

SOLICITATION INFORMATION

May 12, 2011

RFQ #7448661

**TITLE: MACKAL FIELD HOUSE FLOORING
REPLACEMENT, URI**

CLOSING DATE AND TIME: 6/16/11 AT 1:45 PM

PRE-BID/ PROPOSAL CONFERENCE: YES DATE: 6/1/11 TIME: 10:00 AM

MANDATORY: NO

**LOCATION: URI – MACKAL FIELD HOUSE
2ND FLOOR CONFERENCE ROOM
400 EAST AVENUE
WARWICK, RI**

SURETY REQUIRED: YES

BOND REQUIRED: YES

JOHN O'HARA II
CHIEF BUYER



JOH:da

**Vendors register on-line at the State Purchasing Website at www.purchasing.ri.gov
to be able to download a Bidder Certification Cover Form.**

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

DOCUMENT 00100 - INVITATION TO BID

Bid # 7448661

State Req. # 1221861

Purchaser: The Department of Administration, Division of Purchases
One Capitol Hill, Providence, RI 02908

Owner: State of Rhode Island Board of Governors for Higher Education
80 Washington Street, Providence, RI 02903

Architect: Lamborghini/Feibelman Ltd.
14 Imperial Place, Suite 201
Providence, RI 02903-4639

Project: Mackal Field House
Flooring Replacement Project
University of Rhode Island
Kingston, RI

Completion Date: September 23, 2011

Athletic Flooring Installation Contractors who are approved by Mondo America Inc. to install Mondo athletic flooring products are invited to submit an offer under seal to the Purchaser at the above address, for construction of the above Project, on or before:

Time: 1:45 PM Date: 6/16/11

Plans and Specifications are available for download from the Rhode Island Division of Purchases website at www.purchasing.ri.gov.

Bidders will be required to provide Bid security in the form of a Bid Bond, or a certified check, payable to the STATE OF RHODE ISLAND in the amount of a sum no less than 5 percent of the Bid Price.

The Owner will hold a prebid conference at: URI – Mackal Field House
2nd Floor Conference Room
Kingston, RI

Time: 10:00 AM Date: 6/1/11

Refer to Document 00200 - Instructions to Bidders, for other Bidding requirements.

Bidder's attention is referred to State requirements pertaining to conditions of employment to be observed, including the Equal Employment Opportunity Act. This project is subject to Chapter 37-14.1 7 of Rhode Island General Laws and regulations promulgated there-under which require that ten percent (10%) of the dollar value of work performed on the project must be performed by Minority Business Enterprises, and wage rates to be paid under the Contract for this Project must be in accordance with those prevailing wages on file at the Rhode Island Department of Labor, Office of the Director. Bidders are subject to the terms, conditions, and provisions of Chapters 2, 12, 13, and 14 1 of Title 37, general laws of the State of Rhode Island, 1956 as amended.

The Division of Purchases reserves the right to accept or reject any or all offers.

John O'Hara II
Chief Buyer

END OF DOCUMENT

**THE
UNIVERSITY
OF RHODE ISLAND**

PROJECT MANUAL

**Mackal Field House
Flooring Replacement Project**

Kingston Campus

OFFICE OF CAPITAL PROJECTS
Paul M. DePace, P. E., Director

ARCHITECT:
Lamborghini / Feibelman, Ltd.
14 Imperial Place, Suite 201
Providence, RI 02903-4639
401-272-4505

February 15, 2011

DOCUMENT 00010 - TABLE OF CONTENTS

INTRODUCTORY INFORMATION

- 00010 Table of Contents
- 00015 List of Drawings

BIDDING AND CONTRACT REQUIREMENTS

- 00100 Invitation to Bid
- 00200 Instructions to Bidders
- 00300 Information Available to Bidders
- 00410 Bid Form
- 00430 Bid Security Form
- 00450 Bidder's Qualification Form
- 00520 Agreement Form
- 00610 Performance Bond; Payment Bond
- 00614 Waiver of Lien Form
- 00700 General Conditions
- 00850 Prevailing Wage Rates
- 00900 Addenda and Modifications

PART 1 - SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

- 01100 Summary of Work
- 01200 Price and Payment Procedures
- 01300 Administrative Procedures
- 01330 Submittal Procedures
- 01400 Quality Requirements
- 01500 Temporary Facilities and Controls
- 01600 Product Requirements
- 01700 Execution Requirements
- 01780 Closeout Submittals

DIVISION 2 – SITE AND EXISTING CONSTRUCTION

- 024119 Selective Structure Demolition

DIVISION 5 – METALS

- 055000 Metal Fabrications

DIVISION 9 FINISHES

- 096513 Resilient Base and Accessories
- 096566 Resilient Athletic Flooring
- 099656 Epoxy Moisture Mitigation Systems

END OF DOCUMENT

DOCUMENT 00015 - LIST OF DRAWINGS

Dwg. No.	Drawing Title
A1.1	Floor Plan
A1.2	Flooring Diagram: Floor Plan Showing New Flooring Types
A1.3	Floor Plan and Details

END OF DOCUMENT

DOCUMENT 00100 - INVITATION TO BID

Bid # _____

State Req. # _____

Purchaser: The Department of Administration, Division of Purchases
One Capitol Hill, Providence, RI 02908

Owner: State of Rhode Island Board of Governors for Higher Education
80 Washington Street, Providence, RI 02903

Architect: Lamborghini/Feibelman Ltd.
14 Imperial Place, Suite 201
Providence, RI 02903-4639

Project: Mackal Field House
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University of Rhode Island
Kingston, RI

Completion Date: September 23, 2011

Athletic Flooring Installation Contractors who are approved by Mondo America Inc. to install Mondo athletic flooring products are invited to submit an offer under seal to the Purchaser at the above address, for construction of the above Project, on or before:

Time: _____ Date: _____

Plans and Specifications are available for download from the Rhode Island Division of Purchases website at www.purchasing.ri.gov.

Bidders will be required to provide Bid security in the form of a Bid Bond, or a certified check, payable to the STATE OF RHODE ISLAND in the amount of a sum no less than 5 percent of the Bid Price.

The Owner will hold a prebid conference at the _____

Time: _____ Date: _____

Refer to Document 00200 - Instructions to Bidders, for other Bidding requirements.

Bidder's attention is referred to State requirements pertaining to conditions of employment to be observed, including the Equal Employment Opportunity Act. This project is subject to Chapter 37-14.1.7 of Rhode Island General Laws and regulations promulgated there-under which require that ten percent (10%) of the dollar value of work performed on the project must be performed by Minority Business Enterprises, and wage rates to be paid under the Contract for this Project must be in accordance with those prevailing wages on file at the Rhode Island Department of Labor, Office of the Director. Bidders are subject to the terms, conditions, and provisions of Chapters 2, 12, 13, and 14.1 of Title 37, general laws of the State of Rhode Island, 1956 as amended.

All bidders MUST register online at www.purchasing.ri.gov. A RIVIP generated Bidder Certification Cover Form MUST accompany each bid. Should you need assistance in registering or downloading a bid, call (401) 222-3766. Failure to comply may result in disqualification.

The referenced prevailing wage table may have been revised. It is the contractor's responsibility to use the current prevailing wage table. The table may be obtained at the RI Division of Purchases Home Page at www.purchasing.ri.gov.

The Division of Purchases reserves the right to accept or reject any or all offers.

Lorraine A. Hynes, Assistant Director
Interim State Purchasing Agent

END OF DOCUMENT

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS**TABLE OF ARTICLES**

- | | |
|-----------------------------|---|
| 1. DEFINITIONS | 6. POST-BID INFORMATION |
| 2. BIDDER'S REPRESENTATIONS | 7. PERFORMANCE BOND AND PAYMENT BOND |
| 3. BIDDING DOCUMENTS | 8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR |
| 4. BIDDING PROCEDURES | |
| 5. CONSIDERATION OF BIDS | |

ARTICLE 1 – DEFINITIONS

1.1 Bidding Documents include the Bidding and Contract Requirements and the proposed Contract Documents. The Bidding and Contract Requirements consist of the Invitation to Bid, Instructions to Bidders, the Bid Form, and other sample bidding and contract forms. The proposed Contract Documents consist of the Agreement Form between the Owner and the Contractor, the General Conditions, Drawings, Specifications, and Addenda issued prior to execution of the Contract.

1.2 Definitions set forth in Document 00700 – General Conditions, or in other Contract Documents are applicable to the Bidding Documents.

1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

1.4 A bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform Work described in the Bidding Documents as the base, to which Work may be added, or from which Work may be deleted for sums stated in Alternate Bids.

1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services, or a portion of the Work as described in the Bidding Documents.

1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 – BIDDER'S REPRESENTATION

2.1 The Bidder by making a Bid represents that:

2.1.1 The Bidder has read and understands the Bidding Documents, or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

2.1.2 The Bid is made in compliance with the Bidding Documents.

2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents. Claims for additional costs will not be accepted due to the Bidder's lack of knowledge of verifiable existing conditions.

2.1.4 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

ARTICLE 3 – BIDDING DOCUMENTS**3.1 COPIES**

3.1.1 Plans and Specifications are available for download from the Rhode Island Division of Purchases website at www.purchasing.ri.gov.

3.1.2 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor the Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of the Bidding Documents.

3.1.3 Copies of the Bidding Documents are made available on the above terms, only through the website of the Rhode Island Division of Purchases, for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall carefully study and compare parts of the Bidding Documents with each other, and with other work being bid concurrently, or presently under construction, to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least ten days prior to the date for receipt of Bids.

3.2.3 Interpretations, corrections, and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections, and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

3.3 SUBSTITUTIONS

3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

3.3.2 No substitutions will be considered prior to receipt of Bids unless a written request for approval has been received by the Architect at least ten (10) workdays prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth such changes in other materials, equipment, or other portions of the Work including changes in the Work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

3.3.4 No substitutions will be considered after the Contract Award unless specifically provided for in the Contract Documents.

3.4 ADDENDA

3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that Purpose.

3.4.3 Addenda will be issued no later than five (5) workdays prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids, or one which includes postponement of the date of receipt of Bids.

3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 – BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

4.1.2 All blanks on the Bid Form shall be legibly executed in a non-erasable medium.

4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

4.1.4 The signer of the Bid must initial interlineations, alterations, and erasures.

4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter “No Change”.

4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder’s refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the Bid Form, nor qualify the Bid in any other manner.

4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. The person, or persons legally authorized to bind the Bidder to a Contract, shall sign each copy. A Bid by a corporation shall further indicate the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent’s authority to bind the Bidder.

4.1.8 All bidders must register online at www.purchasing.ri.gov. A RIVIP generated Bidder Certification Cover form must accompany each bid. Should you need assistance in registering or downloading a bid form, call (401)-222-3766. Failure to comply may result in disqualification.

4.2 BID SECURITY

4.2.1 Each Bid shall be accompanied by a Bid Security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such a Contract or fail to furnish such bonds, if required, the amount of the Bid Security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Paragraph 6.2.

4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, bound herein as part of Document 00430 – Bid Security Form, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

4.2.3 The Owner will have the right to retain the bid surety of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

4.3 SUBMISSION OF BIDS

4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder’s name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate envelope with the notation “SEALED BID ENCLOSED” on the face thereof.

4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

4.3.4 Oral, telephonic, facsimile, or other electronically transmitted Bids will not be considered.

4.4 MODIFICATION OR WITHDRAWAL OF BID

4.4.1 A Bid may not be modified, withdrawn, or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

4.4.2 Prior to the time and date designated for the receipt of Bids, a submitted Bid may be modified or withdrawn by notice to the party receiving the Bids at the place designated for the receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the time and date set for receipt of Bids. A change shall be so worded as to not reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

4.4.4 Bid Security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 – CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

5.1.1 At the discretion of the Owner, if stipulated in the Advertisement, or the Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

5.2 REJECTION OF BIDS

5.2.1 The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required Bid Security, or other data required by the Bid Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 It is the intent of the Owner to award a Contract to the lowest Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgement, is in the Owner's own best interests.

5.3.1.1 Minority Business Enterprises: Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the State reserves the right to apply additional consideration to offers, and to direct awards to Bidders other than the responsive Bid representing the lowest price, where:

- .1** the offer is fully responsive to the terms and conditions of the request;
- .2** the offer is determined to be within a competitive range (not to exceed 5 percent higher than the lowest responsive price offer) for the product or service;
- .3** the firm making the offer has been certified by the State of Rhode Island Department of Economic Development to be a small business concern meeting criteria established to be a Minority Business Enterprise.

5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 – POST BID INFORMATION**6.1 CONTRACTOR’S QUALIFICATION STATEMENT**

6.1.1 Bidders to whom award of Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor’s Qualification Statement, a copy of which is bound herein in Document 00450 - Bidder’s Qualification Form, unless such a statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

6.2 SUBMITTALS

6.2.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- .1** a designation of the Work to be performed with the Bidder’s own forces;
- .2** names of manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work
- .3** names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work; and
- .4** names of persons and dollar value of sub-contract Work to be performed by Minority Business Enterprises in accordance with the State’s requirement that 10 percent of the dollar value of the Work performed against contracts for construction exceeding \$5,000.00 shall be performed by Minority Business Enterprises where it has been determined that sub-contract opportunities exist and where certified Minority Business Enterprises are available. A Bidder may count towards its MBE, DBE, or WBE goals 60 percent of its expenditures for materials and supplies required and obtained from MBE, DBE, or WBE regular manufacturers. Awards of this type shall be subject to approval by the Director of Administration of a Sub-Contracting Plan submitted by the Bidder receiving the Award.

6.2.2 The Bidder will be required to establish to the satisfaction of the Owner and the Architect the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

6.2.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or the Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or the Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder’s option, (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid, or Alternate Bid, to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted Bid price, or disqualify the Bidder. In the event of either withdrawal or disqualification, Bid Security will not be forfeited.

6.2.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and the Architect.

ARTICLE 7 – PERFORMANCE BOND AND PAYMENT BOND**7.1 BOND REQUIREMENTS**

7.1.1 The Bidder shall furnish bonds covering the faithful performance of the Contract and Payment of all obligations arising thereunder. Bonds may be secured through a federally listed surety company licensed to do business in the State of Rhode Island. Their costs shall be included in the Bid.

7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of Bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

7.1.3 If the Owner requires that bonds be secured from other than the Bidder’s usual sources, changes in cost will be adjusted as provided in the Contract Documents.

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 The Bidder shall deliver the required bonds to the Owner prior to the date of execution of the Contract.

7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond, a copy of which is bound herein in Document 00610 – Performance Bond; Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

7.2.3 The bonds shall be dated before the date of the Contract.

7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 – FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

8.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum, a copy of which is either bound herein, or referred to, in Document 00520 – Agreement Form.

END OF DOCUMENT

DOCUMENT 00410 - BID FORM

Date: _____

To: The Department of Administration, Division of Purchases
One Capitol Hill, Providence, RI 02908

Project: Mackal Field House
Flooring Replacement Project
University of Rhode Island
Kingston, RI

Submitted by: _____
(include address,
tel. & FAX nos.) _____

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 Lamborghini/ Feibelman Ltd. , 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 specified Contingency Allowance Allowance from Section 01200 in Division 1 of the Specifications, in the above Bid Sum.

Contingency Allowance: \$ 100,000.

We propose to modify the above Bid Sum by the following amounts as identified by a numbered Alternatives specified in Division 1 of the Specifications, and as may be selected by the Owner:

Alternative No. 1 add – Work at Fitness Area: \$ _____.

Alternative No. 2 add Maintenance Machines: \$ _____.

