

SOLICITATION INFORMATION

December 23, 2011

RFQ #7449351

**TITLE: RESTORATION OF THE EISENHOWER HOUSE,
NEWPORT, RI**

CLOSING DATE AND TIME: 1/26/12 AT 2:00 PM

PRE-BID/ PROPOSAL CONFERENCE: YES

DATE: 1/9/12 TIME: 9:00 AM

MANDATORY: YES

**LOCATION: EISENHOWER HOUSE
FORT ADAMS STATE PARK
1 LINCOLN DRIVE
NEWPORT, RI 02840**

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

SECTION 00020 - INVITATION TO BID/NOTICE TO CONTRACTORS

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF ADMINISTRATION
OFFICE OF PURCHASES

DIVISION OF FACILITIES MANAGEMENT

INVITATION TO BID
NOTICE TO CONTRACTORS - BID NO. 7449351

The State of Rhode Island is soliciting bids for the Eisenhower House Carpentry Repairs, Newport, Rhode Island in accordance with plans and specifications dated, November, 2011

SEALED PROPOSALS ADDRESSED TO THE **STATE PURCHASING AGENT**, 1 CAPITOL HILL, PROVIDENCE, R.I. 02908-5855, SHALL BE RECEIVED UNTIL 1/26/12 at 2:00 PM. At that time they will be opened and read in public.

BIDS SHALL BE SUBMITTED ON THE FORMS PROVIDED WITH THE PLANS AND SPECIFICATIONS. Plans and specifications for submitting bid proposals may be obtained from the Purchasing Website.

A CERTIFIED CHECK OR BID BOND PAYABLE TO THE STATE OF RHODE ISLAND IN AN AMOUNT EQUAL TO FIVE PERCENT (5%) OF THE PROPOSAL SHALL BE SUBMITTED WITH THE BID.

A Performance and Payment Bond equal to one hundred percent (100%) of the contract price with a surety company registered and licensed in the State of Rhode Island shall be required of the successful bidder.

This project is subject to terms, conditions, and provisions of Chapters 2, 12, 13, and 14.1 of Title 37, Rhode Island General Laws 1956, as amended et. seq., and regulations promulgated thereunder, which require that ten percent (10%) of the dollar value of work performed on the project be performed by minority business enterprises, and prevailing wage rates to be paid under the Contract for this project must be in accordance with those prevailing wages on file in the Rhode Island Department of Labor, Office of the Director.

The included prevailing wage table may have been revised. It is the contractors 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.

Eisenhower House
Newport, Rhode Island

Carpentry Repairs
November, 2011

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 will result in disqualification.

A REPRESENTATIVE OF THE Rhode Island Historical Preservation and Heritage Commission AND/OR THE DESIGNER OF RECORD WILL BE PRESENT AT THE PROJECT SITE AT EISENHOWER HOUSE, FORT ADAMS STATE PARK, NEWPORT, RI ON 1/9/12 AT 9:00 AM FOR A MANDATORY PRE-BID CONFERENCE.

DEPARTMENT OF ADMINISTRATION
OFFICE OF PURCHASES
By: John O'Hara II
Chief Buyer

**Eisenhower House
Fort Adams State Park
Harrison Avenue
Newport, RI**

Specification for Carpentry Repairs

SECTION 00100 - INFORMATION FOR BIDDERS

1 PREPARATION AND SUBMISSION OF BID PROPOSAL

A The State of Rhode Island and Providence Plantations ("The State") invites General Bids on Eisenhower House Carpentry Repairs, Newport, Rhode Island

B Submit bids on the forms provided All blank spaces must be filled in, in **ink or typewritten**, in words and figures, and with the total of the bid proposal. Unauthorized conditions, limitations, or provisions attached to the bid will be cause for rejection of the bid. 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)222-2142, ext 134. Failure to comply will result in disqualification

C Bids shall be submitted in sealed envelopes bearing on the outside the name and address of the bidder and the name of the project for which the bid is submitted, the bid number, and date and time of opening

D. The sealed envelope containing the bid, shall be addressed to the State of Rhode Island, Office of Purchases, 1 Capitol Hill, Providence, RI, 02908-5855 and designated as bid for **Eisenhower House Carpentry Repairs, Newport, Rhode Island** (If sent by mail, the sealed envelope containing the bid, and marked as directed above, must be enclosed in another envelope addressed to the Office of Purchases, 1 Capitol Hill, Providence, RI, 02908-5855 and sent by registered mail) **SUBMIT ONLY THE ORIGINAL SIGNED COPIES OF THE BID.** **NOTE: BIDS sent by registered mail, courier service, or hand-delivered must show the bid number, date and time of opening on envelopes and outside wrappings.**

E. The State shall consider informal any bid not prepared and submitted in accordance with these provisions and shall waive any informality in or reject any and all bids. A bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement A bid received after the time and date specified shall not be considered. No bidder shall withdraw a bid within 90 days after the actual date of the opening

F. All defined terms herein are as set forth in the Supplementary Conditions, Article 1.1 Basic Definitions

2 RECEIPT OF BIDS

A Bids shall be received by the State at the Office of Purchases, 1 Capitol Hill, Providence, RI, 02908-5855, at the time and date specified in the " **INVITATION TO BID, NOTICE TO CONTRACTORS**"

