown, make necessary arrangements for the installation of such items in a
2 manner satisfactory to those providing them and to the Owner. Make good on any damage that
3 may be caused thereby.

4 1.12 REMOVAL OF TEMPORARY FACILITIES

5 A. Remove all items indicated above and other construction of a temporary nature from the site as
6 soon as the progress of the work, in the opinion of the Architect, will permit.

7 B. Recondition the portions of the site so occupied and restore to a condition acceptable to the
8 Architect.

9 PART 2 - PRODUCTS (Not Used)

10 PART 3 - EXECUTION (Not Used)

11

12

END OF SECTION 015000

SECTION 017000 - CONTRACT CLOSEOUT RIPTA – Kennedy Plaza Asphalt Repair

1 SECTION 017000 - CONTRACT CLOSEOUT

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

4 A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the
5 specification are a part of this Section, which shall consist of all labor, equipment and materials
6 necessary to complete all contract closeout work indicated on the drawings and herein
7 specified.

8 1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

9 A. Maintenance of Project Record Documents: Section 010100.

10 B. Submittals relating to Payments: Supplementary Conditions.

11 C. Cleaning for specific products or work: Individual Specification Sections.

12 D. Coordinate the work of this Section with Section 017700.

13 1.3 ITEMS REQUIRED FOR SUBSTANTIAL COMPLETION

14 A. The following is a minimum list of items required for Substantial Completion:

- 15 1. Compliance Certificates.
16 2. Warranties and Guarantees.
17 3. Bonds.
18 4. Certificates and Affidavits.
19 5. Operating and Maintenance Manuals (5 copies).
20 6. Project Record documents.
21 7. Extra materials and samples.
22 8. Tools and spare parts, as specified.
23 9. Requirements for insurance "change-over".
24 10. Change over of locks and transmit keys.
25 11. Complete start-up testing of all equipment and verification.
26 12. Equipment operating instructions of Owner's personnel.
27 13. Final cleaning.

28 1.4 ITEMS REQUIRED FOR FINAL COMPLETION (FINAL ACCEPTANCE)

29 A. The following is a list of items required for Final Completion:

- 30 1. Completion of all punch list items.
31 2. Completion of Substantial Completion requirements.
32 3. Submission of final payment requests and releases.
33 4. Submission of final meter readings and record of stored fuel.
34 5. Submission of Consent of Surety.

CONTRACT CLOSEOUT

SECTION 017000 - CONTRACT CLOSEOUT RIPTA – Kennedy Plaza Asphalt Repair

- 1 1.5 PROJECT CLOSEOUT PROCEDURES (Coordinate with General and Supplementary
2 Conditions)
- 3 A. STEP NO. 1: Substantial Completion.
- 4 1. Contractor prepares "punch list".
5 2. Contractor submits items specified.
6 3. Architect verifies punch list, at which time the "list" will be monetized at the rate of 200%
7 of the estimated value of each item, and that amount retained until completed.
8 4. Architect prepares Certificate of Substantial Completion.
- 9 B. STEP NO. 2: Final Completion.
- 10 1.6 PROJECT RECORD DOCUMENTS
- 11 A. Documents are as specified in Section 010100.
- 12 B. Deliver record documents, including final record drawings, to the Architect.
- 13 1.7 OPERATION AND MAINTENANCE MANUALS
- 14 A. Instruct the Owner's personnel with regard to equipment, systems and operating specialties
15 which are installed as part of this Work.
- 16 B. Submit brochures indicating operating instructions and maintenance schedules for all
17 equipment, systems, operating device and specialties.
- 18 C. Submit detailed maintenance methods and schedules for all materials and equipment provided
19 in this Project.
- 20 1.8 GUARANTEES, BONDS, AFFIDAVITS AND CERTIFICATIONS
- 21 A. In addition to the warranty and guaranty requirements of the General Conditions, provide all
22 other guarantees, bonds, affidavits and certificates required throughout these specifications.
- 23 1.9 FINAL INSPECTION
- 24 A. In conjunction with the final payment procedure of the Supplementary Conditions, a final
25 inspection of the entire project will be conducted, at a mutually agreeable time, by the Owner,
26 Contractor and Architect.
- 27 PART 2 - PRODUCTS (Not Used)
- 28 PART 3 - EXECUTION (Not Used)
29
30
- END OF SECTION 017000

CONTRACT CLOSEOUT

SECTION 017100 – CLEANINGRIPTA – Kennedy Plaza Asphalt Repair

- 1 SECTION 017100 - CLEANING
- 2 PART 1 - GENERAL
- 3 1.1 REQUIREMENTS INCLUDED
- 4 A. Execute cleaning, during progress of the work, and at completion of the work, as required by
5 General Conditions.
- 6 1.2 RELATED REQUIREMENTS
- 7 A. Conditions of the contract.
- 8 B. Each Specification Section: Cleaning for specific products or work.
- 9 1.3 DISPOSAL REQUIREMENTS
- 10 A. Conduct cleaning and disposal operations to comply with all local codes, ordinances,
11 regulations and anti-pollution laws.
- 12 PART 2 - PRODUCTS
- 13 2.1 MATERIALS
- 14 A. Use only those cleaning materials which will not create hazards to health or property and which
15 will not damage surfaces.
- 16 B. Use only those cleaning materials and methods recommended by manufacturer of the surface
17 material to be cleaned.
- 18 C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.
- 19 PART 3 - EXECUTION
- 20 3.1 DURING CONSTRUCTION
- 21 A. Execute periodic cleaning, not less than weekly, to keep the work, the site and adjacent
22 properties free from accumulations of waste materials, rubbish and windblown debris resulting
23 from construction operations.
- 24 B. Provide on-site containers for the collection of waste materials, debris and rubbish per Section
25 015000.
- 26 C. Remove waste materials, debris and rubbish from the site periodically, and dispose of at legal
27 disposal areas away from the site.

CLEANING

SECTION 017100 – CLEANINGRIPTA – Kennedy Plaza Asphalt Repair

1 3.2 DUST CONTROL

- 2 A. Clean interior spaces prior to the start of finish painting, and continue cleaning on an as-needed
3 basis until painting is finished.
- 4 B. Schedule operations so that dust and other contaminants resulting from cleaning process will
5 not fall on wet or newly coated surfaces.

6 3.3 PROGRESSIVE CLEANING

- 7 A. Cleaning during construction is the responsibility of the Contractor. All areas shall be cleaned in
8 a manner acceptable to Owner.