We propose the following Unit Prices (Add or Deduct) for authorized variations from the Contract Documents to specific portions of the Work as listed:

ITEMS DESCRIBED	UNIT DESCRIPTION	UNIT VALUE (Fill in)
Unit Price #1 - (Section 024119 Selective Structure Demolition) Removal of poured flooring	Pound of poured flooring	\$ _____
Unit Price #2 - (Section 096566 Resilient Athletic Flooring) Leveling Fill	Square Yard of 1/8" thick leveling fill	\$ _____

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

By offering this Bid, we attest that the prime contractor submitting this bid is an Athletic Flooring Installation Contractor approved by Mondo America Inc. to install Mondo athletic flooring products.

2. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date. If the Owner accepts this bid 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 Purchase Order from the Rhode Island State Division of Purchases.

If this bid is accepted within the time stated, 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 the time stated above, 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

If this Bid is accepted, we will respect the start and completion dates outlined below, assuming a Purchase Order issue no later than June 15, 2011.

Start onsite construction activities	August 5, 2011
Complete removals operations	August 26, 2011
Substantial Completion	September 23, 2011
Final Completion	September 30, 2011

4. LIQUIDATED DAMAGES - TIME IS OF THE ESSENCE

If we fail to achieve certification of Substantial Completion or Final Completion at the expiration of the agreed upon Contract Times indicated above, we acknowledge we will be assessed Liquidated Damages for each calendar day the project continues to be in default of Substantial Completion, and/or Final Completion, as follows:

Substantial Completion:	\$500 per calendar day.
Final Completion – Close Out:	\$ 500 per calendar day.

5. ADDENDA

The following Addenda have been received, and inserted into the Project Manual where as indicated in Document 00010 – Table of Contents. 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 _____. etc.

6. REQUIREMENT FOR LICENSE NUMBER

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

LICENSE NUMBER: _____ .

7. BID FORM SIGNATURE(S)

(Bidder's name)

By: _____

Title: _____

Corporate Seal:

END OF DOCUMENT

DOCUMENT 00450 - BIDDER'S QUALIFICATION FORM

This Bidder's Qualification Form is included as an integral part of the Bid documents, for use in evaluating the qualifications of Contractors.

Failure of the announced low numerical bidder to respond with relevant information to the stated requirements of this Document 00450 may disqualify that bidder from further consideration as a bidder on this Project.

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: State of Rhode Island Board of Governor's for Higher Education

ADDRESS: 80 Washington Street, Providence, RI 02903

SUBMITTED BY:

NAME: _____ Corporation

ADDRESS: _____ Partnership

_____ Individual

PRINCIPAL OFFICE:

_____ Joint Venture

_____ Other

NAME OF PROJECT:

TYPE OF WORK (file separate form for each classification of work)

___ General Construction

___ HVAC

___ Plumbing

___ Electrical

___ Other(please specify)

1. ORGANIZATION

1.1 How many years has your organization been in business as an Athletic Flooring Contractor?

1.2 How many years has your organization been in business under its present name?

1.2.1 Under what other or former names has your organization operated?

1.3 If your organization is a corporation, answer the following:

- 1.3.1 Date of incorporation:
- 1.3.2 State of incorporation:
- 1.3.3 President's name:
- 1.3.4 Vice-president's name(s):

- 1.3.5 Secretary's name:
- 1.3.6 Treasurer's name:

1.4 If your organization is a partnership, answer the following:

- 1.4.1 Date of organization:
- 1.4.2 Type of partnership(if applicable):
- 1.4.3 Name(s) of general partners:

1.5 If your organization is individually owned, answer the following:

- 1.5.1 Date of organization:
- 1.5.2 Name of owner:

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable:
- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.
- 3.2 Claims and suits. (If the answer to any of the questions below is YES, please attach details)
 - 3.2.1 Has your organization ever failed to complete any work awarded to it?
 - 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

- 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last 5 years?

- 3.3 Within the last 5 years, has any officer or principal or your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is YES, please attach details).

- 3.4 On a separate sheet, list major Athletic Flooring construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.
 - 3.4.1 State total worth of work in progress and under contract.

- 3.5 On a separate sheet, list the major athletic flooring projects your organization has completed in the past 5 years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.
 - 3.5.1 State average annual amount of construction work performed during the past 5 years.

- 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

- 4. REFERENCES
 - 4.1 Trade References:

 - 4.2 Bank References:

 - 4.3 Surety:
 - 4.3.1 Name of bonding company:

 - 4.3.2 Name and address of agent:

5. FINANCING

5.1 Financial Statement

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses);

Net fixed assets;

Other assets;

Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes);

Other liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

5.1.3 Is the attached financial statement for the identical organization named on Page 1?

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

6. SIGNATURE

6.1 Dated at this day of

Name of Organization:

By:

Title:

6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

URI/ Mackal Field House

Flooring Replacement Project

Subscribed and sworn before me this day of

Notary Public:

My Commission Expires:

END OF DOCUMENT

DOCUMENT 00520 - AGREEMENT FORM

Agreement made as of the _____ day of _____ in the year of _____
(In words, indicate day, month and year)

Between the Owner:

Rhode Island Board of Governors for Higher Education
80 Washington Street
Providence, RI 02903

And the Contractor:

(Name, address and other information)

The Project is:

The Architect is:

Lamborghini/Feibelman Ltd.
14 Imperial Place, Suite 201
Providence, RI 02903

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

1.1 The Contract Documents consist of this Agreement, the General Conditions, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract, together with the Performance Bond, and Payment Bond, represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 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.

Date will be fixed by a Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

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

3.3 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. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the work)

Liquidated Damages: \$ _____ per calendar day.

ARTICLE 4 CONTRACT SUM

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

4.2 The Contract 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 decisions on other alternates are to be made by the Owner 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.)

4.3 Unit prices, if any, are as follows:

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 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.

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

5.1.3 Following receipt, and final signed approval by the Owner through the Architect, of an Application for Payment that has been previously reviewed by both parties for accuracy, the Owner shall make payment within the next 30 day working period.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor, and approved in writing by the Architect and Owner, in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to

substantiate its accuracy as the Architect and the Owner may require. This schedule, unless objected to by the Architect, or the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

- 5.1.5 Applications for Payment shall set forth the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- 5.1.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the approved schedule of values, less retainage of 10%. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Paragraph 7.3.8 of SECTION 00700-GENERAL CONDITIONS;
- 5.1.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance in writing by the Owner, suitably stored off site at a location agreed upon in writing), less retainage of 10%;
- 5.1.6.3 Subtract the aggregate of previous payments made by the Owner;
- 5.1.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of SECTION 00700-GENERAL CONDITIONS; and
- 5.1.6.5 Subtract amounts, if any, being held by the Owner as provided for in the Contract Documents.
- 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:
- 5.1.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete or defective work, or both, for unsettled claims; and for Warranty Inspection Retainage, as provided for in the Contract Documents.
- 5.1.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Paragraph 9.10.3 of SECTION 00700-GENERAL CONDITIONS.
- 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
- See SECTION 00700-GENERAL CONDITIONS, Subparagraph 9.3.1.3 and SECTION 01200-PRICE AND PAYMENT PROCEDURES.
- 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT

- 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:
- 5.2.1.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of SECTION 00700-GENERAL CONDITIONS, and to satisfy other requirements, if any, which extend beyond final payment; and
- 5.2.1.2 a final Certificate of Payment has been issued by the Architect.

5.2.2 The Owner's final payment to the Contractor shall be made no later than (1) when the Contractor has fully performed the Work of the Contract as provided in Subparagraph 5.2.1 above, and (2) 30 days after the issuance of the Architect's final Certificate of Payment.

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner of the Contractor as provided in Article 14 of SECTION 00700-GENERAL CONDITIONS.

6.2 The Work may be suspended by the Owner as provided in Article 14 of SECTION 00700-GENERAL CONDITIONS.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of SECTION 00700-GENERAL CONDITIONS another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due as proscribed by the State of Rhode Island Prompt Payment Act.

7.3 The Owner's representative is:

7.4 The Contractor's representative is:

7.5 In the absence of an emergency, neither the Owner's nor the Contractor's representative shall be changed without 10 days written notice to the other party.

7.6 If the Contractor fails to achieve Final Completion of the Project by the date established in SECTION 00410-BID FORM, in the Article entitled 'CONTRACT TIME', due to inaction or negligence on the part of the Contractor or their agents, then the Owner reserves the right to complete the Work in accordance with SECTION 00700-GENERAL CONDITIONS, Paragraph 4.2-Owner's Right to Carry Out the Work.

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed SECTION 00520-AGREEMENT FORM.

8.1.2 The General Conditions are SECTION 00700-GENERAL CONDITIONS.

DOCUMENT 00610 - PERFORMANCE BOND; PAYMENT BOND

PERFORMANCE BOND

CONTRACTOR (Name and Address):

SURETY(Name and Address):

OWNER: State of Rhode Island Board of Governors for Higher Education, 80 Washington Street, Providence, RI 02903.

CONSTRUCTION CONTRACT:

Date:

Amount:

Description(Name and Location):

BOND

Date(Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond('None' or 'See Last Page'):

CONTRACTOR AS PRINCIPAL

SURETY

Company: (corporate seal)

Company: (corporate seal)

Signature _____
Name and title:

Signature _____
Name and title:

(Any additional signatures appear on last page)

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT OR BROKER:

OWNER'S REPRESENTATIVE:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - 4.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
 - 4.4.2 Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the

Owner of the balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4;
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner its heirs, executors, administrators or successors.
 8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
 11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
 12. DEFINITIONS
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (corporate seal)

Company: _____ (corporate seal)

Signature _____
Name and title:

Signature _____
Name and title:

PAYMENT BOND

CONTRACTOR (Name and Address):

SURETY(Name and Address):

OWNER: State of Rhode Island Board of Governors for Higher Education, 50 Holden Street, Providence, RI 02908

CONSTRUCTION CONTRACT:

Date:
Amount:
Description(Name and Location):

BOND

Date(Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond('None' or 'See Last Page'):

CONTRACTOR AS PRINCIPAL

SURETY

Company: (corporate seal)

Company: (corporate seal)

Signature _____
Name and title:

Signature _____
Name and title:

(Any additional signatures appear on last page)

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT OR BROKER:

OWNER'S REPRESENTATIVE:

1. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:

- 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suites by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - 4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the contractor furnishing and the Owner accepting this bond, they agree that all funds earned by the contractor in the performance of the Construction Contract are dedicated to satisfy

obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (corporate seal)

Company: _____ (corporate seal)

Signature _____
Name and title:

Signature _____
Name and title:

END OF DOCUMENT

DOCUMENT 00614 - WAIVER OF LIEN FORM

U. R. I. Document Waiver of Lien Form is included, following this page, as an integral part of the Contract documents. A copy with completed information must be submitted with the second, and each succeeding Application for Payment.

WAIVER OF LIEN FORM - Material or Labor

UNIVERSITY OF RHODE ISLAND

Construction Project Title: _____

General Contractor: _____

Subcontractor/Supplier: _____

Application and Certificate for Payment No: _____
(prior to Application accompanying this form)

Schedule of Values Line Item No.: _____

DESCRIPTION OF WORK Heading: _____

Total payment Received, Including Current Payment: \$ _____

The undersigned Representative of the above Subcontractor/Supplier has been contracted by the above General Contractor to furnish materials, or labor, or both, as included in the approved Schedule of Values under the Line Item No., and DESCRIPTION OF WORK heading indicated above, for the Construction Project listed above.

The undersigned acknowledges receipt of payment, under this Line Item No., and DESCRIPTION OF WORK heading, and hereby waives and releases any and all lien, or claim or right to lien, on the Construction Project listed above, and premises, under the statutes of the State of Rhode Island, relating to Mechanics Liens, on account of materials, or labor, or both, furnished, or which may be furnished, by the undersigned to, or on account of, the above numbered Application and Certificate for Payment.

Signed on this _____ th day of _____, 20__.

(signature) (firm name)

END OF DOCUMENT

DOCUMENT 00700 - GENERAL CONDITIONS**TABLE OF ARTICLES**

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

ARTICLE 1 - GENERAL PROVISIONS**1.1 BASIC DEFINITIONS****1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding requirements).

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. Nothing in the Contract Documents shall be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor, (3) between the Owner and Architect or (4) between any persons or entities other than the Owner and Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

1.1.3 THE WORK

The term "Work" means the construction services required by the Contract Documents, including all labor necessary to produce such construction, and all materials and equipment incorporated, or to be incorporated, therein. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

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

1.1.5 THE DRAWINGS

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

1.1.6 THE SPECIFICATIONS

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

1.1.7 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1 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 only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. The Agreement
2. Addenda, with those of a later date having precedence over those of an earlier date.
3. The General Conditions of the Contract for Construction
- 4 Drawings and Specifications.

1.2.1.2 All Work mentioned in contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others.

1.2.1.3 In the event of a conflict or inconsistency in or among the Contract documents, or between the Contract Documents and applicable codes in effect at the time the Contract Sum is bid or negotiated, the Contractor shall unless directed otherwise in writing by the Owner provide the greatest quantity, highest quality, highest degree of safety, and most stringent material, equipment or Work.

1.2.1.4 The Contractor shall refer, and shall direct all Subcontractors to refer, to all of the Drawings, including those showing primarily the Work of the Mechanical, Electrical, and other specialized trades, and to all Sections of the Specifications. with particular attention to the Sections of Division 1 - General Requirements, and shall perform all Work reasonably inferable therefrom as being necessary to produce the indicated results.

1.2.1.5 Sections of Division 1 - General Requirements govern the execution of all Sections of the Specifications..

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

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

1.3 CAPITALIZATION

1.3.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

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

1.5 EXECUTION OF CONTRACT DOCUMENTS

1.5.1 The Contract Documents shall be signed by the Owner and Contractor.

1.5.2 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.

1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

1.6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants, describe the Work to be executed by the Contractor. Unless the Owner fails to pay the Architect therefor the Owner shall be deemed the owner of the Drawings, Specifications and other documents and shall have and retain all rights therein. In the event the Owner is adjudged to have failed to pay the Architect therefor, ownership of such Drawings, Specifications and other documents, and all rights therein, shall revert to the Architect. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants. All copies of such Drawings, Specifications and other documents, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. 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' copyrights or other reserved rights.

ARTICLE 2 - OWNER

2.1 GENERAL

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

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 The Owner shall furnish surveys describing physical characteristics, and utility locations for the site of the Project. 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.

2.2.2 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness.

2.2.3 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

2.3 OWNER'S RIGHT TO STOP THE WORK

2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however,

the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Constructive Change Directive shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect.

ARTICLE 3 - CONTRACTOR

3.1 GENERAL

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Subparagraph 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. Any errors, inconsistencies or omissions in the Contract Documents discovered by the Contractor shall be reported promptly to the Architect and the Owner as a request for information in such form as the Architect or Owner may require.

3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect and the Owner in writing. While the Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Architect and the Owner in writing.

3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Subparagraphs 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized, or in the exercise of ordinary care, reasonably should have recognized, such error, inconsistency, omission or difference and failed to report it in writing to the Architect and the Owner.

3.2.4 The Contractor shall give the Architect timely notice of any additional Drawings, Specifications, or instructions required to define the Work in Greater detail, or to permit the proper progress of the Work.

3.2.5 The Contractor shall not proceed with any Work not clearly and consistently defined in detail in the Contract Documents, but shall request additional Drawings, Specifications, or instructions from the Architect as provided in Subparagraph 3.2.4. if the Contractor proceeds with such Work without obtaining further Drawings, Specifications, or instructions, the Contractor shall correct the Work incorrectly performed at the Contractor's own expense.

3.2.6 Lack of indication on the Drawings, and in the Specifications, of items obviously needed to properly perform the Work of the Project, such as attachments, bolts, hangers, and other fastening devices, shall not relieve the Contractor from furnishing and installing these items.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract

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

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

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The word "provide" shall mean furnish and install complete, including connection, unless otherwise specified.