B The following documents must accompany all bids on the forms specified:

- 1 **BID PROPOSAL**
- 2 **BID BOND**

3 ADDENDA AND INTERPRETATIONS

A Interpretations of the drawings, specifications, or other contract documents shall not be made orally. Requests for such interpretations shall be in writing addressed to the Rhode Island Historical Preservation and Heritage Commission, Providence, RI, 02908, and to be given consideration shall be received at least 12 WORKING DAYS prior to the date of the bid opening

B Interpretations and any supplemental instructions shall be in the form of written addenda to the specifications which will be mailed by the Office of Purchases to all prospective bidders not later than 5 working days prior to the date of the bid opening. All addenda issued shall become part of the contract documents

4 BIDDERS TO ACKNOWLEDGE ADDENDA

Bidders shall acknowledge receipt of addenda to the contract documents on the Bid Proposal Form. Failure to acknowledge addenda may cause the bid to be rejected.

5 ALTERNATES

There are no alternates for this contract

6 QUALIFICATIONS OF PRIME BIDDERS

A. The State of Rhode Island shall make such investigations as is deemed necessary to determine the ability of the bidder to perform the work in accordance with R.I.G.L. Title 5, Chapter 65.

B. A bidder shall be required on the Bid Proposal Form to furnish evidence satisfactory to the State that the bidder and the proposed subcontractors have sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner

C. **POWER OF ATTORNEY:** Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

D. The successful bidder, upon failure or refusal to execute and deliver the documentation required by the State within the time allotted by the State after receipt of the Notice of Tentative Award, shall forfeit to the State, as liquidated damages for such refusal, the surety deposited

with the bid. The State will then proceed to terminate the Notice of Tentative Award.

7 SUBSTITUTIONS:

A. 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.

B. No Substitution will be considered prior to receipt of Bids unless written request for Approval has been received by the Architect at least 10 days 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 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.

C. 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.

D. No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

8 BID SURETY AND BOND:

A. Bids shall be accompanied by a certified check or Bid Bond in an amount equal to five percent (5%) of the bid proposal. Checks or bonds shall be returned to those Bidders not considered for award within seven (7) days. Others will be returned at the time of award of the Contract. The successful Bidder's Surety will be returned upon execution of the Contract. Bids may be held for a period of 90 days after the bid opening. All checks and Bid Bonds shall be returned, if no contract is executed.

B. POWER OF ATTORNEY: Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

C. RETENTION OF BID SURETY: The State reserves the right to retain the surety of all bidders until the successful bidder enters into the Contract or until such time as the award or cancellation of the Contract is announced at which point Sureties will be returned to all bidders by the State of Rhode Island, Office of Purchases.

D. Prior to signing the Contract, the State should require the successful bidder to secure and post a Labor and Materials Payment Bond and a Performance Bond, each in the amount of

100% of the Contract Sum, and each on the form provided in the Project Manual. Such bonds shall be issued by Surety acceptable to the State and licensed to conduct business in the State of Rhode Island.

E. The successful bidder, upon failure or refusal to execute and deliver the documentation required by the State within the time allotted by the State after receipt of the Notice of Tentative Award, shall forfeit to the State, as liquidated damages for such failure or refusal, the surety deposited with the bid. The State will then proceed to terminate the Notice of Tentative Award.

9 EXAMINATION OF DOCUMENTS AND SITE OF WORK

A. Before submitting a bid, each bidder shall examine the Drawings carefully, shall read the Specifications and all other proposed Contract Documents, and shall visit the site of the Work. Each bidder shall be fully informed prior to bidding as to existing conditions and limitations under which the Work is to be performed, and shall include in the bid a sum to cover the cost of items necessary to perform the Work as set forth in the proposed Contract Documents. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

B. It is intended that all figures and dimensions on the drawings shall agree, but the Contractor shall confirm the same before commencing the work and shall report all discrepancies to the State for adjustment. Failure to confirm the figures and dimensions before commencing the work, shall render the Contractor completely responsible for rectifying the work so affected to the complete satisfaction of the State. Cost of such work shall be at the Contractor's expense.

C. Work shown on the plans for which there are no particular specifications, or omissions from the plans and specification of items which are obviously needed to properly perform the work, shall not relieve the Contractor or subcontractor involved from furnishing and installing same. The Contractor shall carefully review the plans for miscellaneous items not mentioned. All such work shall be performed with materials and workmanship satisfactory to the State, at no additional expense.

10 STATE PROCEDURES AND REQUIREMENTS FOR EXECUTION OF CONTRACT

Upon receipt of a "Tentative Notice of Award" from the State of Rhode Island, Office of Purchases, the successful bidder must contact the Office of Purchases and commence to provide the following information to the State of Rhode Island, Office of Purchases within a period of 15 days:

1. Certification from the Office of Equal Employment Opportunity (EEO)
2. Materials and Labor Bond
3. Performance Bond

- 4 Certificates of Insurance
- 5 Power of Attorney
- 6 Any other contractual documents required by the State.