9 3.4 FINAL CLEANING

- 10 A. Final cleaning before final inspection. Interior and exterior areas of the building shall be cleared
11 of all rubbish and thoroughly cleaned by the Contractor, including the following:
- 12 1. All construction facilities, debris, and rubbish shall be removed from the Owner's property
13 and legally disposed of.
- 14 2. All finished surfaces including floors, walls and ceilings shall be swept, dusted, washed,
15 waxed and polished. This includes cleaning of the work of all finished trades where
16 needed, whether or not cleaning for such trades is included in their respective
17 SECTIONS.
- 18 3. All ceilings, wall surfaces, floors, metal work, enameled metals, and the like, shall be
19 cleaned.

20 3.5 OTHER CLEANING

- 21 A. Broom clean exterior paved surfaces, rake clean other surfaces of the grounds disturbed by
22 construction.
- 23 B. Prior to final completion, Contractor shall conduct an inspection of sight-exposed interior and
24 exterior surfaces, and all work areas, to verify that the entire work is clean.
25

26 END OF SECTION 017100

CLEANING

SECTION 017700 - CLOSEOUT PROCEDURES RIPTA – Kennedy Plaza Asphalt Repair

1 SECTION 017700 - CLOSEOUT PROCEDURES

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

- 4 A. Drawings and general provisions of the Contract, including General and Supplementary
5 Conditions and other Division 01 Specification Sections, apply to this Section.

6 1.2 SUMMARY

- 7 A. This Section includes administrative and procedural requirements for contract closeout,
8 including, but not limited to, the following:

- 9 1. Inspection procedures.
10 2. Warranties.
11 3. Final cleaning.

12 1.3 SUBSTANTIAL COMPLETION

- 13 A. Preliminary Procedures: Before requesting inspection for determining date of Substantial
14 Completion, complete the following. List items below that are incomplete in request.

- 15 1. Prepare a list of items to be completed and corrected (punch list), the value of items on
16 the list, and reasons why the Work is not complete.
17 2. Advise Owner of pending insurance changeover requirements.
18 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final
19 certifications, and similar documents.
20 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to
21 services and utilities. Include occupancy permits, operating certificates, and similar
22 releases.
23 5. Prepare and submit Project Record Documents, operation and maintenance manuals,
24 Final Completion construction photographs, damage or settlement surveys, property
25 surveys, and similar final record information.
26 6. Deliver tools, spare parts, extra materials, and similar items to location designated by
27 Owner. Label with manufacturer's name and model number where applicable.
28 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's
29 personnel of changeover in security provisions.
30 8. Complete startup testing of systems.
31 9. Submit test/adjust/balance records.
32 10. Terminate and remove temporary facilities from Project site, along with mockups,
33 construction tools, and similar elements.
34 11. Advise Owner of changeover in heat and other utilities.
35 12. Submit changeover information related to Owner's occupancy, use, operation, and
36 maintenance.
37 13. Complete final cleaning requirements, including touchup painting.
38 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual
39 defects.

- 40 B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of
41 request, Architect will either proceed with inspection or notify Contractor of unfulfilled

CLOSEOUT PROCEDURES

SECTION 017700 - CLOSEOUT PROCEDURES RIPTA – Kennedy Plaza Asphalt Repair

- 1 requirements. Architect will prepare the Certificate of Substantial Completion after inspection or
2 will notify Contractor of items, either on Contractor's list or additional items identified by
3 Architect, that must be completed or corrected before certificate will be issued.
- 4 1. Reinspection: Request reinspection when the Work identified in previous inspections as
5 incomplete is completed or corrected.
6 2. Results of completed inspection will form the basis of requirements for Final Completion.
- 7 1.4 FINAL COMPLETION
- 8 A. Preliminary Procedures: Before requesting final inspection for determining date of Final
9 Completion, complete the following:
- 10 1. Submit a final Application for Payment according to Division 01 Section "Payment
11 Procedures."
12 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be
13 completed or corrected (punch list), endorsed and dated by Architect. The certified copy
14 of the list shall state that each item has been completed or otherwise resolved for
15 acceptance.
16 3. Submit evidence of final, continuing insurance coverage complying with insurance
17 requirements.
18 4. Submit pest-control final inspection report and warranty.
19 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products,
20 equipment, and systems.
- 21 B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request,
22 Architect will either proceed with inspection or notify Contractor of unfulfilled requirements.
23 Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of
24 construction that must be completed or corrected before certificate will be issued.
- 25 1. Reinspection: Request reinspection when the Work identified in previous inspections as
26 incomplete is completed or corrected.
- 27 1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)
- 28 A. Preparation: Submit three copies of list. Include name and identification of each space and
29 area affected by construction operations for incomplete items and items needing correction
30 including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
- 31 1. Organize list of spaces in sequential order, starting with exterior areas first and
32 proceeding from lowest floor to highest floor, unless otherwise directed.
33 2. Organize items applying to each space by major element, including categories for ceiling,
34 individual walls, floors, equipment, and building systems.
35 3. Include the following information at the top of each page:
- 36 a. Project name.
37 b. Date.
38 c. Name of Architect.
39 d. Name of Contractor.
40 e. Page number.

CLOSEOUT PROCEDURES

SECTION 017700 - CLOSEOUT PROCEDURES RIPTA – Kennedy Plaza Asphalt Repair

- 1 1.6 WARRANTIES
- 2 A. Submittal Time: Submit written warranties on request of Architect for designated portions of the
3 Work where commencement of warranties other than date of Substantial Completion is
4 indicated.
- 5 B. Organize warranty documents into an orderly sequence based on the table of contents of the
6 Project Manual.
- 7 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders,
8 thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch
9 paper.
- 10 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark
11 tab to identify the product or installation. Provide a typed description of the product or
12 installation, including the name of the product and the name, address, and telephone
13 number of Installer.
- 14 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES,"
15 Project name, and name of Contractor.
- 16 C. Provide additional copies of each warranty to include in operation and maintenance manuals.
- 17 PART 2 - PRODUCTS
- 18 2.1 MATERIALS
- 19 A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or
20 fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially
21 hazardous to health or property or that might damage finished surfaces.
- 22 PART 3 - EXECUTION
- 23 3.1 FINAL CLEANING
- 24 A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply
25 with local laws and ordinances and Federal and local environmental and antipollution
26 regulations.
- 27 B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each
28 surface or unit to condition expected in an average commercial building cleaning and
29 maintenance program. Comply with manufacturer's written instructions.
- 30 1. Complete the following cleaning operations before requesting inspection for certification
31 of Substantial Completion for entire Project or for a portion of Project:
- 32 a. Clean Project site, yard, and grounds, in areas disturbed by construction activities,
33 including landscape development areas, of rubbish, waste material, litter, and
34 other foreign substances.
- 35 b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other
36 foreign deposits.
- 37 c. Rake grounds that are neither planted nor paved to a smooth, even-textured
38 surface.