3.4.2 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall also enforce strict adherence by the Contractor's employees and Subcontractors on site with the URI Sexual Harassment Policies.

3.4.4 The Contractor shall not permit unlicensed persons to perform Work for which licensing is required, or to operate equipment for which licensing to operate is required by the State of Rhode Island. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be new and of recent manufacture, unless otherwise specified, and that all Work will be of good quality, non-hazardous to physical health and to the environment, asbestos free, free from faults and defects, and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.6 TAXES

3.6.1 The Owner is exempt from payment of sales taxes for materials directly incorporated into the Work of this Project. Refer to requirements set forth in the General Requirements (Division 1 of the Specifications).

3.7 PERMITS, FEES AND NOTICES

3.7.1 The Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or, negotiations concluded, and for necessary approvals, easements, assessments, and charges required for construction, use, or occupancy of permanent structures or of permanent changes in existing facilities.

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

3.7.3 While it is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume responsibility for correction of such Work and shall bear the costs attributable to correction.

3.8 ALLOWANCES

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

3.8.2 Unless otherwise provided in the Contract Documents:

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

3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work.

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall be satisfactory to the Owner. So long as the superintendent remains employed by the Contractor or any related entity, the superintendent shall not be replaced without the Owner's prior written consent. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

3.9.2 The superintendent shall not work with tools, or perform actual trades Work, but shall be dedicated to the on site

management of the Project. The Contractor shall provide additional staff as required for Project Management, or as may be specified in the Specifications.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 The Contractor, within 20 working days of 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 least monthly as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

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

3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Subparagraph 4.2.6. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.

3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

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

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

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

3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

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

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

3.15 CLEANING UP

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

3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16 ACCESS TO WORK

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

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of 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 belief is promptly furnished in writing to the Architect and the Owner.

3.18 INDEMNIFICATION

3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, 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 Paragraph 3. 18.

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

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

4.1.2 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.

4.1.3 If the employment of the Architect is terminated, the Owner shall employ a new Architect against whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the former Architect.

4.2 ARCHITECTS ADMINISTRATION OF THE CONTRACT

4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Paragraph 12.2. The Architect will advise and consult with the Owner. 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.

4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations or as otherwise agreed by the Owner and the Architect (1) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine if the Work is being performed in accordance with the Contract Documents.

4.2.3 Communications Facilitating Contract Administration: Except as otherwise provided in the Contract Documents, the Owner and Contractor shall initially endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.4 Based on the Architect's evaluations of the Work as provided in Subparagraph 4.2.2 and the data comprising 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.

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

4.2.6 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. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.7 The Architect will prepare Change Orders and Construction Change Directives, and may, with prior approval of the Owner, authorize minor changes in the Work as provided in Paragraph 7.4.

4.2.8 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a Final Certificate for Payment upon compliance with the requirements of the Contract Documents.

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

4.2.10 The Architect will initially interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

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

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

4.3 CLAIMS AND DISPUTES

4.3.1 Definition: A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims shall be initiated by written notice and shall be expressly stated to be a claim under this Paragraph 4.3. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.3.2 Time Limits on Claims: Claims by either party shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims shall be initiated by written notice to the Architect and the other party.

4.3.3 Continuing Contract Performance: Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Subparagraph 9.7.1 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the conditions at the site are not materially different from those indicated in the Contract Documents and do not justify changes in the terms of the Contract, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such findings must be made within 21 days after the Architect has given notice of the finding. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree that the conditions are materially different or cannot agree on an adjustment in the Contract Sum or Contract Time, the matter shall subject to further proceedings pursuant to Paragraph 4.4.

4.3.5 Claims for Additional Cost: If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Such notice shall include, to the extent then known by Contractor, full details and substantiating data to permit evaluation by the Owner and Architect. If further, or other, information subsequently becomes known to the Contractor, it shall be promptly furnished to the Owner and the Architect in writing. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6.

4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5)

termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Paragraph 4.3. Failure to file any such Claim in accordance with this Paragraph 4.3 shall constitute a waiver thereof.

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

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

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

4.3.9 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

4.3.10 Waiver of Claims: The Contractor waives Claims against the Owner for principal office expenses including the compensation of personnel stationed there, except those directly assigned to the Project to the extent of such assignment.

4.3.11 In no event shall a Contractor have a claim for damages against the Owner, the Architect, or the Owner's Project Manager, on account of a delay in the commencement of the Work, and/or a hindrance, delay, or suspension of a portion thereof, whether such delay is caused by the Owner, the Architect, or the Owner's Project Manager, or otherwise, except as provided for under State of Rhode Island General Laws. The Contractor's sole remedy shall be extension of time to complete the project.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 Decision of the Architect: Claims, including those alleging an error or omission by the Architect but excluding those arising under Paragraphs 10.3 through 10.5, may, upon request of both the Owner and the Contractor, be referred initially to the Architect for a recommendation.

4.4.2 The Architect will review all Claims referred and within ten days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) recommend rejecting the Claim in whole or in part, (3) recommend approval of the Claim, (4) recommend a compromise, or (5) advise the parties that the Architect is unable to make a recommendation if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the Architect to make a recommendation.

4.4.3 In evaluating Claims, the Architect may, but shall not be obligated to, consult with or seek information from either party.

4.4.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either provide a response on the requested supporting data, advise the Architect when the response or supporting data will be furnished or advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will take one of the last four (4) numbered actions contemplated in Subparagraph 4.4.2, in writing, stating the reasons therefor.

4.4.5 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to final resolution of the Claim.

4.5 MEDIATION

4.5.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.10, 9.10.3 and 9.10.4 shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

4.5.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable 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.

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

4.6 ARBITRATION

4.6.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.10, 9.10.3 and 9.10.4, shall, after decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Paragraph 4.5.

4.6.2 Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Architect.

4.6.3 A demand for arbitration shall be made within the time limits specified in Subparagraphs 4.5.2 and 4.6.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Paragraph 13.7.

4.6.4 Limitation on Consolidation or Joinder: No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. 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.

4.6.5 Claims and Timely Assertion of Claims: The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

4.6.6 Judgment on Final Award: 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.

ARTICLE 5 - SUBCONTRACTORS

5.1 DEFINITIONS

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

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

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

5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable, but not less than 60 calendar days, after award of the Contract, or 30 calendar days prior to the start of that section of Work, which ever is sooner, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

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

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

5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitute.

5.3 SUBCONTRACTUAL RELATIONS

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

5.3.2 In the event that the General Contractor or a sub-contractor to the General Contractor, employees independent contractors, as well as payroll labor, to discharge its responsibilities and obligations, the General Contractor acknowledges and understands that it does so, or allows its subcontractors to do so, at its own risk and that federal, state, and / or local agencies may dispute the independent contractor status and assess penalties, fines and costs should there be a determination to reclassify such workers. In that event, the General Contractor agrees that it will defend, indemnify, and hold harmless the Owner from any fines, costs, damages, claims, penalties, attorney's fees, and causes of action, including without limitation, personal injury or property damage, arising out of or relating in any way to such a determination.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

6.2 MUTUAL RESPONSIBILITY

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

6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or

separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 The 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.

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

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

6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 - CHANGES IN THE WORK

7.1 GENERAL

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

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

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

7.2 CHANGE ORDERS

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

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

7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.

7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

- .1** mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2** unit prices stated in the Contract Documents or subsequently agreed upon;
- .3** cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4** as provided in Subparagraph 7.3.6.

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

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

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, in accordance with Clauses 7.3.9.1 through 7.3.9.6 below. In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Architect or the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:

- .1** costs of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom;
- .2** costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3** rental value of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and
- .4** costs of permit fees, and sales, use or similar taxes related to the Work.

7.3.7 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

7.3.8 When the Owner and Contractor agree concerning the adjustments in the Contract Sum and Contract Time, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.3.9 In Subparagraph 7.3.6, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

- .1** For the Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.

- .2 For the Contractor, for Work performed by the Contractor's Subcontractor, 6 percent of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's, or Sub-subcontractor's, own forces, 10 percent of the cost.
- .4 For each Subcontractor. for Work performed by the Subcontractor's Sub-subcontractors. 6 percent of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.
- .6 In order to facilitate checking of quotations for extras and credits, all proposals, except those so minor their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$50.00 be approved without such itemization.

7.3.10 Cost as referred to throughout this Article 7, shall be limited to the following: Cost of materials, including cost of delivery; cost of labor, including Social Security, old age and unemployment insurance; fringe benefits required by agreement or custom; and rental value of tools, equipment, and machinery.

7.3.11 Overhead, as referred to in this Article 7. shall include the following: Bond premiums for cost amounts over and above the Contract Sum; non-OCIP insurance premiums; supervision; superintendence; wages of time keepers, watch people, and clerks; small tools; incidentals; general office expense; and other expenses not included in "Costs".

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

7.3.13 Subsequent to the approval of a Change Order, whether involving a change in Contract sum, Contract time, or both, no additional claim related to that matter will be considered by the Owner. A change incorporated into a Change Order is, therefore, all inclusive, and includes such factors as Project impact, schedule "ripple" effect, or other items which may pertain to such change.

7.4 MINOR CHANGES IN THE WORK

7.4.1 The Architect will have authority, upon prior approval of the Owner, 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

ARTICLE 8 - TIME

8.1 DEFINITIONS

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

8.1.2 The date of commencement of the Work is the date established in the Agreement.

8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Paragraph 9.8.

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

8.2 PROGRESS AND COMPLETION

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

8.2.2 The Contractor shall not, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

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

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is materially delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by fire, unavoidable casualties or other causes beyond the Contractor's control, then the Contract Time shall be extended by Change Order for a reasonable time.

8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, and if necessitated by Change Orders, from time to time thereafter, the Contractor shall submit to the Architect and the Owner a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect and the Owner may require. This schedule, when, and only when approved in writing by the Architect and the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At ten days, or less, before the end of the current pay period the Contractor shall, with the Architect, review for accuracy an itemized draft copy of the current Application for Payment, accompanied by a current schedule of values. A formal Application for Payment cannot be approved without an accompanying schedule of values that has been approved by both the Owner and the Architect. The Contractor shall promptly proceed to prepare a formal Application for Payment, incorporating modifications made to the draft copy as needed. The Contractor shall then submit to the Architect an Application for Payment for operations completed in accordance with the most recently approved schedule of values. Such application shall be notarized, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents. The form of Application for Payment shall be AIA Document G702 - Application and Certification for Payment, supported by AIA Document G703 – Continuation Sheet, the Schedule of Values.

9.3.1.1 As provided in Subparagraph 7.3.8, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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

9.3.1.3 Until the Work is 50 percent complete, the Owner will pay 90 percent of the amount due the Contractor on account of progress payments. At the time the Work is 50 percent complete and thereafter, the Architect may authorize an increase to 95 percent of the amount due the Contractor.

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

9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.3.4 Immediately satisfy any lien or encumbrance which because of any act or default of the Contractor is filed against the premises, and indemnify and save the Owner harmless against all resulting loss and expenses, including attorney's fees, in addition, monies due under this Contract, as may be considered necessary by the Owner, may be retained by the Owner until all such suits, claims for damages, or expenses as aforesaid shall have been settled and paid.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either review, approve, sign, and date the original Application for Payment, and copies, and deliver them to the Owner, 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 Subparagraph 9.5.1.

9.4.2 The Owner will within 7 days, after receipt of the approved Certificate for Payment from the Architect, either review, approve, sign, and date the document, with copies sent to the Architect and the Contractor, or notify Contractor and Architect in writing of the Owner's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.

9.4.3 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject 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

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The Architect will withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Subparagraph 9.4.2 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 Subparagraph 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount, if any, 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 Subparagraph 3.3.2, because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 failure to carry out the Work in accordance with the Contract Documents;
- .8 failure to maintain as current, "Record Drawings";
- .9 failure to provide filings required by Document 00200 in timely fashion; or
- .10 failure to provide submittals in a timely fashion as may be specified in the Specifications.

9.5.2 The Owner can decide to withhold a Certificate of Payment in whole or in part, to the extent necessary for self-protection, for the same reasons described in 9.5.1 above

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

9.6 PROGRESS PAYMENTS

9.6.1 After the Architect and the Owner have signed and dated a Certificate for Payment, the Owner shall make payment in the manner and within the thirty working days time period provided in the Contract Documents, and shall so notify the Architect. The specified time period provided shall start with the date of the Owner's signing of the Certificate of Payment.

9.6.1.1 The Owner reserves the right to withhold payment to the Contractor, in whole or in part, for any and all of the reasons cited in Clauses 9.5.1.1 through 9.5.1.10.

9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

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

9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3 and 9.6.4.

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

9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner.

9.7 FAILURE OF PAYMENT

9.7.1 If, through no fault of the Contractor, the Architect does not issue a Certificate for Payment, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within the specified time period after approving the Certification for Payment, the amount certified by the Architect or awarded by arbitration, then the Contractor may make claim for additional payment as provided under terms of the State of Rhode Island Prompt Payment Act.

9.8 SUBSTANTIAL COMPLETION

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

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

9.8.3 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. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall reduce the retainage withheld, if and as provided elsewhere in the Contract Documents.

9.8.5.1 The payment shall be sufficient to maintain, or increase, the total payments to 95 percent of the Contract sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the

insurer as required under Clause 1.3.1.3 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Upon receipt of 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, less the amount of Warranty Inspection Retainage, 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 listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect in a form and substance satisfactory to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall promptly pay to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.10.3 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.

9.10.4 Acceptance of final payment by the Contractor, a Subcontractor, a Sub-subcontractor, and equipment 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 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

**Lamborghini/Feibelman Ltd.
February 15, 2011**

**GENERAL CONDITIONS
00700-23**

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

10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.3 HAZARDOUS MATERIALS

10.3.1 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), or other state or federally regulated hazardous substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop any ongoing Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2 The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or

not either has reasonable objection to the persons or entities proposed by the Owner, and, in the event of an objection, the specific reasons therefor. If either the Contractor or Architect has a reasonable objection to a person or entity proposed by the Owner and fully complies with the next preceding sentence, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. If the absence of the material or substance is verified, Work shall immediately resume without adjustment to the Contract Time or Contract Sum. If the presence of material or substance is verified, when the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended if and as appropriate and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional and incurred costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

10.3.3 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 Subparagraph 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

10.3.4 Provisions of Subparagraph 10.3.1 and 10.3.2 cannot be employed to govern the Contractor's operations that involve the documenting and removal of indicated asbestos, polychlorinated biphenyl (PCB), or other state or federally regulated hazardous substance, as may be clearly and specifically specified under terms of this Contract.

10.4 The Owner shall not be responsible under Paragraph 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were expressly required by the Contract Documents.

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

10.6 EMERGENCIES

10.6.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3 and Article 7.

ARTICLE 11 - INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

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

- .1** claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2** claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3** claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4** claims for damages insured by usual personal injury liability coverage;

- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 claims for bodily injury or property damage arising out of completed operations; and
- .8 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18
- .9 liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - 1. Premises Operation (including X, C. and U coverages as applicable).
 - 2. Independent Contractor's Protective.
 - 3. Products and completed Operations.
 - 4. Personal Injury Liability with Employment Exclusion deleted.
 - 5. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
 - 6. Owner, non-owned and hired motor vehicles.
 - 7. Broad Form Property Damage, including Completed Operations.
- .10 If the general liability coverages are provided by a General Liability Policy on a claims-made basis, the policy date or retroactive date shall predate the Contract; the termination date of the policy, or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment in accordance with Subparagraph 9.10.2.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater, if required by law:

- 1. Workers' Compensation:
 - a. State - Statutory;
 - b. Employer's Liability - \$500,000.
- 2. Comprehensive General Liability (including Premises/Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
 - a. Bodily Injury: \$1,000,000 - Each Occurrence;
\$1,000,000 - Annual Aggregate.
 - b. Property Damage: \$1,000,000 - Each Occurrence;
\$1,000,000 - Annual Aggregate.
 - c. Products and Completed Operations to be Maintained for 2 Years After Final Payment.
 - d. Property Damage Liability Insurance to Provide X, C. or U Coverage as Applicable.
- 3. Contractual Liability:
 - a. Bodily in jury: \$1,000,000 - Each Occurrence;
\$1,000,000 - Annual Aggregate.