Upon completion of items 1 through 6 above, the successful bidder shall then be notified by the State of Rhode Island, Office of Purchases regarding execution of the contract for the project

Work on the project must begin within 10 days after issuance of a Purchase Order by the State of Rhode Island, Division of Purchases.

11 NOTICE OF SPECIAL REQUIREMENTS

A. Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

1. **Non-Collusive Affidavit**
2. **Insurance Requirements**
3. **Wage Rates (Schedule of Occupation Classification and Minimum Hourly**
4. **State Certifications**
 - A. **Bidder's Certification - Rhode Island Plan**
 - B. **Certification of Non-Segregated Facilities**
5. **R.I. Affirmative Action Plan**
6. **Federal Procurement Regulations**
7. **Minority Employment and EEO Compliance**
8. **Occupational Safety and Health Act (OSHA) of April 28, 1971 with latest**
9. **Copeland Anti-Kick Back Law**
10. **Clean Air Act of 1970**

B The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the State with particular regard to these special requirements

12. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable state and municipal laws, orders, rules, and regulations of all authorities having jurisdiction over construction work or otherwise in the locality of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full. However, where the drawings or specifications call for a more costly method of doing the work than is required by local law, the work is to be done as shown on the drawings or described in the specifications.

13 METHOD OF AWARD

The contract shall be awarded on the basis of the lowest base bid price or the lowest combination of base bid and selected alternates that produces an amount within the limits of funds available. If at the time the contract is to be awarded the lowest formal base bid submitted by a responsible bidder exceeds the funds available for the contract, the State reserves the right to reject all bids.

14. TIME OF COMPLETION

A The Contract Agreement will include a stipulation that the Work be completed within a period of 120 days following receipt of the Notice to Proceed.

*******END OF INFORMATION TO BIDDERS*******

SECTION 00310 - BID PROPOSAL

BID PROPOSAL - GENERAL BIDS

TO THE CHIEF PURCHASING OFFICER OF THE STATE OF RHODE ISLAND, acting in the name and on behalf of the Department of Administration, Division of Facilities Management.

The undersigned proposes to furnish all labor and materials required for **Eisenhower House Carpentry Repairs, Newport, Rhode Island** in accordance with the accompanying Contract Documents, plans and specifications prepared by the Rhode Island Historical Preservation and Heritage Commission for the Bid Price specified below, subject to additions and deductions according to the terms of the contract documents

A. ADDENDA

This bid includes Addenda numbered: _____ and dated: _____

This bid includes Addenda numbered: _____ and dated: _____

B. BASE BID

Total proposed Base Bid Price and including the Owner controlled contingency is:

_____ DOLLARS (\$ _____)
(Price in Words) (Numbers)

BASE BID BREAKDOWN:

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	In dollars and cents	
				UNIT PRICE	AMOUNT BID
1	General Contract Requirements	Lump Sum	NA	NA	_____
2	Carpentry				
	Unit cost for crown molding replacement				
	Unit cost for soffit and fascia replacement				
	Unit cost for porch lower wall replacement				
3	Gutters/Downspouts				
4	Windows including Weatherstripping				
5	Front Doorway/Sidelights				
6	Skylight				
7	Tile				
8	Exterior Painting				
9	Interior Painting				
10	Owner Controlled Contingency	Lump Sum	NA	NA	\$5,000 00

Total of Base Bid Breakdown \$ _____

NOTE: The sum of the price of all 10 Base Bid Items should equal the Total Proposed Base Bid Price

In case of a conflict the Total Proposed Base Bid Price shall govern

C. ALTERNATIVES:

There are no alternatives

D. GENERAL CONTRACTOR AND SUBCONTRACTOR BASE BID PRICE BREAKDOWN

The PROPOSED BASE BID PRICE IS SUBDIVIDED AS FOLLOWS:

ITEM 1. The work of the General Contractor, being all work performed by the General Contractor's own work force:

_____ DOLLARS \$ _____
(Price in words) (Numbers)

ITEM 2 The work of the General Contractor, being all work performed by a subcontractor not part of the General Contractor's own work force covered by ITEM 1 above:

SUB-TRADE	NAME OF SUBCONTRACTOR	AMOUNT
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

TOTAL OF ITEM NO 2: _____ \$ _____
(Price in Words) (Price in Numbers)

E. QUALIFICATIONS OF SUBCONTRACTORS

The undersigned agrees that each of the above-named will be used for the work indicated at the amounts stated, unless a substitution is made with prior written approval of the Owner.

The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by the subcontractors as required herein and that all of the cost of all such premiums is included in the amount set forth in item 1 of this bid

F. LEGAL ORGANIZATION

The undersigned is a (an) _____ (Individual-Partnership-Corporation-Joint Venture) Attach copies of articles of incorporation or partnership agreement, and Rhode Island Secretary of State's Certificate of Good Standing

G. QUALIFICATIONS TO PERFORM WORK

The undersigned offers the following information as evidence of its organizational qualifications to perform the work as bid upon according to all requirements of the plans and the specifications

- 1 The undersigned has been in business as a General Contractor under present business name for ___years
- 2 Due to the extremely sensitive nature of the work of portions of this project, and the special skills required for same, the following information must be submitted with the bid or the proposal will not be considered

The Eisenhower House is an important historical building because of its association with significant historical events, and for the quality of its architecture. The Eisenhower house was constructed in 1873. It served as the residence for the Commandant of Fort Adams. General Henry Jackson Hunt was the first in a long line of military officers to live here. The most famous resident was President Dwight D. Eisenhower, for whom the house was named.