CLOSEOUT PROCEDURES

SECTION 017700 - CLOSEOUT PROCEDURES RIPTA – Kennedy Plaza Asphalt Repair

- 1 d. Remove tools, construction equipment, machinery, and surplus material from
- 2 Project site.
- 3 e. Remove snow and ice to provide safe access to building.
- 4 f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition,
- 5 free of stains, films, and similar foreign substances. Avoid disturbing natural
- 6 weathering of exterior surfaces. Restore reflective surfaces to their original
- 7 condition.
- 8 g. Remove debris and surface dust from limited access spaces, including roofs,
- 9 plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- 10 h. Sweep concrete floors broom clean in unoccupied spaces.
- 11 i. Vacuum carpet and similar soft surfaces, removing debris and excess nap;
- 12 shampoo if visible soil or stains remain.
- 13 j. Clean transparent materials, including mirrors and glass in doors and windows.
- 14 Remove glazing compounds and other noticeable, vision-obscuring materials.
- 15 Replace chipped or broken glass and other damaged transparent materials.
- 16 Polish mirrors and glass, taking care not to scratch surfaces.
- 17 k. Remove labels that are not permanent.
- 18 l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces.
- 19 Replace finishes and surfaces that cannot be satisfactorily repaired or restored or
- 20 that already show evidence of repair or restoration.

- 21 1) Do not paint over "UL" and similar labels, including mechanical and
- 22 electrical nameplates.

- 23 m. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and
- 24 similar equipment. Remove excess lubrication, paint and mortar droppings, and
- 25 other foreign substances.
- 26 n. Replace parts subject to unusual operating conditions.
- 27 o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains
- 28 resulting from water exposure.
- 29 p. Replace disposable air filters and clean permanent air filters. Clean exposed
- 30 surfaces of diffusers, registers, and grills.
- 31 q. Clean ducts, blowers, and coils if units were operated without filters during
- 32 construction.
- 33 r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
- 34 Replace burned-out bulbs, and those noticeably dimmed by hours of use, and
- 35 defective and noisy starters in fluorescent and mercury vapor fixtures to comply
- 36 with requirements for new fixtures.
- 37 s. Leave Project clean and ready for occupancy.

- 38 C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or
- 39 excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous
- 40 materials into drainage systems. Remove waste materials from Project site and dispose of
- 41 lawfully.
- 42
- 43

END OF SECTION 017700

SECTION 017839 - PROJECT RECORD DOCUMENTS RIPTA – Kennedy Plaza Asphalt Repair

1 SECTION 017839 - PROJECT RECORD DOCUMENTS

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

- 4 A. Drawings and general provisions of the Contract, including General and Supplementary
5 Conditions and other Division 01 Specification Sections, apply to this Section.

6 1.2 SUMMARY

- 7 A. This Section includes administrative and procedural requirements for Project Record
8 Documents, including the following:

- 9 1. Record Drawings.
10 2. Record Specifications.
11 3. Record Product Data.

- 12 B. Related Sections include the following:

- 13 1. Division 01 Section "Closeout Procedures" for general closeout procedures.

14 1.3 SUBMITTALS

- 15 A. Record Drawings: Comply with the following:

- 16 1. Number of Copies: Submit one set of marked-up Record Prints.

- 17 B. Record Specifications: Submit one copy of Project's Specifications, including addenda and
18 contract modifications.

- 19 C. Record Product Data: Submit one copy of each Product Data submittal.

- 20 1. Where Record Product Data is required as part of operation and maintenance manuals,
21 submit marked-up Product Data as an insert in manual instead of submittal as Record
22 Product Data.

23 PART 2 - PRODUCTS

24 2.1 RECORD DRAWINGS

- 25 A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and
26 Shop Drawings.

- 27 1. Preparation: Mark Record Prints to show the actual installation where installation varies
28 from that shown originally. Require individual or entity who obtained record data,
29 whether individual or entity is Installer, subcontractor, or similar entity, to prepare the
30 marked-up Record Prints.

PROJECT RECORD DOCUMENTS

SECTION 017839 - PROJECT RECORD DOCUMENTS RIPTA – Kennedy Plaza Asphalt Repair

- 1 a. Give particular attention to information on concealed elements that would be
2 difficult to identify or measure and record later.
3 b. Accurately record information in an understandable drawing technique.
4 c. Record data as soon as possible after obtaining it. Record and check the markup
5 before enclosing concealed installations.
- 6 2. Content: Types of items requiring marking include, but are not limited to, the following:
- 7 a. Dimensional changes to Drawings.
8 b. Revisions to details shown on Drawings.
9 c. Actual equipment locations.
10 d. Changes made by Change Order.
11 e. Changes made following Architect's written orders.
12 f. Details not on the original Contract Drawings.
13 g. Field records for variable and concealed conditions.
14 h. Record information on the Work that is shown only schematically.
- 15 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing
16 actual physical conditions, completely and accurately. If Shop Drawings are marked,
17 show cross-reference on the Contract Drawings.
- 18 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish
19 between changes for different categories of the Work at same location.
- 20 5. Mark important additional information that was either shown schematically or omitted
21 from original Drawings.
- 22 6. Note Construction Change Directive numbers, alternate numbers, Change Order
23 numbers, and similar identification, where applicable.
- 24 B. Record Transparencies: Immediately before inspection for Certificate of Substantial
25 Completion, review marked-up Record Prints with Architect. When authorized, prepare a full
26 set of corrected transparencies of the Contract Drawings and Shop Drawings.
- 27 1. Incorporate changes and additional information previously marked on Record Prints.
28 Erase, redraw, and add details and notations where applicable.
29 2. Refer instances of uncertainty to Architect for resolution.
30 3. Owner will furnish Contractor one set of transparencies of the Contract Drawings for use
31 in recording information.
32 4. Print the Contract Drawings and Shop Drawings for use as Record Transparencies.
33 Architect will make the Contract Drawings available to Contractor's print shop.
- 34 C. Record CAD Drawings: Immediately before inspection for Certificate of Substantial Completion,
35 review marked-up Record Prints with Architect. When authorized, prepare a full set of corrected
36 CAD Drawings of the Contract Drawings, as follows:
- 37 1. Format: Same CAD program, version, and operating system as the original Contract
38 Drawings.
39 2. Format: DWG, Version 2004, operating in Microsoft Windows operating system.
40 3. Incorporate changes and additional information previously marked on Record Prints.
41 Delete, redraw, and add details and notations where applicable.
42 4. Refer instances of uncertainty to Architect for resolution.
43 5. Architect will furnish Contractor one set of CAD Drawings of the Contract Drawings for
44 use in recording information.
- 45 a. Architect makes no representations as to the accuracy or completeness of CAD
46 Drawings as they relate to the Contract Drawings.
47 b. CAD Software Program: The Contract Drawings are available in AutoCad 2008.