- 4. Personal Injury. with Employment Exclusion Deleted:
 - a. \$1,000,000 - Annual Aggregate.
- 5. Comprehensive Automobile Liability:
 - a. Bodily Injury: \$500,000 - Each person;
\$1000 000 - Each Occurrence.
 - b. Property Damage: \$500,000 - Each Occurrence.

11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverage's afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

11.1.3.1 The Contractor shall furnish one copy of each Certificate of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of coverage required by Subparagraphs 11.1.1, 11.1.2, and 11.1.3. If this insurance is written on a Comprehensive General Liability policy form, ACCORD Form 25S will be acceptable. The Contractor shall furnish copies of endorsement to the Owner that are subsequently issued amending coverage or limits.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Contractor shall furnish the Owner, through the Architect, an insurance certificate providing Owner's Protective Liability extended to include the interests of the Architect, and to protect the Owner and Architect from any liability which might be incurred against them as a result of any operation of the Contractor or Contractor's Subcontractors or their employees. Such insurance shall be written for the same limits as the Contractor's liability insurance and shall include the same coverage

11.3 PROPERTY INSURANCE

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

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

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

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

11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Subparagraph 11.3.4 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

11.3.3 Before an exposure to loss may occur, the Contractor shall file with the Owner two certified copies of the policy or policies providing this Property Insurance coverage, each containing these endorsements specifically related to the Project. 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 contractor.

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

11.3.5 A loss insured under this property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Subparagraph 11.3.7. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.3.6 If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Paragraph 4.6. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

11.3.7 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Contractor's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Paragraphs 4.5 and 4.6. The Contractor as fiduciary shall, in the case of arbitration, make settlement with insurers in accordance with directions of the arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract sum. The amount of each bond shall be equal to 100 percent of the Contract sum.

11.4.1.1 The Contractor shall deliver the required bonds to the Owner on or before the date the Agreement is entered into.

11.4.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

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

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

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

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

12.2 CORRECTION OF WORK

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

12.2.1.1 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 Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 In addition to the Contractor's obligations under Paragraph 3.5, 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 Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor at Contractor's expense 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 express acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If any of the Work is found to be not in accordance with the requirements of the Contract Documents during the one-year period for correction of Work, and the Owner fails to promptly thereafter notify the Contractor and give the Contractor an opportunity to make correction, the Owner waives the right to require correction by the Contractor. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Paragraph 2.4.

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

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

12.2.2.4 The Contractor and the major Sub-Contractors shall meet with the Owner, if so notified by the Owner, and re-inspect the Work ten months after Substantial Completion as a follow-up procedure. Upon correction of warranty Work within a reasonable time, the Contractor shall be paid the full amount of the Warranty Inspection Retainer, withheld by the Owner.

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

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

12.2.5 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

13.1.1 The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

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

13.2.2 The Owner may, without consent of the Contractor, assign the Contract to an institutional lender providing construction financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

13.3 WRITTEN NOTICE

13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

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

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

13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction 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 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 tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded unless such test, inspections or approvals replace or modify pre-existing requirements in which event the Owner shall bear any additional costs thereof.

13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Subparagraph 13.5.3, shall be at the Owner's expense.

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

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

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

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

13.6 INTEREST

13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as prescribed by provisions of the State of Rhode Island Prompt Payment Act..

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

- .1** Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- .2** Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring

subsequent to the relevant date of Substantial Completion and prior to issuance of the Final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and

- .3 After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

13.8 EQUAL OPPORTUNITY

13.8.1. The Contractor shall maintain policies of employment as follows:

13.8.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual persuasion, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, sexual persuasion, or national origin. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

13.8.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual persuasion, or national origin.

13.8.1.3 The Contractor shall be a signatory to the requirements of the State of Rhode Island Equal Employment office.

13.9 PREVAILING WAGE SCALES ON PUBLIC WORKS PROJECTS

13.9.1 In accordance with Chapter 290 of the General Laws of the State of Rhode Island, 1938 as amended, the Department of Labor determined the customary and prevailing rate of wages paid to craftspersons, teamsters, and laborers in the constructing of public works by the State, and by cities and towns, and by persons contracting therewith for such construction. Violators are subject to a fine of not more than One Hundred Dollars (\$100.00) for each offense

13.9.2 The wage rates as ascertained by the Department of Labor are uniform for the State of Rhode Island and, as of the date of advertisement of Contract, apply to the life of this Contract. Current wage rates prevailing in the construction industry in the State of Rhode Island are included in this Project Manual. Additional information concerning prevailing wage rates may be obtained from the Division of Professional Regulation, Department of Labor, 1511 Pontiac Avenue, Cranston, RI 02910. Under no conditions shall the wages paid be less than those designated in the general classification. This Clause does not relieve the Contractor or his or her Subcontractors from respecting any other union regulations to which the Contractor ordinarily subscribes.

13.9.3 Bulletin No. 3, State Labor Laws, issued by the State of Rhode Island Department of Labor, pertaining to Public Works Projects (General laws of Rhode Island, Revision of 1956, Chapter 37-12 as amended, and Chapter 77, Public Laws of 1965) are hereby made a part of this Project. These Laws include, but are not limited to:

- .1 weekly payment of employees;
- .2 provisions applicable to public works contracts;
- .3 payment of prevailing wages;

- .4 posting of prevailing wage rates: and
- .5 overtime compensation.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

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

- .1 issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;
- .2 an act of government, such as a declaration of national emergency which requires all Work to be stopped;

14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

14.1.3 If one of the reasons described in Subparagraph 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed and for payment of costs directly related to Work thereafter performed by the Contractor in terminating the Contract, including reasonable demobilization and cancellation charges, proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit therefrom.

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

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

- .1 persistently or 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 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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

- .1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

- .2 accept assignment of subcontracts pursuant to Paragraph 5.4; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor an accounting of the costs incurred by the Owner in finishing the Work.

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

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

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

14.3.2 The Contract Sum and Contract Time shall be adjusted for any increases in the cost and time caused by suspension, delay or interruption as described in Subparagraph 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed in accordance with the Contract Documents, and costs incurred by reason of such termination, along with reasonable overhead and profit thereon.

14.4.4 Upon a determination by a court of competent jurisdiction that termination of the Contractor pursuant to Paragraph 14.2 was wrongful or otherwise improper, such termination shall be deemed a termination for convenience pursuant to Paragraph 14.4, and the provisions of Subparagraph 14.4.3 shall apply.

END OF DOCUMENT

DOCUMENT 00850 - PREVAILING WAGE RATES

The State of Rhode Island Department of Labor, Division of Professional Regulation General Decision Modification document current as of the bid posting date for this Project, is an integral part of the Bid Documents for use in fulfilling prevailing wage rate requirements. A copy is available on the web site of the State of Rhode Island Department of Administration, Division of Purchases.

The Division of Purchases Web Site Address:

<http://www.purchasing.ri.gov/RIVIP/Info.asp>

Click on "Prevailing Wage Tables".

END OF DOCUMENT

SECTION 01100 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 SECTION INCLUDES

- C. Contract description.
- D. Work by Owner.
- E. Owner supplied products.
- F. Contractor's use of site and premises.
- G. Future work.
- H. Work sequence.
- I. Owner occupancy.

1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes the removal of existing poured flooring and provision of new athletic flooring and associated work.
- B. Perform the Work of Contract under a stipulated sum Contract with the Owner in accordance with the Conditions of Contract.

1.3 WORK BY OWNER

- A. The Owner will award a Separate Contracts for the following work that will coincide with work of this contract:
 - a. Removal of existing electrical floor box covers and provision of new.
- B. The Owner plans to award a Separate Contract for Fire Protection Upgrades in the Mackal/ Keaney/ Tootell complex. Work is expected to precede, coincide, and continue after work of this contract.
- C. The Owner will remove and retain possession of the following items before start of work:
 - 1. Column Pads and coverings.
- D. The Owner will re-install column pads and coverings at Date of Substantial completion.

1.4 OWNER SUPPLIED PRODUCTS (Not Required)

1.5 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of the site and premises to allow:
 - 1. Owner occupancy of adjacent areas.

2. Work by Others and Work by the Owner.

1.6 FUTURE WORK (Not Required)

1.7 WORK SEQUENCE

A. Construct the Work in one phase.

1.8 OWNER OCCUPANCY

A. The Owner will occupy the site and premises during the entire period of construction.

B. Cooperate with the Owner to minimize conflict, and to facilitate the Owner's operations.

C. Schedule the Work to accommodate Owner occupancy.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01200 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Cash allowances. (Not Required)
- B. Contingency allowances.
- C. Testing and inspection allowances. (Not Required)
- D. Schedule of values.
- E. Applications for payment.
- F. Warranty inspection retainage. (Not Required)
- G. Sales tax exemption.
- H. Change procedures.
- I. Defect assessment.
- J. Unit prices.
- K. Alternates.

1.2 CASH ALLOWANCES (Not Required)

1.3 CONTINGENCY ALLOWANCES

- A. Include in the Contract, a stipulated sum of \$100,000. for use upon Owner's instruction.
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.
- C. Funds will be drawn from the Contingency Allowance only by Change Order.
- D. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.4 TESTING AND INSPECTION ALLOWANCE (Not Required)

1.5 SCHEDULE OF VALUES

- A. Submit a printed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet
- B. Submit Schedule of Values in duplicate, one copyrighted original and one copy, within 15days after date of receipt of a Purchase Order from RI State Department of Administration, Division of Purchases.
- C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section. Identify site mobilization, bonds and insurance.
- D. Include in each line item, the amount of Allowances specified in this Section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- E. Include separately for each line item, a direct proportional amount of Contractor's overhead and profit.
- F. Revise schedule to list approved Change Orders, with each Application for Payment.

1.6 APPLICATIONS FOR PAYMENT

- A. Submit each application on an original copyrighted AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet, accompanied by three copies.
 - 1. Individually sign and notarize, and emboss with notary's official seal, the original and each of the three copies.
 - 2. Applications not including original copyrighted AIA G702, and G703 Forms, will be rejected, and returned for resubmittal.
 - 3. Applications not properly signed and notarized will be rejected, and returned for resubmittal.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Provide one hard copy and one copy in disc form of the updated construction schedule with each Application for Payment submission.
 - 1. Provide a statement signed by the Contractor's firm principal certifying that there are no unidentified outstanding claims for delay.
- D. Include with each monthly Application for Payment, following the first application, one copy of the Certified Monthly Payroll Record for the previous month's pay period.
- E. Payment Period: Submit at intervals stipulated in the Agreement.
- F. Submit with transmittal letter as specified for Submittals in Section 01330.
- G. Beginning with the second Application for Payment, Contractor's right to payment must be substantiated by documenting, on a copy of the URI Waiver of Lien Form included in Document 00614 - Waiver of Lien Form in this Project Manual, that payment monies due, less retainage not exceeding ten percent, have been paid in full to subcontractor and suppliers for work, materials, or rental of equipment billed for under specific line item numbers in the immediately preceding application.
- H. Substantiating Data: When the Architect requires substantiating information, submit data justifying dollar amounts in question. Include the following with the Application for Payment :

1. Record Documents as specified in Section 01780, for review by the Owner which will be returned to the Contractor.
2. Affidavits attesting to off-site stored products.
3. Construction progress schedules, revised and current as specified in Section 01330.

1.7 WARRANTY INSPECTION RETAINAGE (Not Required)

1.8 SALES TAX EXEMPTION

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

1.9 CHANGE PROCEDURES

- A. Submittals: Submit name of the individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. The Architect will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time by issuing supplemental instructions on AIA Form G710
- C. The Architect may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required, and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within 15 days.
- D. The Contractor may propose changes by submitting a request for change to the Architect, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation, and a statement describing the effect on Work by separate or other Contractors. Document any requested substitutions in accordance with Section 01600.
- E. Stipulated Sum Change Order: Based on Proposal Request, and Contractor's fixed price quotation, or Contractor's request for a Change Order as approved by Architect.
- F. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute the Work under a Construction Change Directive. Changes in the Contract Sum or Contract Time will be computed as specified for a Time and Material Change Order.
- G. Construction Change Directive: Architect may issue a directive, on AIA Form G713 Construction Change Directive signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in the Contract Sum or Contract Time. Promptly execute the change.

- H. Time and Material Change Order: Submit an itemized account and supporting data after completion of the change, within the time limits indicated in the Conditions of the Contract. The Architect will determine the change allowable in the Contract Sum and Contract Time as provided in the Contract Documents.
- I. Maintain detailed records of work done on a Time and Material basis. Provide full information required for an evaluation of the proposed changes, and to substantiate costs for the changes in the Work.
- J. Document each quotation for a change in cost or time with sufficient data to allow an evaluation of the quotation. Provide detailed breakdown of costs and estimates for labor and materials including a detailed breakdown for subcontractor's or vendor's Work. Include copies of written quotations from subcontractors or vendors.
- K. Change Order Forms: AIA G701 Change Order.
- L. Execution of Change Orders: The Architect will issue Change Orders for signatures of the parties as provided in the Conditions of the Contract.
- M. Correlation Of Contractor Submittals:
 - 1. Promptly revise the Schedule of Values and the Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum. Promptly revise progress schedules to reflect any change in the Contract Time, revise sub-schedules to adjust times for any other items of work affected by the change, and resubmit.
 - 2. Promptly enter changes in the Project Record Documents.

1.10 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Architect, it is not practical to remove and replace the Work, the Architect will direct an appropriate remedy or adjust payment.
- C. The defective Work may remain, but the unit sum will be adjusted to a new sum at the discretion of the Architect.
- D. The defective Work will be partially repaired to the instructions of the Architect, and the unit sum will be adjusted to a new sum at the discretion of the Architect.
- E. The individual Specification Sections may modify these options or may identify a specific formula or percentage sum reduction.
- F. The authority of the Architect to assess the defect and identify a payment adjustment, is final.
- G. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.

6. Loading, hauling, and disposing of rejected products.

1.11 UNIT PRICES

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.
- B. Unit Quantities: The quantities assumed in the Base Bid are bid assumptions. The quantities supplied or placed in the Work shall determine the payment.
- C. Unit Price Includes: Full compensation for required labor, products, tools, equipment, and transportation; installation of an item of the Work; overhead and profit.
- D. Unit Price Schedule:
 1. Unit Price No. 1: Removal and Disposal of Poured Flooring.
 - a. Description: Removal and disposal of poured flooring. For Base Bid, assume that contract includes the removal and disposal of ¾" of poured flooring throughout Base Bid Area.
 - b. Unit of Measurement: Pound of flooring.
 2. Unit Price No. 2: Provision of leveling fill.
 - a. Description: Provision of leveling fill. For Base Bid, assume that contract includes the provision of 1/8" leveling fill throughout Base Bid Area.
 - b. Unit of Measurement: Square yard of 1/8" leveling fill.