The United States Navy transferred Fort Adams and the Eisenhower House to the State of Rhode Island in 1964 for use as a state park. Today Eisenhower House is a historic site listed on the National Register of Historical Places, and the property is the scene of many public and social events.

1. **The building is presently a rental facility, which will continue to be in use during construction.**

It is important that the successful bidder be experienced in restoration and rehabilitation of older buildings and with the Secretary of the Interior's Standards for Rehabilitation of Historic Places. The contractor submitting the bid must have been in business under the same name, and doing the same type of work, for a minimum of five years. To demonstrate experience and qualifications provide the following:

- i. **Provide history of the firm, including number of years it has been in business doing general contracting; a list of representative projects with final cost, year completed and description of work (e.g. exterior painting, roof repairs, structural repairs, window replacement, finish carpentry, and distinguish between restoration work, remodeling, renovation or new construction).**
- ii. **Provide resumes for principals and key personnel who will be assigned to the project, including a list of relevant projects with which they were personally involved.**
- iii. **List three or more historic preservation projects on buildings 100 years old or more that were completed by this firm within the last five**

years. Include the date of completion, the age of the building, the cost of the project, the architect, a detailed description of the work, and a project reference with phone number.

- iv. Subcontractors should have similar experience with historic buildings within their area of expertise. Provide firm history, resume of principals, and a list of relevant projects for each subcontractor.

The owner reserves the right and sole discretion to determine equivalent or prior experience and the right to reject any or all bids which fail to demonstrate equivalent prior experience. The owner will contact project references, and reserves the right to reject bids based on poor performance with similar projects.

Qualifications will be evaluated on the basis of similar project experience for:

- a. Completion of at least 3 similar historically significant projects
- b. Size and dollar value of similar completed projects
- c. Contractor's performance with similar projects (references will be checked)
- d. Contractor's ability to subcontract with qualified firms
- e. Relevant experience of individuals assigned to the project

List at least three and no more than five recent projects on which the undersigned served as the General Contractor for work of similar character on historic buildings 100 years old or older as required for the above named project, along with the date of the project, the name of the Architect/Engineer, and the contract price

PROJECT NAME	DATE	ARCHITECT/ENGINEER	CONTRACT PRICE
1. _____	_____	_____	\$ _____
2. _____	_____	_____	\$ _____
3. _____	_____	_____	\$ _____
4. _____	_____	_____	\$ _____
5. _____	_____	_____	\$ _____

3 List all construction contracts between the undersigned and the State of Rhode Island in the past five (5) years:

	PROJECT NAME	DATE	STATE AGENCY	STATE CONTACT PERSON	CONTRACT PRICE
1					\$
2					\$
3					\$
4					\$
5					\$
6					\$
7					\$
8					\$
9					\$
10					\$

H VIOLATION OF RI/DEM LAWS AND REGULATIONS

The undersigned is / is not (Please circle one) currently cited as being in violation of any law or regulation administered by the Department of Environmental Management.

If Yes please explain _____

I. REQUIREMENT FOR LICENSE NUMBER

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

LICENSE NUMBER: _____

The undersigned acknowledges by signature below that the undersigned has read and understands the Information to Bidders, the terms of which are hereby incorporated into this Proposal.

DATE: _____

BIDDER: _____

BY: _____
Signature Title

Eisenhower House
Newport, Rhode Island

Carpentry Repairs
November, 2011

BUSINESS ADDRESS:

TELEPHONE NUMBER: (____) _____

FEIN NO : _____

*****END OF PROPOSAL*****

SECTION 00500 - CONTRACT AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2011, and executed in the City of Providence in the State of Rhode Island;

BETWEEN the OWNER: The State of Rhode Island and Providence Plantations, by and through the Rhode Island Preservation and Heritage Commission, hereinafter called OWNER.

and the CONTRACTOR:
(Name and Address)

The PROJECT is: Eisenhower House Carpentry Repairs, Newport, Rhode Island.

OWNER and CONTRACTOR, in consideration of the contract sum and the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

1.1. The CONTRACTOR agrees to furnish all equipment, machinery, tools, and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvement; and to perform all work required for Department of Environmental Management, Division of Planning and Development Project No. 4-11, Named Eisenhower House Carpentry Repairs, Newport, Rhode Island in strict conformity with the provisions of this contract agreement.

ARTICLE 2. CONTRACT DOCUMENTS.

2.1. The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, Invitation To Bid (Notice to Contractors), Bid Proposal, Information For Bidders, Performance and Payment Bonds, other documents listed in this Agreement and all 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 incorporated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either

written or oral.

ARTICLE 3. CONTRACT TIME.