PROJECT RECORD DOCUMENTS

SECTION 017839 - PROJECT RECORD DOCUMENTS RIPTA – Kennedy Plaza Asphalt Repair

- 1 D. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD
2 DRAWING" in a prominent location.
- 3 1. Record Prints: Organize Record Prints and newly prepared Record Drawings into
4 manageable sets. Bind each set with durable paper cover sheets. Include identification
5 on cover sheets.
- 6 2. Record Transparencies: Organize into unbound sets matching Record Prints. Place
7 transparencies in durable tube-type drawing containers with end caps. Mark end cap of
8 each container with identification. If container does not include a complete set, identify
9 Drawings included.
- 10 3. Record CAD Drawings: Organize CAD information into separate electronic files that
11 correspond to each sheet of the Contract Drawings. Name each file with the sheet
12 identification. Include identification in each CAD file.
- 13 4. Identification: As follows:
- 14 a. Project name.
- 15 b. Date.
- 16 c. Designation "PROJECT RECORD DRAWINGS."
- 17 d. Name of Architect.
- 18 e. Name of Contractor.

19 2.2 RECORD SPECIFICATIONS

- 20 A. Preparation: Mark Specifications to indicate the actual product installation where installation
21 varies from that indicated in Specifications, addenda, and contract modifications.
- 22 1. Give particular attention to information on concealed products and installations that
23 cannot be readily identified and recorded later.
- 24 2. For each principal product, indicate whether Record Product Data has been submitted in
25 operation and maintenance manuals instead of submitted as Record Product Data.
- 26 3. Note related Change Orders, Record Product Data, and Record Drawings where
27 applicable.

28 2.3 RECORD PRODUCT DATA

- 29 A. Preparation: Mark Product Data to indicate the actual product installation where installation
30 varies substantially from that indicated in Product Data submittal.
- 31 1. Give particular attention to information on concealed products and installations that
32 cannot be readily identified and recorded later.
- 33 2. Include significant changes in the product delivered to Project site and changes in
34 manufacturer's written instructions for installation.
- 35 3. Note related Change Orders, Record Specifications, and Record Drawings where
36 applicable.

37 2.4 MISCELLANEOUS RECORD SUBMITTALS

- 38 A. Assemble miscellaneous records required by other Specification Sections for miscellaneous
39 record keeping and submittal in connection with actual performance of the Work. Bind or file
40 miscellaneous records and identify each, ready for continued use and reference.

PROJECT RECORD DOCUMENTS

SECTION 017839 - PROJECT RECORD DOCUMENTS RIPTA – Kennedy Plaza Asphalt Repair

1 PART 3 - EXECUTION

2 3.1 RECORDING AND MAINTENANCE

3 A. Recording: Maintain one copy of each submittal during the construction period for Project
4 Record Document purposes. Post changes and modifications to Project Record Documents as
5 they occur; do not wait until the end of Project.

6 B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in
7 the field office apart from the Contract Documents used for construction. Do not use Project
8 Record Documents for construction purposes. Maintain Record Documents in good order and
9 in a clean, dry, legible condition, protected from deterioration and loss. Provide access to
10 Project Record Documents for Architect's reference during normal working hours.

11
12

END OF SECTION 017839

SECTION 311000 – SITE CLEARING RIPTA – Kennedy Plaza Asphalt Repair

13 SECTION 311000 - SITE CLEARING

14 PART 1 - GENERAL

15 1.1 RELATED DOCUMENTS

16 A. Drawings and general provisions of the Contract, including General and Supplementary Conditions
17 and Division 01 Specification Sections, apply to this Section.

18 1.2 DESCRIPTION OF WORK:

19 A. Site clearing operations include, but are not limited to:
20 1. Removing above-grade improvements.
21 2. Removing below-grade improvements.

22 B. RELATED WORK UNDER OTHER SECTIONS:

23 1. HMA Modified Class 12.5 - Section 321211
24
25 Special Provision 401.9999

26 1.3 PROJECT CONDITIONS:

27 A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or
28 used facilities during site-clearing operations.

29 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without
30 permission from Owner and authorities having jurisdiction.
31 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or
32 authorities having jurisdiction.
33 3. Provide all traffic control required and pay all costs incurred.

34 B. Utility Locator Service: Notify Dig Safe and non dig-safe utilities for area where Project is located
35 before site clearing.

36 C. Protection of Existing Improvements:

37 1. Provide barricades, coverings, and other types of protection to prevent damage to existing
38 improvements indicated to remain in place.
39
40 2. Protect improvements on adjoining properties as well as those on the Owner's property.
41 3. Restore any improvements damaged, to their original condition, as acceptable to the Owners
42 or other parties or authorities having jurisdiction.

43 PART 2 - PRODUCTS

44
45 NOT APPLICABLE.

46 PART 3 - EXECUTION

SITE CLEARING

SECTION 311000 – SITE CLEARING RIPTA – Kennedy Plaza Asphalt Repair

- 47 3.1 SITE CLEARING:
- 48 A. General:
- 49
- 50 1. Protect and maintain benchmarks and survey control points from disturbance during
- 51 construction.
- 52 B. Removal of Above-Grade Improvements:
- 53
- 54 1. Remove surfacing and pavements and other work as specifically indicated.
- 55 3.2 DISPOSAL OF SURPLUS AND WASTE MATERIALS:
- 56 A. Burning on Owner's Property:
- 57
- 58 1. Burning of combustible cleared and grubbed materials is not permitted on the Owner's
- 59 property.
- 60 B. Removal from Owner's Property:
- 61
- 62 1. Remove surplus soil material, obstructions, demolished materials, and waste materials
- 63 including trash and debris, and legally dispose of them off Owner's property.
- 64
- 65

END OF SECTION 31

SECTION 321221 – MODIFIED HOT MIX ASPHALT CLASS 12.5 RIPTA – Kennedy Plaza Asphalt Repair

1 SECTION 321221 – MODIFIED HOT MIX ASPHALT CLASS 12.5 FOR HEAVY BUS STOPS

2 RELATED DOCUMENTS

3 A. Drawings and general provisions of the Contract, including General and Supplementary
4 Conditions and Division 01 Specification Sections, apply to this Section.