1.12 ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work as required.
- C. Schedule of Alternates:
 1. Alternate No. 1: Work at Fitness Area:
 - a. Base Bid Item: Provide transition strip where new flooring abuts existing fitness area flooring.
 - b. Alternate Item: In lieu of transition strip, remove existing flooring and provide new flooring at existing fitness area as indicated. Assume the provision of 1/8" leveling fill throughout Alternate #1 area.
 2. Alternate No. 2: Floor Maintenance Machines
 - a. Base Bid Item: No Work.

b. Alternate Item: Provide two new Floor Maintenance Machines as listed below. Provide new machines complete with on-site training and manufacturer's standard warranty. Manufacturer shall be Tennant Company. <http://tennantco.com> 1-800-964-9644

1. Sweeper: Tennant S20 Compact Mid-Size Rider Sweeper w/options:

Quiet, fume free battery version
High Capacity, Long life Battery (2-18V)
Vacuum wand

2. Scrubber: Tennant 7300 Mid-Size Battery-powered Rider Floor Scrubber w/options:

MaxPro 1200 scrub head
Off-aisle power wand
FaST Foam-activated scrubbing technology

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01300 - ADMINISTRATIVE PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Site administration
- B. Construction progress schedules.
- C. Coordination and project conditions.
- D. Preconstruction meeting.
- E. Site mobilization meeting.
- F. Progress meetings.
- G. Preinstallation meeting.

1.2 SITE ADMINISTRATION

- A. Maintain a daily attendance log to include the names of all project employees and guests to the site. The log sheet or sheets must clearly indicate the Project Name, and the name of the General Contractor. Each line on the log should allow for the name of each employee, the employee's job title (use terminology used by prevailing wage job title), and the name of that employee's employer. Each guest signing the log should indicate a brief description of the reason for the visit, and that guest's employer or organization.

1.3 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate the scheduling, submittals, and the Work of the various Sections of the Project Manual to ensure an efficient and orderly sequence of the demolition elements.
- B. Coordinate the completion and clean up of the Work of the separate Sections in preparation for Substantial Completion.
- C. Coordinate access to the site for correction of defective Work and the Work not in accordance with the Contract Documents.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within 15 days after date of established notice to proceed for Architect to review.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a computerized chart with separate line for each major section of Work or operation, identifying first work day of each week.
- E. Show complete sequence of construction activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.

- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by the Owner and under Allowances.

1.5 PRECONSTRUCTION MEETING

- A. The Architect will schedule a meeting after the RI State Department of Administration, Division of Purchases, issues a Purchase Order to the Contractor.
- D. Attendance Required: Owner, Architect, and Contractor.
- E. Agenda:
 - 1. Distribution of the Contract Documents.
 - 2. Submission of a list of Subcontractors, a list of products, schedule of values, and a progress schedule.
 - 3. Designation of the personnel representing the parties in the Contract, and the Architect.
 - 4. The procedures and processing of the field decisions, submittals, substitutions, applications for payments, proposal requests, Change Orders, and Contract closeout procedures.
 - 5. Scheduling.
- F. Record the minutes and distribute copies within two days after the meeting to the participants, with two copies to the Architect, the Owner, the participants, and those affected by the decisions made.

1.6 SITE MOBILIZATION MEETING

- A. The Architect will schedule a meeting at the Project site prior to the Contractor's occupancy.
- B. Attendance Required: The Owner, Architect, Contractor, the Contractor's Superintendent, and major Subcontractors.
- C. Agenda:
 - 1. Use of the premises by the Contractor.
 - 2. Security and housekeeping procedures.
 - 3. Schedules.
 - 4. Application for payment procedures.
 - 5. Procedures for testing.
 - 6. Procedures for maintaining the record documents.
- D. Record the minutes and distribute the copies within two days after the meeting to the participants, with two copies to the Architect, Owner, participants, and those affected by the decisions made.

1.7 PROGRESS MEETINGS

- A. Schedule and administer the meetings throughout the progress of the Work at maximum monthly intervals.
- B. Make arrangements for the meetings, prepare the agenda with copies for the participants, and preside at the meetings.

- C. Attendance Required: The job superintendent, major subcontractors and suppliers, the Owner, Architect, as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review the minutes of previous meetings.
 - 2. Review of the Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of the problems which impede the planned progress.
 - 5. Review of the submittals schedule and status of the submittals.
 - 6. Review of delivery schedules.
 - 7. Maintenance of the progress schedule.
 - 8. Corrective measures to regain the projected schedules.
 - 9. Planned progress during the succeeding work period.
 - 10. Coordination of the projected progress.
 - 11. Maintenance of the quality and work standards.
 - 12. Effect of the proposed changes on the progress schedule and coordination.
 - 13. Other business relating to the Work.
- E. Record the minutes and distribute the copies within two days after the meeting to the participants, with two copies to the Architect, Owner, participants, and those affected by the decisions made.

1.8 PREINSTALLATION MEETING

- A. When required in the individual specification Sections, convene a preinstallation meeting at the site prior to commencing the Work of the Section.
- B. Require attendance of the parties directly affecting, or affected by, the Work of the specific Section.
- C. Notify the Architect four days in advance of the meeting date.
- D. Prepare an agenda and preside at the meeting:
 - 1. Review the conditions of installation, preparation and installation procedures.
 - 2. Review coordination with the related work.
- E. Record the minutes and distribute the copies within two days after the meeting to the participants, with two copies to the Architect, Owner, participants, and those affected by the decisions made.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01330 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Product data.
- E. Shop drawings.
- F. Samples.
- G. Design data.
- H. Test reports.
- I. Certificates.
- J. Manufacturer's instructions.
- K. Manufacturer's field reports.
- L. Erection drawings. (Not Required)
- M. Construction photographs. (Not Required)

1.2 SUBMITTAL PROCEDURES

- A. Master List Submittal:
 - 1. Submit a master list of the required submittals with a proposed date for each item to be submitted.
 - 2. Show the date submittal was sent, days since submittal was sent, status of submittal, date submittal was received in return, and any date associated with resubmittals.
 - 3. Up date master list with each submission and response.
 - 4. Issue copy of master list at least monthly to the Architect.
- B. Transmit each submittal with a dated Architect accepted transmittal form.
- C. Sequentially number the transmittal form. Mark the revised submittals with an original number and a sequential alphabetic suffix.
- D. Identify the Project, Contractor, subcontractor and supplier; the pertinent drawing and detail number, and the specification Section number, appropriate to the submittal.

- E. Apply a Contractor's stamp, signed or initialed, certifying that the review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of the information is in accordance with the requirements of the Work and the Contract Documents.
- F. Schedule submittals to expedite the Project, and deliver to the Architect at their business address. Coordinate the submission of related items.
- G. For each submittal for review, allow 15 days excluding the delivery time to and from the Contractor.
- H. Identify the variations from the Contract Documents and the Product or system limitations which may be detrimental to a successful performance of the completed Work.
- I. Allow space on the submittals for the Contractor's and the Architect review stamps.
- J. When revised for resubmission, identify the changes made since the previous submission.
- K. Distribute copies of the reviewed submittals as appropriate. Instruct the parties to promptly report an inability to comply with the Contract requirements.
- L. Submittals not requested will not be recognized or processed.
- M. Submittals Prepared Using Copyrighted AIA Forms:
 - 1. Use only original copyrighted forms for the first typed copy of each submission. Do not use unauthorized duplications of copyrighted forms for the first typed copy.
 - 2. Proceed to reproduce one or more copies of the first typed copy as may be required.
 - 3. Copyrighted forms are those printed forms purchasable through an authorized outlet, or reproduced electronically under license from the AIA Electronic Document Service.

1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit preliminary outline Schedules within 15 days after the date of receipt of a Purchase Order from the State of Rhode Island Department of Administration, Division of Purchases for coordination with the Owner's requirements. After a review, submit detailed schedules within 15 days modified to accommodate the revisions recommended by the Architect.
- B. Submit revised Progress Schedules, in both hard copy and in disc form, with each Application for Payment.
- C. Distribute copies of the reviewed schedules to the Project site file, subcontractors, suppliers, and other concerned parties.
- D. Instruct the recipients to promptly report, in writing, the problems anticipated by the projections indicated in the schedules.
- E. Submit a computer generated horizontal bar chart with a separate line for each major portion of the Work or operation, or section of the Work, identifying the first workday of each week.

- F. Show a complete sequence of construction by activity, identifying the Work of separate stages and other logically grouped activities. Indicate the early and late start, the early and late finish, float dates, and the duration.
- G. Indicate an estimated percentage of completion for each item of the Work at each submission.
- H. Provide a separate schedule of submittal dates for shop drawings, product data, and samples, including Owner furnished Products and Products identified under Allowances, if any, and the dates reviewed submittals will be required from the Architect. Indicate the decision dates for selection of the finishes.
- I. Indicate the delivery dates for Owner furnished Products, and for Products identified under Allowances.
- J. Revisions to Schedules:
 - 1. Indicate the progress of each activity to the date of submittal, and the projected completion date of each activity.
 - 2. Identify the activities modified since the previous submittal, major changes in the scope, and other identifiable changes.
 - 3. Provide a narrative report to define the problem areas, the anticipated delays, and impact on the Schedule. Report the corrective action taken, or proposed, and its effect.

1.4 PROPOSED PRODUCTS LIST

- A. Within 15 days after the date of receipt of a Purchase Order from the State of Rhode Island Department of Administration, Division of Purchases, submit a list of major products proposed for use, with the name of the manufacturer, the trade name, and the model number of each product.
- B. For the products specified only by reference standards, give the manufacturer, trade name, model or catalog designation, and reference standards.
- C. With each product listed, indicate the submittal requirements specified to be adhered to, and an indication of relevant "long-lead-time" information, when appropriate.

1.5 PRODUCT DATA

- A. Product Data: Submit to the Architect for review for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Provide copies and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01780.
- B. Submit the number of copies which the Contractor requires, plus two copies the Architect will retain.
- C. Mark each copy to identify the applicable products, models, options, and other data. Supplement the manufacturers' standard data to provide the information specific to this Project.
- D. Indicate the product utility and electrical characteristics, the utility connection requirements, and the location of utility outlets for service for functional equipment and appliances.

- E. After a review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01780.

1.6 SHOP DRAWINGS

- A. Shop Drawings: Submit to the Architect for review for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Produce copies and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01780.
- B. Indicate the special utility and electrical characteristics, the utility connection requirements, and the location of utility outlets for service for functional equipment and appliances.
- C. Submit in the form of one reproducible transparency and one opaque reproduction.

1.7 SAMPLES

- A. Samples: Submit to the Architect for review for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Produce duplicates and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01780.
- B. Submit samples to illustrate the functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate the sample submittals for interfacing Work.
- C. Include an identification on each sample, with the full Project information.
- D. Submit the number of samples specified in the individual specification Sections; the Architect will retain one sample.
- E. Reviewed samples, which may be used in the Work, are indicated in the individual specification Sections.
- F. Samples will not be used for testing purposes unless they are specifically stated to be in the specification Section.

1.8 DESIGN DATA

- A. Submit for the Architect's knowledge as contract administrator, or for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with the information given and the design concept expressed in the Contract Documents.

1.9 TEST REPORTS

- A. Submit for the Architect's knowledge as Contract administrator or for the Owner.
- B. Submit test reports for information for the limited purpose of assessing conformance with the information given and the design concept expressed in the Contract Documents.

1.10 CERTIFICATES

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

1.11 MANUFACTURER'S INSTRUCTIONS

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

1.12 MANUFACTURER'S FIELD REPORTS

- A. Submit reports for the Architect's benefit as contract administrator or for the Owner.
- B. Submit the report in duplicate within 30 days of observation to the Architect for information.
- C. Submit for information for the limited purpose of assessing conformance with the information given and the design concept expressed in the Contract Documents.

1.13 ERECTION DRAWINGS (Not Required)

1.14 CONSTRUCTION PHOTOGRAPHS (Not Required)

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01400 – QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality control and control of installation.
- B. Verification of Credentials and Licenses.
- C. Tolerances
- D. References.
- E. Mock-up requirements. (Not Required)
- F. Testing and inspection services.
- G. Manufacturers' field services.

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

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

1.3 VERIFICATION OF CREDENTIALS AND LICENSES

- A. The Owner has implemented a project management oversight process and is applying it to current construction projects at URI..

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

1.4 TOLERANCES

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

1.5 REFERENCES

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

1.6 MOCK-UP REQUIREMENTS (Not Required)

1.7 TESTING AND INSPECTION SERVICES

- A. The Contractor will submit the name of an independent firm to the Architect for approval by the Owner, to perform the testing and inspection services. The Contractor shall include the costs of specified testing in the Base Contract.
- B. The independent firm will perform the tests, inspections and other services specified in the

individual specification Sections and as required by the Architect.

1. Laboratory: Authorized to operate in the location in which the Project is located.
 2. Laboratory Staff: Maintain a full time registered Engineer on staff to review the services.
 3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either the National Bureau of Standards or to the accepted values of natural physical constants.
- C. Testing, inspections and source quality control may occur on or off the project site. Perform off-site testing as required by the Architect or the Owner.
- D. Reports will be submitted by the independent firm to the Architect and the Contractor, in duplicate, indicating the observations and results of tests and indicating the compliance or non-compliance with Contract Documents.
- E. Cooperate with the independent firm; furnish samples of the materials, design mix, equipment, tools, storage, safe access, and the assistance by incidental labor as requested.
1. Notify the Architect and the independent firm 24 hours prior to the expected time for operations requiring services.
 2. Make arrangements with the independent firm and pay for additional samples and tests required for the Contractor's use.
- F. Testing and employment of the testing agency or laboratory shall not relieve the Contractor of an obligation to perform the Work in accordance with the requirements of the Contract Documents.
- G. Re-testing or re-inspection required because of a non-conformance to the specified requirements shall be performed by the same independent firm on instructions by the Architect. Payment for the re-testing or re-inspection will be charged to the Contractor by deducting the testing charges from the Contract Sum.
- H. Agency Responsibilities:
1. Test samples of mixes submitted by the Contractor.
 2. Provide qualified personnel at the site. Cooperate with the Architect and the Contractor in performance of services.
 3. Perform specified sampling and testing of the products in accordance with the specified standards.
 4. Ascertain compliance of the materials and mixes with the requirements of the Contract Documents.
 5. Promptly notify the Architect and the Contractor of observed irregularities or non-conformance of the Work or products.
 6. Perform additional tests required by the Architect.
 7. Attend the preconstruction meetings and the progress meetings.
- I. Agency Reports: After each test, promptly submit two copies of the report to the Architect and to the Contractor. When requested by the Architect, provide an interpretation of the test results. Include the following:
1. Date issued.
 2. Project title and number.
 3. Name of inspector.
 4. Date and time of sampling or inspection.

5. Identification of product and specifications section.
6. Location in the Project.
7. Type of inspection or test.
8. Date of test.
9. Results of tests.
10. Conformance with Contract Documents.

J. Limits On Testing Authority:

1. Agency or laboratory may not release, revoke, alter, or enlarge on the requirements of the Contract Documents.
2. Agency or laboratory may not approve or accept any portion of the Work.
4. Agency or laboratory may not assume any duties of the Contractor.
5. Agency or laboratory has no authority to stop the Work.

1.8 MANUFACTURERS' FIELD SERVICES

- A. When specified in the individual specification Sections, require the material or Product suppliers, or manufacturers, to provide qualified staff personnel to observe the site conditions, the conditions of the surfaces and installation, the quality of workmanship, the start-up of equipment, or test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Submit the qualifications of the observer to the Architect 30 days in advance of the required observations. Observer, subject to approval of Architect.
- C. Report the observations and the site decisions or instructions given to the applicators or installers that are supplemental or contrary to the manufacturers' written instructions.
- D. Refer to Section 01330 - SUBMITTAL PROCEDURES, MANUFACTURERS' FIELD REPORTS article.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities:
 - 1. Temporary electricity.
 - 2. Temporary lighting for construction purposes.
 - 3. Temporary heating.
 - 4. Temporary cooling.
 - 5. Temporary ventilation.
 - 6. Telephone service.
 - 7. Facsimile service.
 - 8. Temporary water service.
 - 9. Temporary sanitary facilities.