3.1. The CONTRACTOR shall be prepared to begin the Work to be performed under this contract as set forth in the proposal within ten (10) days after execution of the Purchase Order Voucher or the Notice To Proceed. The Work shall be prosecuted from as many different points, in such part or parts and at such time as necessary and shall be conducted in such a manner and with such materials, equipment, and labor as are necessary to insure completion within the time set forth below. Should the prosecution of the Work for any reason be discontinued, the CONTRACTOR shall notify the OWNER at least twenty-four (24) hours before again resuming operations.

3.2. The Work will be substantially completed within one hundred and twenty (120) days from the date when the Contract Time commences to run as provided in the General Conditions, and completed and ready for final payment in accordance with the General Conditions within thirty (30) days from the date of Substantial Completion.

ARTICLE 4. CONTRACT SUM

4.1. The OWNER shall pay the CONTRACTOR in current funds for the CONTRACTOR's performance of the Contract the Contract Sum of Dollars (\$ _____), 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 hereby accepted by the OWNER.
Alternate(s) _____

ARTICLE 5. PAYMENT PROCEDURES.

5.1. CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by the ARCHITECT/ENGINEER as provided in the General and Supplementary Conditions.

5.2. *Progress Payments.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's monthly Applications for Payment as certified by the ARCHITECT/ENGINEER. All progress payments shall be on the basis of the progress of the Work

measured by the schedule of values established in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.3. Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, OWNER shall pay the remainder of the Contract Price as certified by the ARCHITECT/ENGINEER as provided in said General Conditions.

ARTICLE 6. SURETY.

6.1. As security for the full and faithful performance of this contract and all the incidents thereto, the CONTRACTOR has made and furnished a contract bond with _____ as surety. Said Performance and Payment Bonds shall be equal to one hundred percent (100%) of the Contract Sum, with a Surety company registered and licensed in the State of Rhode Island.

6.2. An original, executed copy of the surety instruments shall be submitted to the OWNER.

ARTICLE 7. MISCELLANEOUS PROVISIONS.

7.1. Terms used in this Agreement are defined in the General Conditions and Supplementary Conditions and shall have the meanings as set forth in the General Conditions and Supplementary Conditions.

7.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the prior written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without prior written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 8. TERMINATION OR SUSPENSION.

The Contract may be terminated by the OWNER or the CONTRACTOR as provided in the General Conditions. The Work may be suspended by the OWNER as provided in the General Conditions.

IN WITNESS WHEREOF, the parties of the presents have hereunto set their names this _____ day of _____ A.D. 2011.

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ADMINISTRATION
OFFICE OF PURCHASES**

In the presence of:

By: _____
State Purchasing Agent

By: _____
CONTRACTOR

Title _____

Approved:
Department of Administration

By: _____
Director

Eisenhower House,
Newport, Rhode Island

Carpentry Repairs
May, 2011

SECTION 00610 - BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal,
and _____ as Surety,
are held and firmly bound unto the State of Rhode Island, as Obligee, in the sum of
_____ dollars (\$ _____),
well and truly paid, and for the payment of which we and each of us hereby bind ourself, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents

Whereas, the Principal has submitted a Eisenhower House Carpentry Repairs, Newport,
Rhode Island

NOW, THEREFORE, if the State of Rhode of Island shall accept the bid of the Principal and the
Principal shall enter into a Contract with the State of Rhode Island in accordance with the terms of such
bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good
and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor
and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the State of Rhode Island the
difference not to exceed the penalty hereof between the amount specified in said bid and such larger
amount for which the State of Rhode Island may in good faith contract with another party to perform the
Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this instrument
at Providence, Rhode Island, this ____ day of _____ 2011

WITNESS: _____
(Principal)

By: _____
Name & Title
(Affix Corporate Seal)

(Surety)

By: _____
Attorney-in-fact
(Affix Corporate Seal Here)

FEIN No _____
(Attach Power of Attorney to this Bond)

BID BOND

SECTION 00620 - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal,
and _____ as Surety,
are held and firmly bound unto the State of Rhode Island, as Obligee, in the sum of _____
dollars (\$ _____
) , well and truly to paid, and for the payment of which we and each of us hereby bind
ourself, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

THIS OBLIGATION IS UPON THE CONDITION that if the person or persons
designated in the contract annexed hereto as the Contractor, shall faithfully furnish and
perform everything required to be furnished and performed by them under the
provisions of said Contract then this obligation shall be void; otherwise, it shall remain in
full force and effect.

In the event that the said contract is abandoned by the Contractor, or the work of
the Contractor is discontinued by the State of Rhode Island under the provisions of
ARTICLE 13 of the GENERAL CONDITIONS, said surety hereby further agrees that it
shall, if requested in writing by the State of Rhode Island Office of Purchases, take such
action as is necessary to complete said contract

FOR VALUE RECEIVED, said surety company hereby stipulates and agrees that
no change, extension of time, alteration or addition to the terms of said contract or to the
work to be performed thereunder or the Contract Documents accompanying the same
shall in any wise affect its obligation on this bond, and does hereby waive notice of any
such change, extension of time, alteration or addition to the terms of said contract or to
the work or to the specifications

Said surety hereby certifies and affirms under the penalties of perjury that said
surety is licenced by the State of Rhode Island Department of Business Regulations,
Insurance Division under the Rhode Island General Laws Title 27 Chapter 2.