5 RELATED WORK UNDER OTHER SECTIONS:

6 A. Site Clearing - Section 311000

7 B. Reference specifications and details hereinafter indicated are an integral part of this
8 specification.

9
10 1. State of Rhode Island Standard Specifications for Road and Bridge Construction, 2004
11 edition with changes, hereinafter referred to as the "State Specifications".

12
13 2. Rhode Island Department of Transportation, Division of Public Works, Standard Details
14 1998 with changes, hereinafter referred to as the "Standard Details".

15 ACTION SUBMITTALS

16 C. Product Data: For each type of product.

17 1. Job-Mix Designs: **A new mix design will be required, since this mix will**
18 **use much less binder than the RIDOT currently approved mixes.**

19
20 2. Certification, by authorities having jurisdiction, of approval of each job mix proposed for
21 the Work.

22
23 **Special Provision 401.9999**
24 **Modified Class 12.5 HMA for Heavy Bus Stops**

25
26 **401.01.1 Description**

27 D. Modified Class 12.5 HMA for heavy bus stops shall conform to the requirements of the RI
28 Standard Specifications for Road and Bridge Construction with the following exceptions and
29 modifications.

30 E. All asphalt concrete paving work indicated on the drawings and herein specified.

31
32 **401.02 Materials.**

33
34 1. Aggregate

35
36 The aggregate shall conform to the 10 to <30 million ESAL requirements of Table 5 in
37 AASHTO M 323. No natural sand shall be used. All aggregate properties of Section
38 M.03 shall apply.

39
40 2. Performance Graded Binder

SECTION 321221 – MODIFIED HOT MIX ASPHALT CLASS 12.5 RIPTA – Kennedy Plaza Asphalt Repair

1
2 The binder shall meet the requirements of PG 64-28, Grade E as specified in AASHTO
3 M 320 and MP 19. The nonrecoverable creep compliance versus percent recovery of
4 the binder shall fall above the curve in Figure X2.1 in Appendix X2 of TP-70 when
5 plotted. The contractor may use an approved warm mix additive (WMA) at a dosage
6 rate recommended by the manufacturer. If a WMA is used it shall be provided at no
7 additional cost to the State.
8

9 3. Mix Design

10
11 HMA mixes shall conform to AASHTO M 323, "Standard Specification for Superpave
12 Volumetric Mix Design". The design procedure shall follow AASHTO R 35 "Standard
13 Practice for Superpave Volumetric Design for Hot-Mix Asphalt (HMA)". The design
14 specifications found in AASHTO M 323 shall supersede those found in the Standard
15 Specifications for Road and Bridge Construction. A mix design using PG64-28 Grade S
16 shall be used to determine the design binder content. The voids in the mineral
17 aggregate (VMA) and $VMA_{\text{effective}}$ shall be calculated for each asphalt content during the
18 mix design process. The following specific requirements and exceptions to AASHTO M
19 323 shall apply.
20

- 21 a. N_{initial} shall be 8, N_{design} shall be 100 and N_{max} shall be 160 gyrations.
22
23 b. A moisture susceptibility test will not be required.
24
25 c. The mix shall be designed at 4% voids.
26
27 d. The VMA shall be greater than or equal to 14.0%.
28
29 e. The VFA shall be 65 to 75 percent.
30
31 f. The mix shall be coarse graded as defined in Section 6.1.3 of AASHTO M
32 323.
33
34 g. The dust to binder ratio ($P_{0.075}/P_{\text{be}}$) shall be 0.6 – 1.2. The design effective
35 binder content shall be used to calculate this ratio.
36
37 h. No RAP will be allowed in the mix.
38
39 i. In addition to the sieves listed in Table 3 of AASHTO M 323, the 0.600 mm,
40 0.300 mm and 0.150 mm sieves will be required. The 50.0 mm and 37.5 mm
41 sieves will not be required.
42

43 The following procedures shall be adhered to for the mix design:
44

- 45 • Three trial blends shall be submitted and accepted before beginning the mix
46 design procedure.

SECTION 321221 – MODIFIED HOT MIX ASPHALT CLASS 12.5 RIPTA – Kennedy Plaza Asphalt Repair

- All trial mixture data and calculations determined for Section 9 of AASHTO R 35 shall be submitted to the Engineer. The Engineer will determine which trial mixture shall be used for the mix design procedure.
- After the mix design is completed it shall be submitted to the Engineer for acceptance.
- The correction factors for the ignition furnace in the plant lab shall be provided.

The gyratory cores and Rice (AASHTO T 209) samples at the design binder content shall be submitted to the Engineer.

A successful plant trial batch shall be performed before production of the HMA begins.

401.03 Construction Methods.

1. Plant Laboratory

In addition to the requirements of Section 930, the contractor provided lab shall be equipped with the following:

Gyratory compactor conforming to AASHTO T 312 and two molds.

All equipment required to determine the theoretical maximum specific gravity in accordance with AASHTO T 209 Test Method A and Section 13.1. A metal pycnometer and electronic digital vacuum gauge shall also be provided.

All sieves required for the mix design process.

Facilities and equipment to perform a wet-wash in accordance with AASHTO T-30 and a faucet spray hose shall be provided.

2. Mix Production

Samples will be taken at the plant every 600 tons. The following mix production tolerances shall apply:

- a. The air voids (V_a) shall be 3.0 – 5.0 percent.

The following tolerances for gradation shall apply:

19.0mm	100%
12.5mm	90% - 100%
9.5mm	90% max
2.36mm	Established by the mix design $\pm 5\%$
0.075mm	Greater than or equal to 2.0%

SECTION 321221 – MODIFIED HOT MIX ASPHALT CLASS 12.5 RIPTA – Kennedy Plaza Asphalt Repair

1
2 In-place density shall be a minimum of 92.0% of the theoretical maximum density
3 obtained at the plant.
4 A minimum of two (2) in-place density test shall be performed on each patch.

5
6 **401.05 Basis of Payment.**

7
8 This is a lump sum project.