- B. Construction Facilities:
 - 1. Field offices and sheds.
 - 2. Vehicular access.
 - 3. Parking.
 - 4. Progress cleaning and waste removal.
 - 5. Project identification.(Not Required)
 - 6. Traffic regulation.

- C. Temporary Controls:
 - 1. Barriers.
 - 2. Enclosures.
 - 3. Protection of the Work.
 - 4. Security.
 - 5. Fire detection.
 - 6. Water control.
 - 7. Dust control.
 - 8. Erosion and sediment control. (Not Required)
 - 9. Noise control.
 - 10. Pest control.
 - 11. Pollution control.
 - 12. Rodent control.

- D. Removal of utilities, facilities, and controls.

1.2 TEMPORARY ELECTRICITY

- A. The Owner will pay the cost of energy used. Exercise measures to conserve energy. Utilize the Owner's existing power service.

- B. Do not disrupt the Owner's use of service.

- C. Complement the existing power service capacity and characteristics as required for construction operations.

- D. Provide power outlets, with branch wiring and distribution boxes located at each floor or as required for construction operations. Provide flexible power cords as required for portable construction tools and equipment.
- E. Permanent convenience receptacles may be utilized during construction.

1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Permanent building lighting may be utilized during construction.

1.4 TEMPORARY HEATING

- A. Existing facilities may be used.

1.5 TEMPORARY COOLING (Not Required)

1.6 TEMPORARY VENTILATION

- A. Ventilate the enclosed areas to achieve a curing of materials, to dissipate humidity, and to prevent the accumulation of dust, fumes, vapors, or gases.

1.7 TELEPHONE SERVICE

- A. Provide, maintain, and pay for a cell phone service for the project superintendent at the time of project mobilization.

1.8 FACSIMILE SERVICE (Not Required)

1.9 TEMPORARY WATER SERVICE

- A. The Owner will pay the cost of temporary water. Exercise measures to conserve energy. Utilize the Owner's existing water system, extend and supplement with temporary devices as needed to maintain the specified conditions for construction operations.

1.10 TEMPORARY SANITARY FACILITIES

- A. Use of designated existing facilities is permitted.

1.11 FIELD OFFICES AND SHEDS

- A. The Owner will designate existing spaces that may be used for field offices.
- B. Do not use existing facilities for storage.
- D. Storage Containers : Size to the storage requirements for the products of the individual Sections, allowing for access and orderly provision for the maintenance and for the inspection of Products to the requirements of Section 01600. Locate in areas as agreed to by Owner.

H. Removal: At the completion of the Work remove the containers. Restore the areas.

1.12 VEHICULAR ACCESS

A. Use existing on-site roads for construction traffic.

1.13 PARKING

A. Owner will designate areas of existing parking facilities for use by construction personnel.

B. Do not allow heavy vehicles or construction equipment in parking areas.

1.14 PROGRESS CLEANING AND WASTE REMOVAL

A. Maintain areas free of waste materials, debris, and rubbish. Maintain the site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other or remote spaces, prior to enclosing the space.

C. Broom and vacuum clean the interior areas prior to the start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and rubbish from the site periodically, weekly, or daily, as necessary to prevent an on-site accumulation of waste material, debris, and rubbish, and dispose off-site.

E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.15 PROJECT IDENTIFICATION (Not Required)

1.16 TRAFFIC REGULATION (Not Required)

1.17 BARRIERS (Not Required)

1.18 ENCLOSURES

A. Interior Enclosures:

1. Provide temporary partitions and ceilings to separate the work areas from the Owner occupied areas, to prevent penetration of dust and moisture into the Owner occupied areas, and to prevent damage to the existing materials and equipment.
2. Construction: Framing and reinforced polyethylene, plywood, or gypsum board sheet materials with closed joints and sealed edges at intersections with existing surfaces.

1.19 SECURITY

- A. Security Program:
 - 1. Protect the Work, the existing premises, or the Owner's operations from theft, vandalism, and unauthorized entry.
 - 2. Initiate the program in coordination with the Owner's existing security system at the mobilization.
 - 3. Maintain the program throughout the construction period until Owner occupancy.
- B. Entry Control:
 - 4. Coordinate the access of the Owner's personnel to the site in coordination with the Owner's security forces.
- C. Restrictions: Do no work on Sundays or Rhode Island State holidays unless approved in advance by Owner's representative.

1.20 FIRE DETECTION

- A. Each day, before beginning any construction operations that can potentially trigger the existing fire alarm detection system, notify and request the URI Superintendent of Alarms at the office of Safety & Risk Management to temporarily disconnect the system in the specific areas of construction, for as long as may be necessary during that day.
- B. Failure to so notify the Superintendent of Alarms will subject the Contractor to a monetary fine for each occurrence, should the fire detection system be activated inadvertently by a construction activity.

1.21 WATER CONTROL (Not Required)

1.22 DUST CONTROL

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

1.23 EROSION AND SEDIMENT CONTROL (Not Required)

1.24 NOISE CONTROL

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

1.25 PEST CONTROL

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

1.26 POLLUTION CONTROL

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

1.27 RODENT CONTROL

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

1.28 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials, prior to Substantial Completion.
- B. Clean and repair the damage caused by installation or use of temporary work.
- C. Restore the existing and the permanent facilities used during construction to the original condition. Restore the permanent facilities used during construction to the specified condition.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01600 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

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

1.2 PRODUCTS

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

1.3 PRODUCT DELIVERY REQUIREMENTS

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

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect the products in accordance with the manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to the product.
- D. For exterior storage of fabricated products, place on sloped supports above the ground.

- E. Provide bonded off-site storage and protection when the site does not permit on-site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent the condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store the products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of the products to permit access for inspection. Periodically inspect to verify that the products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of the manufacturers named and meeting the specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.
- D. Where products are specified by listing manufacturer and product item description, and the language "Provide named product without substitution." is listed, provide named product. No substitutions will be considered, evaluated, or accepted.

1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify the time restrictions for submitting requests for Substitutions during the bidding period to requirements specified in this section.
- B. Substitutions may be considered only when a product becomes no longer in production following the date of receipt of the Purchase Order for this Contract. Submit certification both that specified product was carried in Bid, and is no longer obtainable.
- C. Document each request with complete data substantiating the compliance of a proposed Substitution with the Contract Documents.
- D. A request constitutes a representation that the Bidder:
 - 1. Has investigated the proposed Product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the Substitution as for the specified Product.
 - 3. Will coordinate the installation and make changes to other Work which may be required for the Work to be complete with no additional cost to the Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.

5. Will reimburse the Owner and the Architect for review or redesign services associated with re-approval by the authorities having jurisdiction.
- E. Substitutions will not be considered when they are indicated or implied on the Shop Drawing or Product Data submittals, without a separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure, If Permitted Following Contract Award:
 1. Submit three copies of a request for Substitution for consideration, no later than 20 working days following date of receipt of the Purchase Order for this Contract. Limit each request to one proposed Substitution.
 2. Submit the Shop Drawings, Product Data, and the certified test results attesting to the proposed product equivalence. The burden of proof is on the proposer.
 3. The Architect will notify the Contractor in writing of a decision to accept or reject the request.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01700 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Examination.
- B. Preparation.
- C. Field Engineering.(Not Required)
- D. Protection of adjacent construction.
- E. Cutting and patching.
- F. Special procedures.
- G. Progress cleaning and waste removal.
- H. Final cleaning.
- I. Starting and adjusting of systems.
- J. Demonstration and Instructions.
- K. Testing, adjusting and balancing.
- L. Protecting Installed Construction.

1.2 EXAMINATION

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

1.3 PREPARATION

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

1.4 FIELD ENGINEERING (Not Required)

1.5 PROTECTION OF ADJACENT CONSTRUCTION

- A. Protect existing adjacent properties and provide special protection where specified in individual Specification Sections.
- B. Provide protective coverings at wall, projections, jambs, sills, and soffits of existing openings.
- C. Protect existing finished floors, stairs, and other existing surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- D. Repair adjacent properties damaged by construction operations to original condition to the satisfaction of the Owner
- E. Prohibit unnecessary traffic from existing landscaped areas.
- F. Restore grassed landscaped areas damaged by construction operations to full healthy growth, by installing loam and sod to the requirements, and under the supervision of, the University's Associate Director of Lands and Grounds.

1.6 CUTTING AND PATCHING

- A. Employ original, or skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements which affect:
 - 1. Structural integrity of element.
 - 2. Efficiency, maintenance, or safety of element.
 - 3. Visual qualities of sight-exposed elements.
 - 4. Existing construction, or Work of separate contractor.
- C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
 - 1. Fit the several parts together, to integrate with other Work.

2. Uncover Work to install or correct ill-timed Work.
 3. Remove and replace defective and non-conforming Work.
 4. Remove samples of installed Work for testing.
 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute Work by methods that will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.
- E. Cut masonry, concrete, and other rigid materials using masonry saw or core drill.
- F. Restore Work with new Products in accordance with requirements of Contract Documents.
- G. Fit Work tight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.
- H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- I. At penetration of fire rated , partitions, ceiling, or floor construction completely seal voids with fire rated or fire resistant material in accordance with Section 07840, to full thickness of the penetrated element.
- J. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
- K. Identify any hazardous substance or conditions exposed during the Work to the Architect for decision or remedy.
- 1.7 SPECIAL PROCEDURES
- A. Materials: As specified in product Sections; match existing with new products, or salvaged products as appropriate, for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- D. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- E. Remove debris and abandoned items from area and from concealed spaces.
- F. Prepare surface and remove surface finishes to provide installation of new Work and finishes.
- G. Close openings in exterior surfaces to protect existing Work from weather and extremes of temperature and humidity.

- H. Remove, cut, and patch Work in a manner to minimize damage and to provide means of restoring products and finishes to original or specified condition.
 - I. Refinish existing visible surfaces to remain in renovated rooms and spaces to specified condition for each material, with a neat transition to adjacent finishes.
 - J. Where new Work abuts or aligns with existing, provide a smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
 - K. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and submit recommendation to Architect for review.
 - L. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition to Architect for review.
 - M. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.
 - N. Patch or replace portions of existing surfaces which are damaged, or showing other imperfections.
 - O. Finish surfaces as specified in individual product Sections, or as indicated on the Drawings.
 - P. Sprinkler Impairment and Hot Work. The contractor shall comply with the practices of the State's insurance carrier for sprinkler impairment and hot work, as applicable. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Safety and Risk Management Office at the University of Rhode Island.
- 1.8 PROGRESS CLEANING AND WASTE REMOVAL
- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
 - B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
 - C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
 - D. Collect and remove waste materials, debris, and rubbish from site periodically or weekly and dispose of off-site.

- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.
- 1.9 FINAL CLEANING
- A. Execute final cleaning of areas affected by the Work prior to final project assessment.
 - B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
 - C. Remove waste and surplus materials, rubbish, and construction facilities from the site.
- 1.10 STARTING AND ADJUSTING OF SYSTEMS (Not Required)
- 1.11 DEMONSTRATION AND INSTRUCTIONS
- A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of Substantial Completion.
 - B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
 - C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manuals with Owner's personnel in detail to explain all aspects of operation and maintenance.
 - D. Demonstrate start-up, operation, control, adjustment, trouble shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled or agreed upon times, at equipment or system location.
 - E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- 1.12 TESTING, ADJUSTING, AND BALANCING (Nor Required)
- 1.13 PROTECTING INSTALLED CONSTRUCTION
- A. Protect installed Work and provide special protection where specified in individual specification sections.
 - B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
 - C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Repair or replace installed Work damaged by construction operations, as directed by the Architect.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01780 - CLOSEOUT SUBMITTALS

PART 1 - GENERAL

1.1 SECTION INCLUDES

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

1.2 CLOSEOUT PROCEDURES

- A. Submit a written certification that the Contract Documents have been reviewed, the Work has been inspected, and that the Work is complete in accordance with the Contract Documents and is ready for the Architect's review.
- B. Provide submittals to Architect that are required by governing or other authorities, including abatement invoices correctly prepared as proscribed in Section 13280. Failure to include correctly prepared abatement invoices will delay issuing of final payment.
- C. Provide submittals to Architect that are required by the governing or other authorities, including the following closeout documents:
 - 1. AIA Document G706 - Contractor's Affidavit of Payment of Debts and Claims, 1994 Edition.
 - 2. AIA Document G706A - Contractor's Affidavit of Release of Liens, 1994 Edition.
 - 3. AIA Document G707 - Consent of Surety to Final payment, 1994 Edition.
- D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- E. The Owner will occupy all portions of the building as specified in Section 01100.

1.3 QUALITY ASSURANCE

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

1.4 MAINTENANCE SERVICE

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

1.5 OWNER'S MANUALS

- A. Submit the data for Operations and Maintenance, Materials and Finishes, and Equipment and Systems Manuals bound in 8-1/2 x 11 inch text pages, in minimum 2 inch size three D side ring commercial quality binders with durable cleanable plastic covers.
- B. Prepare binder covers with the printed title of the manual, title of the project [, and the subject matter of binder when multiple binders are required].
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Drawings: Provide with reinforced punched binder tab. Bind in with the text; fold the larger drawings to the size of the text pages.
- E. Submit two copies of a preliminary draft of the proposed formats and outline of the contents before the start of work. The Architect will review drafts and return one copy with comments.
- F. Submit one copy of the completed volumes 15 days prior to final inspection for final review. This copy will be reviewed and returned [after final inspection], with the Architect's comments. Revise the content of the document sets as required prior to final submission.
- G. Submit two sets of revised final volumes in final form within ten days after final inspection.

1.6 OPERATIONS AND MAINTENANCE MANUALS

- A. Contents: Prepare the Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
 - 1. **Part 1:** Directory, listing the names, addresses, and telephone numbers of the Architect, Contractor, Subcontractors, and major equipment suppliers.
 - 2. **Part 2:** Operation and maintenance instructions, arranged by system and subdivided by the specification Section. For each category, identify the names, addresses, and telephone numbers of the Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.

- e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for [special] finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
3. **Part 3:** Project documents and certificates, including the following:
- a. Shop drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. [Originals] [Photocopies] of warranties and bonds.

1.7 MATERIALS AND FINISHES MANUALS

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

1.8 EQUIPMENT AND SYSTEMS MANUALS

- A. For equipment, or component parts of equipment put into service during construction and operated by the Owner, submit documents within 10 days after acceptance.
- B. Each Item of Equipment and Each System: Include a description of the unit or system, and the component parts. Identify the function, normal operating characteristics, and limiting conditions. Include performance curves, with Architecting data and tests, and complete nomenclature and model number of replaceable parts.
- C. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- D. Include a servicing and lubricating schedule, and a list of lubricants required.
- E. Include the manufacturer's printed operation and maintenance instructions.
- F. Include the original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

- G. Additional Requirements: As specified in the individual product specification Sections.

1.9 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Furnish spare parts, maintenance, and extra products in the quantities specified in the individual specification Sections.
- B. Deliver to the Project site and place in a location as directed by the Owner; obtain a receipt prior to final payment.

1.10 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by the responsible subcontractors, suppliers, and manufacturers, within 10 days after the completion of the applicable item of work.
- B. Execute and assemble the transferable warranty documents and bonds from the subcontractors, suppliers, and manufacturers .
- C. Verify that the documents are in the proper form, contain full information, and are notarized.
- D. Co-execute the submittals when required.
- E. Include a Table of Contents and assemble in a three D side ring binder with a durable plastic cover.
- F. Submit prior to the final Application for Payment.
- G. Time of Submittals:
 - 1. For equipment or component parts of equipment put into service during construction with the Owner's permission, submit the documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after the Date of Substantial Completion, prior to the final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond the Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty or bond period.