Eisenhower House
Newport, Rhode Island

Carpentry Repairs
November, 2011

Any legal action commenced by Principal or Surety must be commenced within two (2) years from the date of final payment.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this instrument at Providence, Rhode Island, this ____ day of _____ 2011.

WITNESS: _____
(Principal)

By: _____
Name & Title
(Affix Corporate Seal)

(Surety)

By: _____
Attorney-in-fact
(Affix Corporate Seal Here)

FEIN No. _____
(Attach Power of Attorney to this Bond)

PERFORMANCE BOND

SECTION 00630 - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal,
and _____ as Surety,
are held and firmly bound unto the State of Rhode Island, as Obligee, in the sum of

_____ dollars
(\$ _____), well and truly to paid, and for the payment of which we and
each of us hereby bind ourself, our heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

THIS OBLIGATION IS UPON THE CONDITION that if the person or persons designated in the contract annexed hereto as the Contractor, and all subcontractors under said contract, shall promptly pay for all labor performed or furnished and materials used or employed in the work, all as and to the extent specified in the Rhode Island General Laws, as amended, and any authorized extension or modification to the said contract, including lumber so employed which is not incorporated in such work and is not wholly or necessarily consumed or made so worthless as to lose its identity, but only to the extent of its purchase price less its fair salvage value, and including also any material specially fabricated at the order of the Contractor or subcontractor for use as a component part of the work under said contract so as to be unsuitable for use elsewhere, even though such material has not been delivered and incorporated into such work, but only to the extent that its purchase price less its fair salvage value and only to the extent that such specially fabricated material is in conformity with the Contract Documents or any changes therein which are consigned to the Contractor or to a subcontractor who has a direct contractual relationship with the Contractor; and shall pay all sums due for the rental and hire of vehicles, steam shovels, rollers propelled by steam or other power, concrete mixers, tools and other appliances and equipment employed in such work; and shall pay the transportation charges directly related to such rental or hire and shall pay all sums due trustees or other persons authorized to collect such payments from the Contractor or subcontractor, based upon the labor performed or furnished as aforesaid for a maximum of one hundred and twenty consecutive calendar days, for health and welfare plans and other fringe benefits which are payable in cash and provided for in collective bargaining agreements between organized labor and the Contractor or subcontractors, this obligation shall be null and void; otherwise it shall remain in full force and effect.

Said surety hereby further agrees that no final settlement between the Obligee and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

FOR VALUE RECEIVED, said surety company hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or to the work to

PAYMENT BOND

Eisenhower House
Newport, Rhode Island

Carpentry Repairs
November, 2011

be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms on the contract or to the work or to the SPECIFICATIONS

Any legal action commenced by Principal or Surety must be commenced within two (2) years from the date of final payment.

Said surety hereby certifies and affirms under the penalties or perjury that said surety is licensed by the State of Rhode Island, Department of Business Regulation Rhode Island General Laws Title 27 Chapter 2.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this instrument at Providence, Rhode Island, this ____ day of _____ 2011.

WITNESS: _____
(Principal)

By: _____
Name & Title
(Affix Corporate Seal)

(Surety)

By: _____
Attorney-in-fact
(Affix Corporate Seal Here)

FEIN No _____
(Attach Power of Attorney to this Bond)

PAYMENT BOND

SECTION 00800 - SUPPLEMENTARY CONDITIONS

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201, 2007 edition. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

ADD 1.1.9 ADDITIONAL DEFINITIONS

CHIEF:	Shall be the Director of the Rhode Island Historical Preservation and Heritage Commission who is responsible for the <u>administration</u> of the contract
PROJECT MANAGER:	Architect with the Rhode Island Historical Preservation and Heritage Commission assigned by the Director to oversee, coordinate, and expedite the construction project
OWNER'S ON-SITE REPRESENTATIVE:	Person or persons within the Rhode Island Historical Preservation and Heritage Commission assigned by the Director to observe construction on the project site, and to perform such other functions relating to the project as the Owner may direct
ARCHITECT/ENGINEER:	Architect, Engineer, Landscape Architect, Land Surveyor or any other person authorized by the Rhode Island Historical Preservation and Heritage Commission for the purpose of providing design services, supervision, quality control and project administration of the contract
BIDDER:	An individual, partnership, or corporation submitting a bid for the Work
BOND:	The approved form of surety, executed by the contractor and contractor's surety or sureties, guaranteeing complete performance of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the project
DIRECTOR:	The Director, Rhode Island Historical Preservation and Heritage Commission
OWNER:	The State, acting by and through the Rhode Island Historical Preservation and Heritage Commission, acting by and through its Director
R.I.G.L.:	The Rhode Island General Laws, 1956, as amended
STATE:	The State of Rhode Island and Providence Plantations, acting by and through any of its political subdivisions
STATE PURCHASING AGENT: (CONTRACTING OFFICER)	The Director of Administration of the State of Rhode and Providence Plantations, acting by and through the State Purchasing Agent, or Purchasing Agent's designee
SURETY:	The individual, partnership, or corporation with whom the contractor, executed the bond furnished by the contractor.
CORPORATE DISCLOSURE DOCUMENT:	An approved form provided by Office of Purchases, filled out by the Bidder and filed with Office of Purchases, and the Owner
FACILITIES MANAGEMENT:	The Division of Facilities Management of the Department of Administration, State of Rhode Island and Providence Plantations, acting by and through the Chief, or Chief's designee
PURCHASING OR PURCHASES	The Office of Purchases of the Department of Administration, State of Rhode Island and Providence Plantations

SUPPLEMENTARY CONDITIONS

1.2 CORRELATION AND INTENT OF THE CONTRACT

ADD 1.2.4 in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities.