9
10 END OF SECTION 321221

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Invitation for Bids Number 14-05
DRAWINGS

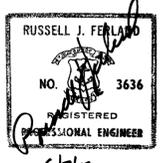
1 **Bidders desiring more detailed**
2 **drawings for this project may**
3 **contact Mr. John Racine of**
4 **Robinson Green Beretta at (401)**
5 **272-1730 to purchase them**
6

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Certification



6/7/13

Drawn by RAJ
Checked by RJF

Revised on

GENERAL NOTES:

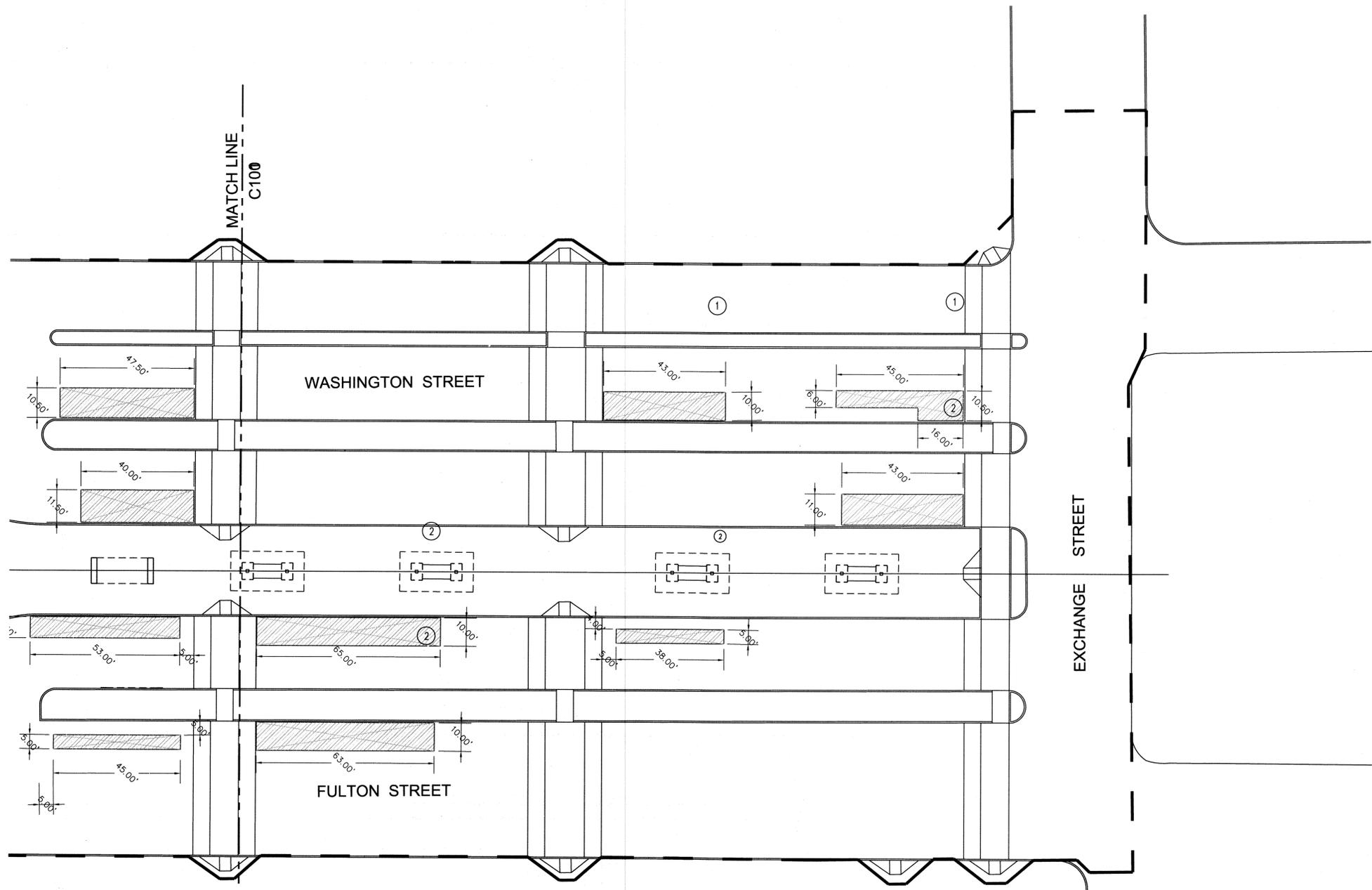
- BEFORE BEGINNING ANY EXCAVATION OR DEMOLITION, GIVE A MINIMUM OF SEVENTY-TWO (72) HOUR NOTICE EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS, TO ALL UTILITY COMPANIES WITHIN THE AREA. ALSO, CALL "DIG SAFE" AT 1-888-344-7233 OR 811 IN MAINE, NEW HAMPSHIRE, VERMONT, MASSACHUSETTS AND RHODE ISLAND, TO NOTIFY MEMBER UTILITIES. PRIOR TO NOTIFYING "DIG SAFE", THE AREA OF PROPOSED EXCAVATION MUST BE PRE-MARKED WITH WHITE PAINT. CONTRACTOR SHALL ALSO CONFORM TO CHAPTER 39-1.2 OF THE GENERAL LAWS OF THE STATE OF RHODE ISLAND, ENTITLED "EXCAVATION NEAR UNDERGROUND UTILITY FACILITIES". (CT 1-800-922-4455 OR 1-203-281-5435)
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS.
- ALL WORK SHALL CONFORM TO RIDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2004 EDITION, INCLUDING ALL REVISIONS AND THE RI STANDARD DETAILS.
- ALL TRAFFIC CONTROL SHALL CONFORM TO THE LATEST MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING ALL REVISIONS.
- SITE WILL BE PUBLICLY OCCUPIED DURING CONSTRUCTION. SCHEDULE ALL WORK WITH RIPTA PRIOR TO COMMENCING FOR EACH BUS LANE. ONLY WORK ON ONE BUS LANE AT A TIME. PROVIDE ALL VEHICLE AND PEDESTRIAN BARRICADES, SIGNAGE AND WORK PROTECTION AS NECESSARY TO PREVENT INJURY TO PEDESTRIANS AND/OR VEHICLES AT ALL TIMES DURING CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR PUBLIC SAFETY DURING WORK HOURS AND FOR PROVIDING PROPER AND ADEQUATE BARRICADES FOR PUBLIC SAFETY DURING OFF WORK HOURS.