1.11 PROJECT RECORD DOCUMENTS

- A. Maintain on the site one set of the following record documents; record actual revisions of the Work for all trades:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instructions for assembly, installation, and adjusting.
- B. Ensure the entries are complete and accurate, enabling future reference by the Owner.

- C. Store the record documents separate from the documents used for construction.
- D. Record information concurrent with the construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product Section description of the actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record the actual construction including:
 - 1. Measured horizontal and vertical locations of the underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Measured locations of internal utilities and appurtenances concealed in the construction.
 - 3. Field changes of dimension and detail.
 - 4. Details not on the original Contract drawings.
- G. Legibly marked Specifications, and legibly marked Record Drawings and Shop Drawings shall constitute the Project Record Documents in paper form.
- H. At completion of the Work of the Contract, the Architect will furnish the Contractor a disc, or discs, containing the construction drawings in AutoCAD 2000 form, and the Project Manual content in Microsoft Word form.
- I. Transfer the information from the Project Record Documents in paper form to the disc, or discs, and return to the Architect along with the Project Record Documents in paper form. The disc, or discs, will constitute the Project Record Documents in digital form.
- J. The Architect will review the Project Record Documents and compare them for accuracy, and if necessary return them to the Contractor for final correction. At the time of final submission, submit a claim for the final Application for Payment.
- K. Abatement Invoices: Application for Payment must be accompanied with shipping documents for disposal of the abated material as specified in Section 13280.
- L. No review or receipt of record of Project Record Documents by the Architect or the Owner shall be interpreted as a waiver of any deviation from the Contract Documents or Shop Drawings , or in any way relieve the Contractor from responsibility to perform the Work in accordance with the Contract Documents and the Shop Drawings to the extent they are in accordance with the Contract Documents
- M. Update the on-site Project Record Documents on a regular basis. Monthly payments will not be processed if Project Record Documents are not maintained up to date.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 024119 - SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

- 1. Demolition and removal of selected portions of building or structure.

B. Related Requirements:

- 1. Section 01100 "Summary" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.
- 2. Section 01700 "Execution" for cutting and patching procedures.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner, ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be selectively demolished.

2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

- B. Participate in Pre-Installation Co-ordination meeting, coordinating selective demolition work with Moisture Mitigation Work and with Finish Flooring application.

1.6 CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

1. Before selective demolition, Owner will remove the following items:

- a. Column Protection Pads.

- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

- D. Hazardous Materials: Hazardous materials are present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.

1. Hazardous material remediation is specified elsewhere in the Contract Documents.
2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
3. Owner will provide material safety data sheets for suspected hazardous materials that are known to be present in buildings and structures to be selectively demolished because of building operations or processes performed there.

- E. Storage or sale of removed items or materials on-site is not permitted.

- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- B. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas containing selective demolition work.
 - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary caps, etc. that maintain integrity of affected component.
 - 3. Disconnect, salvage components indicated to be removed and re-installed.
 - a. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Comply with requirements for access and protection specified in Section 015000 "Temporary Facilities and Controls."

- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 3. Cover and protect furniture, furnishings, and equipment that have not been removed.
 4. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 2. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 3. Dispose of demolished items and materials promptly.
- B. Removed and Salvaged Items:
1. Clean salvaged items.
 2. Protect items from damage during transport and storage.
- C. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse.
 2. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Poured resilient Flooring:
1. Refer to requirements for Hazardous materials.
 2. Existing flooring was poured in two layers in most areas. For Base Bid assume that flooring is ¾" thick. See Unit Prices for changes to assumptions.

- a. In some areas, existing expansion joints were treated with tape-like material to bridge joints. Remove material.
3. Use all techniques as required to remove material and prepare for new flooring installation.
 - a. Scrape existing flooring to remove.
 - b. Remove extraneous materials from slab.
 - c. Shotblast existing slab with an apparatus that abrades the concrete surface, contains the dispensed shot within the apparatus, and recirculates the shot by vacuum pickup.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them.
 1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 055000 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Metal floor plate covers for Pole Vault Boxes

1.3 ACTION SUBMITTALS

- A. Shop Drawings: Show fabrication and installation details for metal fabrications.
 - 1. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.
 - 2. Reflect field measurements in shop drawing.
 - 3. Make adjustments to designed configuration, as required to have unit sit on shelf, top of adhered flooring flush with adjacent flooring.

1.4 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."

1.5 PROJECT CONDITIONS

- A. Field Measurements: Verify actual size and configuration of aluminum pole vault boxes by field measurements before preparation of shop drawings.
 - 1. Show existing conditions on shop drawings.

PART 2 - PRODUCTS

2.1 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated.

2.2 NONFERROUS METALS

- A. Aluminum Plate and Sheet: ASTM B 209 (ASTM B 209M), Alloy 6061-T6.

2.3 MISCELLANEOUS MATERIALS

- A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

2.4 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- D. Form exposed work with accurate angles and surfaces and straight edges.
- E. Weld corners and seams continuously to comply with the following:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.

2.5 METAL FLOOR PLATE

- A. Fabricate from aluminum plate of thickness indicated below:
 - 1. Thickness: 1/4 inch.
- B. Co-ordinate unit to have resilient sheet flooring adhered to top surface.
- C. Size assembly to sit in existing shelf, with top of flooring on new cover plate level and flush with adjacent finish flooring.
- D. Provide aluminum plate supports and stiffeners as indicated.
- E. Provide cut-out to serve as handles for lifting floor plate.
- F. Secure neoprene to surfaces that will be in contact with pole vault box.

2.6 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Finish exposed surfaces to remove tool and die marks and stretch lines, and to blend into surrounding surface.

2.7 ALUMINUM FINISHES

- A. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
- B. As-Fabricated Finish: AA-M10 (Mechanical Finish: as fabricated, unspecified).

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install unit for easy removal to sit with top of flooring on new cover plate perfectly flush with adjacent flooring.

END OF SECTION 055000

SECTION 096513 - RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Resilient base- as part of Alternate #1
 - 2. Resilient molding accessories.
- B. Related Sections:
 - 1. Section 096566 "Resilient Athletic Flooring" for resilient floor coverings for use in athletic-activity areas.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of product indicated.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Furnish not less than 10 linear feet for every 500 linear feet or fraction thereof, of each type, color, pattern, and size of resilient product installed.

1.5 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
 - 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F.

1.7 PROJECT CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive resilient products during the following time periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- B. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.

PART 2 - PRODUCTS

2.1 RESILIENT BASE

- A. Resilient Base:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Armstrong World Industries, Inc.
 - b. Flexco, Inc.
 - c. Johnsonite.
 - d. Mondo Rubber International, Inc.
 - e. Roppe Corporation, USA.
- B. Resilient Base Standard: ASTM F 1861.
 - 1. Material Requirement: Type TS (rubber, vulcanized thermoset) or Type TP (rubber, thermoplastic).
 - 2. Manufacturing Method: Group I (solid, homogeneous).
 - 3. Style: Straight (flat or toeless).
- C. Minimum Thickness: 0.125 inch.
- D. Height: 4 inches.
- E. Lengths: Cut lengths 48 inches long or coils in manufacturer's standard length.
- F. Outside Corners: Job formed.
- G. Inside Corners: Job formed.

- H. Finish: Satin.
- I. Colors and Patterns: Black

2.2 RESILIENT MOLDING ACCESSORY

- A. Resilient Molding Accessory:
 - 1. **Manufacturers:** Subject to compliance with requirements, provide products by one of the following:
 - a. [Flexco, Inc.](#)
 - b. [Johnsonite.](#)
 - c. [Roppe Corporation, USA.](#)
- B. Description: As required to join new athletic surface flooring to existing conditions at transitions:
 - 1. Cap for cove resilient floor covering
 - 2. Reducer strip for resilient floor covering
 - 3. Transition strips.
- C. Material: Rubber.
- D. Profile and Dimensions: To suit existing conditions.
- E. Colors and Patterns: Black .

2.3 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- C. Do not install resilient products until they are same temperature as the space where they are to be installed.
 - 1. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- D. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

3.3 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Job-Formed Corners:
 - 1. Outside Corners: Use straight pieces of maximum lengths possible. Form without producing discoloration (whitening) at bends.
 - 2. Inside Corners: Use straight pieces of maximum lengths possible.

3.4 RESILIENT ACCESSORY INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient accessories.
- B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of resilient floor covering that would otherwise be exposed.

3.5 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
 - 1. Remove adhesive and other blemishes from exposed surfaces.
 - 2. Sweep and vacuum surfaces thoroughly.
 - 3. Damp-mop surfaces to remove marks and soil.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Cover resilient products until Substantial Completion.

END OF SECTION 096513

SECTION 096566 - RESILIENT ATHLETIC FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Rubber sheet flooring.
 - 2. Accessories

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show installation details and locations of the following:
 - 1. Floor patterns.
 - 2. Layout, colors, widths, and dimensions of game lines and markers.
- C. Samples for Initial Selection: For each type of flooring indicated.
 - 1. Game-Line and Marker Paint: Include charts showing available colors and glosses.
- D. Samples for Verification: For each type, color, and pattern of flooring indicated, 12-inch square Samples of same thickness and material indicated for the Work.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified flooring Installer.
- B. Sample of the Warranty

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For flooring to include in maintenance manuals.
- B. Warranties by installer and manufacturer.
- C. Certificates of Compliance
 - 1. Provide certificates from licensed surveyor indicating compliance with NCAA and IAAF standards for court and lane markings and height of basketball goals.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, before installation begins, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
1. Sheet Flooring: As follows:
 - a. Furnish full-width, full length rolls of not less than **10 linear feet** for each **500 linear feet** or fraction thereof, of each type, color, and pattern of flooring installed.
 - 1) Roll width shall match roll width of product installed.
 - b. If Alternate #1 is accepted, include same percentage of maintenance materials.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Prime contractor for this project shall be one of the following manufacturer- approved Athletic Flooring Installers. The manufacturer has pre-qualified the following contractors as experienced Installers who have completed sheet flooring installations using products and methods indicated for this Project and similar in material, design, and extent to that indicated for this Project; and whose work has resulted in installations with a record of successful in-service performance.

1. Mathusek Incorporated
25 Iron House Road
Oakland, NJ 07436

H. Warren Mathusek, President CEO
hwmathusek@mathusek.com
201-405-0004

2. SportsBuilders, Inc.
4628 Crossroads Park Dr.
Liverpool, NY 13088

Greg Gebhardt
ggebhardt@icebuilders.com
800-344-2708

3. Athletic Surfaces Inc.
599 North Ave, Door 6
Wakefield, MA 01880

J. Robert Belkner, Jr.
rob@athleticsurfacesinc.com
781-213-5488

4. Miller Flooring
827 Lincoln Ave– Suite 12
19380 West Chester, PA 19380

Bill Miller
bill@millerflooring.com

610-626-1000

5. Kiefer Specialty Flooring Inc.
2910 Falling Waters Blvd.
Lindenhurst, IL 60046-6799

Brion Rittenberry
Brion@kieferfloors.com
847-245-8450

B. TRACK AND COURT CALCULATIONS AND CERTIFICATIONS

1. Provide Track and Court Calculations and Certifications showing evidence that markings meet requirements of referenced organizations.
2. Calculations and certifications shall be performed by
 - a. Gago Lining
169 E Ripple Ave
Oshkosh, WI 54902
920-233-0606 or 414-233-0606

C. MOISTURE MITIGATION TREATMENT CO-ORDINATION

1. Review products and procedures proposed by moisture mitigation contractor as specified in Division 9 Section Epoxy Moisture Mitigation Systems.
2. Insure that proposed treatments will yield substrate suitable for and approved by manufacturer of rubber sheet flooring.
 - a. Co-ordinate underlayments and adhesives with requirements of manufacturer of moisture mitigation system.
 - b. Co-ordinate schedule of underlayment installation and flooring installation with requirements of manufacturer of moisture mitigation system.
3. Do not allow any treatment to begin without flooring installer and manufacturer's approval.

1.8 WARRANTY

- A. Rubber surfacing material shall be fully guaranteed to be suitable for intended use and fully guaranteed against faulty workmanship and/or material defects by the manufacturer and the Installer for a period of five years from the date of Substantial Completion.
- B. Rubber surfacing material found to be defective as a result of faulty workmanship and/ or material defect shall be replaced or repaired at no charge upon written notification within the guarantee period. Defects include but are not limited to:
 1. Cracking, seam puckering, or buckling
 2. Loss of adhesion
- C. Exclusions: Warranties specified in this Article exclude deterioration or failure due to:
 1. Mechanical damage caused by individuals, tools, or other outside agents.
 2. Changes in physical appearance caused by accumulation of dirt or incorrect maintenance.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages and containers, with seals unbroken, bearing manufacturer's labels indicating brand name and directions for storing.
- B. Store materials to prevent deterioration. Store rolls upright.

1.10 FIELD CONDITIONS

- A. Adhesively Applied Products:
 - 1. Maintain temperatures during installation within range recommended in writing by manufacturer, but not less than 70 deg F (21 deg C) or more than 95 deg F (35 deg C), in spaces to receive flooring 48 hours before installation, during installation, and 48 hours after installation unless longer period is recommended in writing by manufacturer.
 - 2. Close spaces to traffic during flooring installation.
 - 3. Close spaces to traffic for 48 hours after flooring installation unless manufacturer recommends longer period in writing.

1.11 COORDINATION

- A. Coordinate work with removals activities and work of moisture mitigation.
- B. Coordinate layout and installation of flooring with work related to existing and new inserts.

PART 2 - PRODUCTS

2.1 RUBBER SHEET FLOORING

- A. Manufacturers: Provide products as manufactured by the following without substitution.
 - 1. [Mondo America Inc.](#)
- B. Description: Rubber athletic flooring provided as rolled goods for adhered installation.
- C. Products: Where indicated, furnish the following named products without substitution:
 - 1. Mondotrack FTX – thickness 0.512” (13mm)
 - a. Prefabricated synthetic rubber track surfacing, calendared and vulcanized with a closed cell structure, based on special isoprenic rubbers, mineral fillers, stabilizing agents and pigmentation, highly resistant to UV rays and atmospheric agents, with system of differential elasticity between top surface and base..
 - b. Colors
 - 1) P31 Medium Gray
 - 2) P85 Light Blue
 - 3) P86 Marine Blue
 - c. Roll Width: 3’ to 6’ wide
 - d. Roll Length –longest length that is practical to minimize splicing
 - e. Surface Texture: FTX Track Embossing

2. Sportflex M –thickness 0.472” (12 mm)
 - a. Prefabricated rubber athletic flooring, calendared and vulcanized with a closed cell structure, based on special isoprenic rubbers, mineral fillers, stabilizing agents and pigmentation, highly resistant to UV rays and atmospheric agents, with system of differential elasticity between top surface and base..
 - b. Color – P31 Medium Gray
 - c. Roll Width: 5’ wide
 - d. Roll Length –longest length that is practical to minimize splicing
 - e. Surface Texture: Sportflex M Embossing

3. Sport Impact – thickness .394” (10mm) – as part of Alternate #1
 - a. Prefabricated rubber athletic flooring, calendered and vulcanized with a base of natural and synthetic rubbers, stabilizing agents and pigmentation. Manufactured in two layers which are vulcanized together. The shore hardness of the top layer will be greater than that of the bottom layer.
 - b. Color: 018 Dark Grey (speckled array)
 - c. Roll Width – 6’ wide
 - d. Surface Texture - sealskin

2.2 ACCESSORIES

- A. Trowelable Leveling and Patching Compound: Latex-modified, hydraulic-cement-based formulation approved by flooring manufacturer.