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

In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's/Engineer's interpretation

ARTICLE 2 OWNER

2.1 OWNER DEFINITION

See Article 1.1.9 **BASIC DEFINITIONS, ADDITIONAL DEFINITIONS.**

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

OMIT Sub-paragraph 2.2.1 in entirety

OMIT Sub-paragraph 2.2.5 and substitute the following:

2.2.5 The Contractor shall be furnished free of charge one compact disc of Drawings and Project Manuals in Adobe pdf digital file format. Additional materials shall be furnished at the cost of reproduction, postage and handling

ARTICLE 3 CONTRACTOR

Add the following Subparagraph 3.2:

3.2.5 In case of an inconsistency between Drawings and specifications or within either Document not clarified by addendum, provide the better quality or greater quantity of Work in accordance with the Architect/Engineer's interpretation

3.2.6 Omissions from the drawings and specifications of items obviously needed to properly perform the work, such as attachments, bolts, hangers, and other fastening devices shall not relieve the Contractor from furnishing and installing same. It shall be the duty of the Contractor to procure from the Architect/Engineer all necessary interpretations of the designs, drawings and specifications

3.4 LABOR AND MATERIALS

ADD the following Subparagraphs 3.4.4 and 3.4.5 to 3.4:

3.4.4 After the Contract has been executed, the Owner and the Architect/Engineer shall consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications)

3.4.5 By making requests for substitutions based on Subparagraph 3.4.3 above, the Contractor:

1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

SUPPLEMENTARY CONDITIONS

.3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's/Engineer's redesign costs, and waives all claims for additional costs related to the substitution which subsequently becomes apparent; and

4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be completed in all respects

3.6 TAXES

ADD Sub-paragraph 3.6.1

3.6.1 This project is exempt from State Sales Taxes Contractor is to contact the Office of Purchases for the tax exempt number to be used

ADD Sub-paragraph 3.6.2

TAXES WITHHELD - NON-RESIDENT CONTRACTORS AND SUBCONTRACTORS

NOTICE: As required by Rhode Island General Laws Sec 44-1-6, three percent (3%) of the contract price will be withheld until the non-resident contractor has completed the substantive requirements of said Statute See Article 13.1 of these Supplementary Conditions

3.7 PERMITS, FEES AND NOTICES:

ADD Sub-paragraph 3.7.6

3.7.6 The Contractor is to provide and pay for a State Building Permit

ARTICLE 5 SUBCONTRACTORS

5.2 Award of Subcontracts and Other Contracts for Portions of the Work

ADD Sub-paragraph 5.2.1.1

5.2.1.1 Not later than 10 days after the date of commencement, the Contractor shall furnish in writing to the Owner through the Architect/Engineer the names of persons or entities proposed as manufacturers for each of the products identified in the General Requirements (Division 1 of the Specifications) and, the name of the installing Subcontractor.

5.2.1.1.1 The Architect/Engineer will promptly reply in writing to the Contractor stating whether the Owner or the Architect/Engineer, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Architect/Engineer may state that action will be deferred until the Contractor provides further data. Failure of the Owner or the Architect/Engineer to reply promptly shall constitute notice of reasonable objection. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements

ARTICLE 7 CHANGES IN THE WORK

Add the following sub-paragraphs to 7.1:

7.1.4 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

SUPPLEMENTARY CONDITIONS

7.3 Construction Change Directives

7.3.7 In the first sentence, **DELETE** the words "an amount of overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount" and **SUBSTITUTE** "an allowance for overhead and profit in accordance with Sub-paragraphs **7.3.11.1** through **7.3.11.6** below "

ADD the following Subparagraph **7.3.11** to **7.3**:

7.3.11 In Subparagraph **7.3.7**, the allowance for the combined overhead and profit included in the total cost to the Owner shall not exceed the following schedule:

- 1** For the Contractor for Work performed by the Contractor's own forces, 15 Percent of the cost
- 2** For the Contractor, for Work performed by the Contractor's Subcontractor, 10 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, 15 percent of the cost
- 4** For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 10 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 **7.3.7**.
- 6** In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that 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 \$ 500.00 be approved without such itemization. In no event shall the aggregate overhead and profit for the Contractor and all Sub-contractors and Sub-sub-contractors exceed twenty five percent (25%)

ARTICLE 8 TIME

8.1 Definitions

ADD the following Subparagraph 8.1.5 to 8.1:

8.1.5 Seasonally limited work may be scheduled for a separate date of substantial completion as mutually agreed upon

8.2 Progress and Completion

ADD 8.2.4

8.2.4 The Contractor shall not work on Saturdays, Sundays or legal holidays without notifying the **OWNER** 48 hours in advance