LEGEND

- REMOVE AND DISPOSE EXISTING PATCH MATERIAL APPROX. 3" THICK. PROVIDE TACK COAT ON EXISTING ASPHALT BASE. REPLACE W/ NEW MODIFIED CLASS 12.5 HMA - IN ONE 3" LAYER.
- REMOVE AND DISPOSE EXISTING PATCH TO EXISTING CONC. BASE THICK. REPLACE W/ NEW MODIFIED CLASS 12.5 HMA - IN ONE 3" LAYER.

TYPICAL TACK COAT: APPLY UNIFORMLY TO SURFACES OF EXISTING PAVEMENT PER "STANDARD SPECIFICATIONS"

- ALLOW TACK COAT TO CURE UNDISTURBED BEFORE APPLYING HOT-MIX ASPHALT PAVING.
- AVOID SMEARING OR STAINING ADJOINING SURFACES, AND SURROUNDINGS. REMOVE SPILLAGES AND CLEAN AFFECTED SURFACES.



REPAIR SITE PLAN
Scale: 1" = 250'
PART-2



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Providence, Rhode Island 02908
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Architecture · Engineering · Interior Design

Project

**KENNEDY PLAZA
ASPHALT REPAIR**



**KENNEDY PLAZA
PROVIDENCE, RI**

Drawing Status
ISSUE FOR Construction

Issued On JUN/7/ 2013

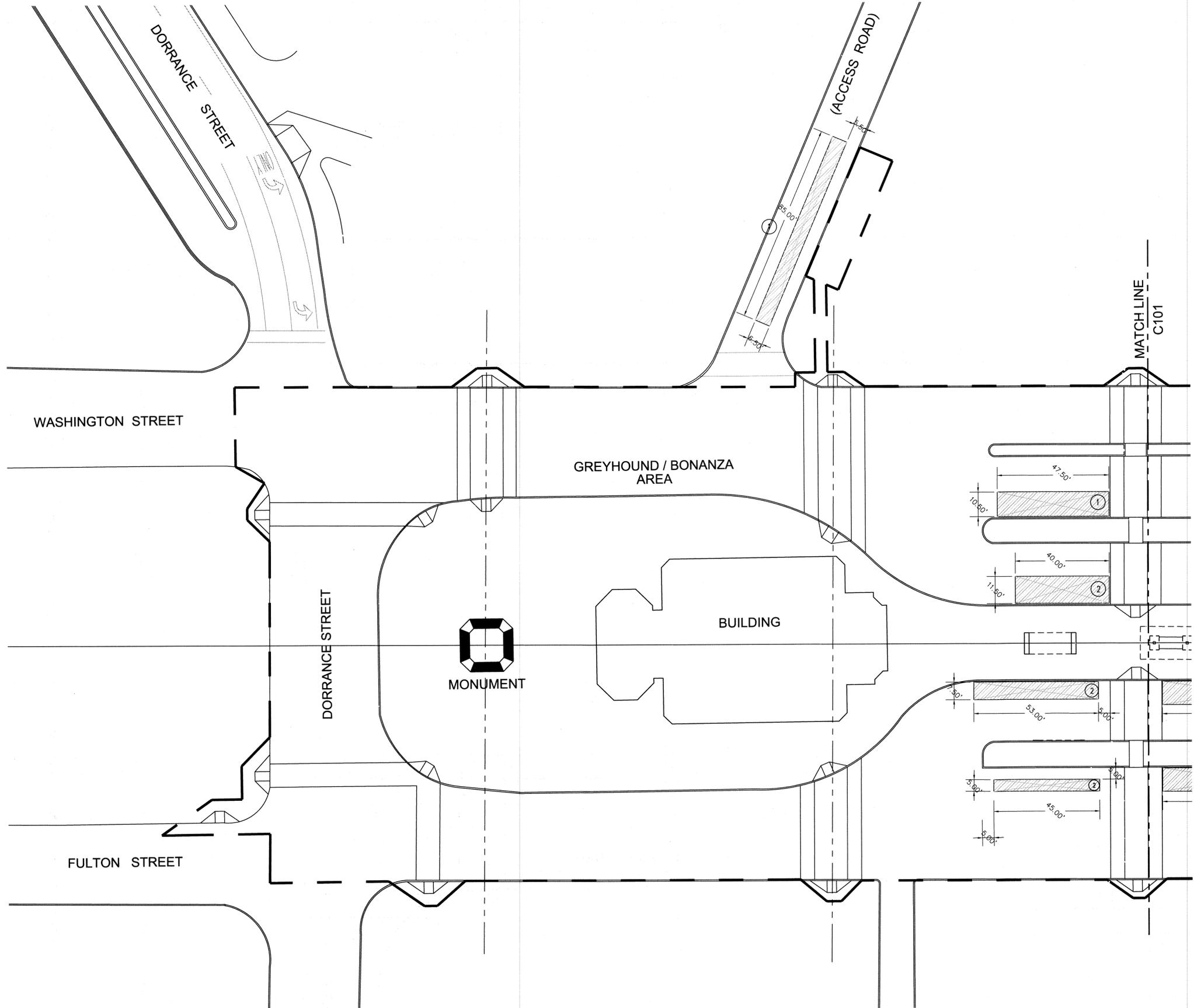
Sheet Contents
**REPAIR SITE PLAN
PART 2 OF 2**

Project Number. 6060

Drawing No.

C-101

Sheet 2 of 2



GENERAL NOTES:

- BEFORE BEGINNING ANY EXCAVATION OR DEMOLITION, GIVE A MINIMUM OF SEVENTY-TWO (72) HOUR NOTICE EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS, TO ALL UTILITY COMPANIES WITHIN THE AREA. ALSO, CALL "DIG SAFE" AT 1-888-344-7233 OR 811 IN MAINE, NEW HAMPSHIRE, VERMONT, MASSACHUSETTS AND RHODE ISLAND, TO NOTIFY MEMBER UTILITIES. PRIOR TO NOTIFYING "DIG SAFE", THE AREA OF PROPOSED EXCAVATION MUST BE PRE-MARKED WITH WHITE PAINT. CONTRACTOR SHALL ALSO CONFORM TO CHAPTER 39-112 OF THE GENERAL LAWS OF THE STATE OF RHODE ISLAND, ENTITLED "EXCAVATION NEAR UNDERGROUND UTILITY FACILITIES". (CT 1-800-922-4455 OR 1-203-281-5435)

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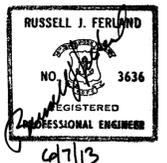
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Drawn by RAJ
Checked by RJF

Revised on

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RGB
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Project

KENNEDY PLAZA
ASPHALT REPAIR



KENNEDY PLAZA
PROVIDENCE, RI

Drawing Status
ISSUE FOR CONSTRUCTION

Issued On JUN/7/2013

Sheet Contents
REPAIR SITE PLAN PART 1 OF 2

Project Number. 6060

Drawing No.