- B. Adhesives: Type as recommended in writing by manufacturer for substrate and conditions indicated. Secure approval of epoxy moisture mitigation membrane manufacturer and installer.

- C. Game-Line and Marker Paint: Complete system including primer, if any, compatible with flooring and recommended in writing by flooring and paint manufacturers for use indicated.

- D. Johnsonite Subfloor Leveler System:
 1. If Alternate #1 is accepted, provide wedge shaped Johnsonite Leveler Strips to accommodate flooring differential at juncture of Base Bid work and work of Alternate #1.
 2. Provide components and accessories to suit the conditions.

- E. Aluminum Pit Covers
 1. Manufacturer: UCS
511 Hoffman Road
Lincolnton, NC 28092
800-526-4856
www.ucsspirit.com
 2. Long Jump Triple Reinforced Jump Pit Cover System
 - a. 519-1216 series with recess to suit finish flooring
 - b. Custom configuration to fit existing pits

- c. Pit covers shall be designed and engineered to withstand the following structural loads without exceeding the allowable design working stresses of the materials involved, including anchors and connections.
 - 1) Capable of withstanding a Live load of not less than 125 lb/ sq. ft.

- F. Take Off System
 1. Manufacturer: UCS
511 Hoffman Road
Lincolnton, NC 28092
800-526-4856
www.ucsspirit.com
 2. Product: "Grand Prix Long Jump/ Triple Jump Take-off System 519-2100," consisting of foundation tray, blanking lid, take-off board and plasticene insert. Include recess for finish flooring

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances, moisture content, and other conditions affecting performance of the Work.
 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
 2. Submit documentation to Owner that existing conditions are acceptable and appropriate for the installation.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written recommendations to ensure adhesion of flooring.

- B. Concrete Substrates:
 1. Refer to other sections for requirements for shotblasting. Where existing conditions or shotblasting operations reveal damaged or deteriorated concrete, repair concrete according to Mondo's written recommendations.
 2. Verify that moisture mitigation treatment is cured and approved and ready for flooring operations.

3. If “cover by” period has expired, prepare membrane for installation in accordance with moisture mitigation treatment membrane’s recommendations.
- C. Use trowelable leveling and patching compound to fill cracks, holes, and depressions in substrates.
 1. For Base Bid, assume that 1/8” leveling fill will be required in Base Bid Area.
 2. For Alternate #1, assume that 1/8” leveling fill will be required in Alternate #1 Area.
 3. Refer to Unit Prices for changes to these assumptions.
 - D. Move flooring and installation materials into spaces where they will be installed at least 48 hours in advance of installation unless manufacturer recommends a longer period in writing.
 1. Do not install flooring until they are same temperature as space where they are to be installed.
 - E. Sweep and vacuum clean substrates to be covered by flooring immediately before installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, and dust.
 - F. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 FLOORING INSTALLATION, GENERAL

- A. Comply with manufacturer's written installation instructions.
- B. Scribe, cut, and fit flooring to butt neatly and tightly to vertical surfaces, equipment anchors, floor outlets, and other interruptions of floor surface.
- C. Extend flooring into toe spaces, door reveals, and similar openings unless otherwise indicated.
- D. Extend flooring onto pit covers, take-off board, and pole vault cover plates.
- E. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating subfloor markings on flooring. Use nonpermanent, nonstaining marking device.

3.4 SHEET FLOORING INSTALLATION

- A. Unroll sheet flooring and allow it to stabilize before cutting and fitting.
- B. Lay out sheet flooring as follows:
 1. Maintain uniformity of flooring direction.
 2. Minimize number of seams; place seams in inconspicuous and low-traffic areas, at least **6 inches (150 mm)** away from parallel joints in flooring substrates.
 3. Match edges of flooring for color shading at seams.
- C. Adhered Flooring: Adhere products to substrates using a full spread of adhesive applied to substrate to comply with adhesive and flooring manufacturers' written instructions, including those for trowel notching, adhesive mixing, and adhesive open and working times.

1. Provide completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

3.5 GAME LINES AND MARKERS

- A. Mask flooring at game lines and markers, and apply paint to produce sharp edges. Where crossing, break minor game line at intersection; do not overlap lines.
- B. Lay out striping and markings in accordance with current International Amateur Athletic Federation (IAAF) and National Collegiate Athletic Association (NCAA) rules, except as otherwise indicated:
 1. Courts
 - a. Basketball – to High School Standard
 - 1) Add Men’s NCAA 3 Point circle line
 - b. Tennis
 - c. Volleyball
 2. Track and Field Events as follows:
 - a. 55/60M
 - b. 55/60 Hurdles
 - c. 200M
 - d. 400M
 - e. 500M
 - f. (600M) (High School)
 - g. 800M
 - h. 1000M
 - i. (1500M) (High School)
 - j. Mile
 - k. 3000M
 - l. 5000M
 - m. 4 x 200M (High School)
 - n. 4 x 400M
 - o. 4 x 800M
 - p. DMP (Distance Medley Relay)
 - q. Long Jump
 - r. Triple Jump
 - s. Pole Vault
 - t. High Jump
 - u. Shot Put
 - v. 35#/20# Weight
 3. Where markings or color choices are discretionary, determine preference and secure approval from URI Athletic Department representatives.
 4. Make adjustments to location and height of basketball goal to meet referenced standards.
 5. Upon completion, provide all necessary computations and drawings and a letter of certification attesting to the accuracy of the markings and basketball goal locations.

3.6 CLEANING AND PROTECTING

- A. Perform the following operations immediately after completing flooring installation:
 - 1. Remove adhesive and other blemishes from flooring surfaces.
 - 2. Sweep and vacuum flooring thoroughly.
 - 3. Damp-mop flooring to remove marks and soil after time period recommended in writing by manufacturer.

- B. Protect flooring from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods recommended in writing by manufacturer.
 - 1. Do not move heavy and sharp objects directly over flooring. Protect flooring with plywood or hardboard panels to prevent damage from storing or moving objects over flooring.

END OF SECTION 096566

SECTION 099656 -EPOXY MOISTURE MITIGATION SYSTEMS**PART 1 - GENERAL****1.1 SECTION INCLUDES**

- A. Furnish all labor, materials, tools and equipment as necessary to perform installation of a surface applied moisture mitigation system (vapor retarder) on existing concrete slab as shown on drawings and as specified in this section.
- B. Repairs and preparation of concrete floors.
- C. Related Sections:
 - 1. See Section 024119 Selective Structure Demolition
 - 2. See Section 096566 Resilient Athletic Flooring

1.2 REFERENCES

- A. ASTM F 1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride; 1998.
- B. ASTM F 2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes; 2009.
- C. ASTM E 96 - Standard Test Methods for Water Vapor Transmission of Materials; 1995.

1.3 SUBMITTALS

- A. General:

Submit manufacturer's certification that proposed materials, details and systems as indicated and specified fully comply with manufacturer's details and specifications. If any portion of Contract Documents or other specified materials do not conform to manufacturer's standard recommendations, submit notification of portions of design that are at variance with manufacturer's specifications.
- B. Product Data:
 - 1. Submit manufacturer's literature, installation instructions and MSDS (Material Safety Data Sheet) for each product.
 - 2. Test data: Submit independent testing laboratory data for product, evidencing:
 - a. up to 97% reduction of water vapor transmission (tested as per ASTM E 96-95).
 - b. product is insensitive to alkaline environment up to pH 14 (tested as per ASTM D 1308)
 - c. no after flaming, no delamination, warpage or flaming pieces when subjected to radiant heat as per ASTM E 648-03.

1.4 PRECONSTRUCTION TESTING

- A. On February 5, 2011, the Owner performed early relative humidity testing in 7 locations with the following results:
- a. 91%
 - b. 93%
 - c. 93%
 - d. 94%
 - e. 92%
 - f. 98%
 - g. 89%
- B. Provide the following required testing to confirm suitability of specified mitigation
- a. Test existing slab by extracting a minimum of 6 cores, 1” to 4” in diameter, 1” to 4” length.
 - i. Preferred extraction is dry.
 - ii. Test for:
 1. Inorganic content with Ion Chromatography, sample depth 0-3 mm and 3-6 mm below top of concrete surface for Sodium (NA), Potassium (k), Sulfate (SO₄) and Chloride (Cl) concentrations in ppm.
 2. Organic content with Spectroscopy Analysis. Results in ppm and percentage.
 - iii. Testing shall be performed by
 1. Minerology, Inc.
Attn: Tim Murphy
3228 East 15th Street
Tulsa Oklahoma 74101
918-744-8284
 - b. Test existing slab for Relative Humidity
 - i. Use ASTM F2170 Standard
 - ii. Provide six tests.
 - c. Test existing slab for Moisture Vapor Emission Rate
 - i. Use ASTM F 1869
 - ii. Provide six tests.
- C. Repeat testing for Moisture Vapor Emission Rate after moisture mitigation membrane is in place to demonstrate compliance with reduction requirements.
- a. Provide six tests.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
1. Company specializing in manufacturing products specified in this Section with minimum 10 years documented experience.
- B. Installer Qualifications:
1. Acceptable to manufacturer with documented experience on at least 3 projects of similar nature in past 5 years and/or training provided by the product manufacturer.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver and store in a dry, well ventilated area at minimum 50 deg F (10 deg C) and maximum 90 deg F (32 deg C).

- B. Deliver materials in manufacturer's unopened containers fully identified with brand, type, grade, class and all other qualifying information. Provide Material Safety Data Sheets for each product.

1.7 SYSTEM REQUIREMENTS

- A. Coordinate floor sealing installation with other trades.
 - a. Participate in Pre-Installation Co-ordination meeting, coordinating selective demolition work with work of this section and with Finish Flooring installation.
 - b. Assure that proposed underlayments, adhesives are compatible with moisture mitigation system.
 - c. Co-ordinate timing of mitigation with flooring installation to conform with product limitations. Discuss alternative scenarios if 'recoating time' is missed.
- B. Provide materials and accessories in timely manner so as not to delay Work.

1.8 PROJECT CONDITIONS

- A. Maintain surfaces to be sealed and surrounding air temperature at not less than 50 deg F (10 deg C).
- B. Exercise caution when temperatures exceed 90 deg F (32 deg C).

1.9 WARRANTY

- 1 A. Special Warranty: Manufacturer's standard form in which manufacturer and Applicator agree to repair or replace materials that fail to reduce moisture vapor emission rate to 3lbs/ 24 hours-1000 square within specified warranty period. Replacement also includes material and labor for replacement of finish flooring.
 - 1 Warranty Period: Ten years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Approved Manufacturers: AQUAFIN, Inc. 505 Blue Ball Rd., #160, Elkton, MD, Phone (800) 394-1410 or (410) 392-2300; Fax (410) 392-2324; e-mail info@aquafin.net.
- B. Specified system is the "Basis of Design." Equal system as manufactured by Koster Waterproofing Systems from the Vap I series will be considered as a substitution. Requests for substitutions will be considered only if submitted to the architect/engineer in writing and must include substantiation of product performance, 10 days prior to the original bid date.
 - a. Include product data for the proposed system, sample warranty.

- b. Include a description of any adjustments that will be required to work of other trades.

2.2 MATERIALS

- A. Moisture Vapor Emission Reduction Control System (concrete floor sealer): One-part system consisting of a two-component, 100% solids, solvent free, moisture tolerant, high density, low odor, chemically enhanced epoxy based product which must reduce vapor emissions (MVER) to 3 lbs/24 hrs*1000 SF or less and be compatible with floor finishes and adhesives as specified in other sections of this Project Manual. Characteristics:
1. Product: VAPORTIGHT COAT®-SG3
 2. Component-A and B: Precise blend of clear and yellowish liquid
 3. VOC content: 0 g/L
 4. Bond/Adhesion: (ASTM D-4541) >220 psi (>1.5 Mpa) at 28 day old concrete
 5. Permeance: (ASTM E-96) <0.5 perm (<3.1E⁻⁰⁸ grams/Pa*s*m²)
 6. Alkaline Resistance: (ASTM D-1308) up to pH 14
 7. Vapor Reduction: (ASTM E-96) up to 97%
 8. Cured for installation of flooring: 12 hrs at 73 deg F (23 deg C)
 9. pH on cured surface: 7
 10. Average Critical Radiant Flux: 1.00 W/cm² (ASTM E 648-03)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine all construction substrates and conditions under which concrete floor sealer material is to be installed. Do not proceed with the concrete floor sealer installation until unsatisfactory conditions are corrected.
- B. Assure that surfaces to be treated do not contain any kind of sealer or organic compounds.
- C. Anhydrous Calcium Chloride Testing as per ASTM F-1869 and/or Relative Humidity Testing as per ASTM F-2170:
1. Review all test results.
 2. If test results demonstrate any conditions that would indicate limitations on specified system, report at once to Owner and Architect.
 - i. Suggest adjustments to specified work to accomplish specified Moisture Vapor Reduction.
 3. Perform additional testing if required to confirm product selection and secure specified warranty.

3.2 PREPARATION

- A. Protect adjacent surfaces not designated to receive concrete floor sealer.
- B. Substrate preparation:
1. Refer to scope of removals specified in Division 2. Review substrate to insure complete removal of existing floor coverings, coatings and adhesives down to bare concrete and to

insure removal of curing compounds, efflorescence, dust, grease, laitance, etc. with steel shot blasting, abrasive (sand) blasting or grinding using a diamond cup blade.

2. Assure that all slabs have surface profile ICRI CSP 3 - 5 (ICRI, Des Plaines, IL, Guideline No.03732.) for mechanical bond (i.e. medium grit sandpaper). Smooth surfaces are not acceptable, they must be shot blasted.
3. Burn off reinforcing fibers and collect and vacuum remains.
4. Repair defective areas such as honeycombs, cracks or other defects with a suitable repairing or manufacturer recommended mortar.
5. Treat saw cut and expansion joints as per manufacturer's application guideline.
6. Note that the installation of cementitious underlayment, leveling mortars, flash patching will be on top of surface applied concrete floor sealer.
7. Do not apply floor sealer to unprotected surfaces or surfaces where water has accumulated (puddles).

3.3 INSTALLATION

- A. Mix concrete floor sealer material in proportions recommended by manufacturer.
- B. Apply concrete floor sealer material in quantities as per manufacturer's specifications and recommendations.
 1. Apply in one coat at rate required to achieve reduction of moisture vapor emission.
 2. Apply using non-shed synthetic roller or notched squeegee to the still moist substrate, and carefully scrub it into the pores with a long handled scrub brush. Follow with a non-shed synthetic roller to achieve a uniform coverage.
- C. Control joints and expansion joints: refer to current valid manufacturer's technical datasheet and comply with all instructions.
- D. Co-ordinate installation of leveling fill and final flooring to be in accordance with requirements of mitigation membrane manufacturer.
 - a. Conform to 'recoat time'. If recoat time is missed, sand surface with a buffing machine with a sanding screen to scratch the surface. Clean with hot water and allow to dry before application of flooring system.
- E. Refer to other Division 9 section for floor install leveling course as per manufacturer's specifications and recommendations.

F. Refer to other Division 9 section for floor covering as per manufacturer's specifications and recommendations.

D. Note:

1. Water based adhesives under VCT, sheet vinyl, linoleum, rubber backed carpet or other non-breathable flooring systems require a cementitious underlayment on top of the concrete floor sealer for their curing process. Consult adhesive manufacturer for recommended minimum thickness of cementitious underlayment.
2. Pressure sensitive adhesives installed directly over concrete floor sealer require a longer "tack" time than listed on manufacturer's literature to prevent adhesive moisture entrapment.

3.4 CLEANING

- A. Remove left over materials and any foreign material resulting from the work from the site.
- B. Clean adjacent surfaces and materials.

END OF SECTION 099656