C-100

Sheet 1 of 2

① **REPAIR SITE PLAN**
Scale: 1" = 250'
PART-1

PROJECT NORTH

AIA[®] Document A107[™] – 2007

Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope

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

BETWEEN the Owner:
(Name, legal status, address and other information)

Rhode Island Public Transit Authority
705 Elmwood Avenue
Providence, RI 02907

and the Contractor:
(Name, legal status, address and other information)

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

RIPTA Kennedy Plaza Paving
705 Elmwood Avenue
Providence, RI 02907

The Architect:
(Name, legal status, address and other information)

The Robinson Green Beretta Corporation
50 Holden Street
Providence, RI 02908

The Owner and Contractor agree as follows.

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.

Int.

TABLE OF ARTICLES

1	THE WORK OF THIS CONTRACT
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENT
5	DISPUTE RESOLUTION
6	ENUMERATION OF CONTRACT DOCUMENTS
7	GENERAL PROVISIONS
8	OWNER
9	CONTRACTOR
10	ARCHITECT
11	SUBCONTRACTORS
12	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13	CHANGES IN THE WORK
14	TIME
15	PAYMENTS AND COMPLETION
16	PROTECTION OF PERSONS AND PROPERTY
17	INSURANCE & BONDS
18	CORRECTION OF WORK
19	MISCELLANEOUS PROVISIONS
20	TERMINATION OF THE CONTRACT
21	CLAIMS AND DISPUTES

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Int.

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

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.2.2 Unit prices, if any:
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.2.3 Allowances included in the stipulated sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
------	-----------

Init.

§ 3.3 COST OF THE WORK PLUS CONTRACTOR'S FEE

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4 COST OF THE WORK PLUS CONTRACTOR'S FEE WITH A GUARANTEED MAXIMUM PRICE

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4.3 GUARANTEED MAXIMUM PRICE

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 3.4.3.3 Unit Prices, if any:

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

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.4.3.4 Allowances included in the Guaranteed Maximum Price, if any:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance
------	-----------

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

ARTICLE 4 PAYMENTS

§ 4.1 PROGRESS PAYMENTS

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

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Init.

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the . day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 Retainage, if any, shall be withheld as follows:

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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

%

§ 4.2 FINAL PAYMENT

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and
- .3 a final Certificate for Payment has been issued by the Architect.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by, mediation pursuant to Section 21.3, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 21.4 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

Init.

§ 6.1.2 The Supplementary and other Conditions of the Contract:

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

§ 6.1.3 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

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

§ 6.1.4 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 6.1.5 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 6.

§ 6.1.6 Additional documents, if any, forming part of the Contract Documents:

- .1 Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

- .3 Other documents:
(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 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

Init.

construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 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.

§ 7.4 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 Architect and the Architect'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.

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

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

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

§ 7.6 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 transmission, unless otherwise provided in the Agreement or in the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 8.1.1 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.3 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the 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 is 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.

§ 8.3 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 ten-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, without prejudice to any other remedy the Owner may

Init.

have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

ARTICLE 9 CONTRACTOR

§ 9.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 9.1.1 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.

§ 9.1.2 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 8.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect 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.

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

§ 9.2 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 9.2.1 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.

§ 9.2.2 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.

§ 9.3 LABOR AND MATERIALS

§ 9.3.1 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.

§ 9.3.2 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 skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality 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 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 under normal usage.

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§ 9.5 TAXES

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

§ 9.6 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

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

§ 9.6.2 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. 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.

§ 9.7 ALLOWANCES

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall not include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, and profit.

§ 9.8 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect'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 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.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 SUBMITTALS

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect 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. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.10 USE OF SITE

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

§ 9.11 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 CLEANING UP

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 material from and about the Project.

§ 9.13 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 Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 9.14 ACCESS TO WORK

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

§ 9.15 INDEMNIFICATION

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 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 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 The Architect will visit the site at intervals appropriate to the stage of the 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 a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will 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, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or

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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.

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

§ 10.5 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.6 The Architect 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.

§ 10.7 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.8 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

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

ARTICLE 11 SUBCONTRACTORS

§ 11.1 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.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. 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. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the 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 the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Article 21.

§ 12.2 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 activities with theirs as required by the Contract Documents.

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§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have 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 shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 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.

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

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.4.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 APPLICATIONS FOR PAYMENT

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such

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data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used in reviewing the Contractor's Applications for Payment.

§ 15.1.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 15.1.3 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 stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.1.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.2 CERTIFICATES FOR PAYMENT

§ 15.2.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.2.3.

§ 15.2.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect 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.

§ 15.2.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.2.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, 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;

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

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

§ 15.3 PROGRESS PAYMENTS

§ 15.3.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment, 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 similar manner.

§ 15.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 15.3.3 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.

§ 15.4 SUBSTANTIAL COMPLETION

§ 15.4.1 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.

§ 15.4.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect 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.

§ 15.4.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.4.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.5 FINAL COMPLETION AND FINAL PAYMENT

§ 15.5.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could

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be filed, or 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 costs and reasonable attorneys' fees.

§ 15.5.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 15.5.4 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.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 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. 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.

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 and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property 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 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect 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 9.15.

§ 16.2 HAZARDOUS MATERIALS

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

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 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.

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§ 16.2.3 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.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 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, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 9.15. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include: (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 17.2 OWNER'S LIABILITY INSURANCE

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

§ 17.3 PROPERTY INSURANCE

§ 17.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and 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 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 17.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

§ 17.3.2 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. 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 days' prior written notice has been given to the Contractor.

§ 17.3.3 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 12, 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 Section 17.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 12, 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.

§ 17.3.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner 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. The Contractor shall pay Subcontractors their just shares of insurance proceeds

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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.

§ 17.4 PERFORMANCE BOND AND PAYMENT BOND

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

§ 17.4.2 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 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.2.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 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.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.4.

§ 19.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. 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

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authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect 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 the costs to the Contractor.

§ 19.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

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 period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 19.4.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 15.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 TERMINATION BY THE OWNER FOR CAUSE

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon 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.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect'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 Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.8 and Sections

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15.5.3 and 15.5.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.3 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.4 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.5 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.6 Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.7 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.8 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

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