ARTICLE 9 PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

ADD the following Subparagraph 9.2.1:

9.2.1 Submit on AIA Documents G702 "Application and Certificate for Payment" and G703 "Continuation Sheet" Before submission, review a draft copy with the Architect/Engineer for approval

SUPPLEMENTARY CONDITIONS

9.3 APPLICATION FOR PAYMENT

ADD the following to Sub-paragraph 9.3.1 Payment Review Process (Contractor's Request For Payment)

- 1 The **CONTRACTOR** shall review a draft Request For Payment with the **OWNER's** on-site representative and incorporate any agreed upon changes
- 2 The **CONTRACTOR** shall forward the Request For Payment to the **ARCHITECT/ENGINEER** as per the General Conditions and the Supplementary Conditions
- 3 The **ARCHITECT/ENGINEER** shall forward approved requests to the Chief and Project Manager for approval. The processing of payments through the State System shall take a minimum of thirty (30) days

9.3.1.1 OMIT existing paragraph and **ADD** the following: "All Requests For Payment for change order work must be accompanied by a duly executed copy of a Notice of Change in Purchase Order as issued by the Office of Purchases "

9.3.3. ADD the following: "Contractor's execution and certification of payment request in accordance with AIA Document G702 Application and Certificate for Payment shall certify that all property relating to the project is free and clear of liens, claims, security interests or encumbrances of Subcontractor(s), material suppliers, and any other parties"

ADD Sub-paragraph 9.3.4 "The Owner shall retain ten percent (10%) from each Request For Payment until fifty percent (50%) of the work is completed whereupon the retainage shall be reduced to five percent (5%)

9.4 CERTIFICATES FOR PAYMENT

ADD the following Subparagraph 9.4.3

9.4.3 The Architect/Engineer will process the second and subsequent Certificates for Payment only after receipt of: 1) Assurance that the contractor is maintaining "As-builts" and 2) Submittals of all product literature, material samples and color samples to the Architect/Engineer's office have been received

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

ADD: 10.2.4.1

10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner written notice of a minimum of 5 days and take necessary precautions to prevent unauthorized access

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.2 OMIT existing paragraph and **ADD** the following:

The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations

WORKERS' COMPENSATION

(1) State: Statutory

SUPPLEMENTARY CONDITIONS

- (2) Employer's Liability \$1,000,000
- (3) Applicable Federal (e.g. Jones Act) Statutory

COMPREHENSIVE GENERAL LIABILITY

- (1) Bodily Injury (including completed operations and products liability):

\$1,000,000.00 Each Occurrence
\$1,000,000.00 Annual Aggregate

- (2) Property Damage:

\$1,000,000.00 Each Occurrence
\$1,000,000.00 Annual Aggregate

Property Damage liability insurance will provide Explosion, Collapse and Underground coverage where applicable

- (3) Personal Injury, with employment exclusion deleted

\$1,000,000.00 Annual Aggregate

COMPREHENSIVE AUTOMOBILE LIABILITY (TO INCLUDE OWNED, HIRED, AND NON-OWNER VEHICLES):

- (1) Bodily Injury:

\$500,000.00 Each Person
\$1,000,000.00 Each Occurrence

- (2) Property Damage:

\$1,000,000.00 Each Occurrence

Note: Liability insurance must be provided by a firm licensed to do business in the State of Rhode Island

ADD the following Clause 11.1.5:

11.1.5 All construction contractors, independent tradesmen, or firms providing any type of maintenance, repair or other type of service to be performed on state premises, buildings, or grounds are required to purchase and maintain coverage with a company or companies licensed to do business in the State of Rhode Island as stated herein

11.2 Owner's Liability Insurance

CHANGE Subparagraph 11.2 to read:

11.2 The Contractor shall furnish the Owner, through the Architect/Engineer, an insurance certificate providing Owner's Protective Liability extended to include the interests of the Architect/Engineer, and to protect the Owner and Architect/Engineer from any liability which might be incurred against them as a result of any operation of the Contractor or his 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 OMIT the existing paragraph in its entirety and **ADD** the following:

SUPPLEMENTARY CONDITIONS

Contractor shall purchase and maintain until final payment, property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations) This insurance shall include the interests of Owner, Contractor, and Subcontractors in the Work (all of whom shall be listed as insured or additional insured parties), shall insure against the perils of fire and extend coverage, shall include "all-risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse, and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses, and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) If not covered under the "all-risk" insurance or otherwise provided in these Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment Furthermore, all the policies of insurance required to be purchased and maintained by Contractor in accordance with this section must contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty days prior written notice has been given to the Owner by certified mail

Note: Property insurance must be provided by a firm licensed to do business in the State of Rhode Island

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

ADD 13.1 1 through 13.1 9

13.1 1 THE FOLLOWING APPLICABLE STATE LAWS ARE INCLUDED FOR REFERENCE:

THE GENERAL LAWS OF RHODE ISLAND, 1956: TITLE 37, CHAPTER 26: Section 5 of Chapter 26, Title 28 of the General Laws of Rhode Island, 1956, entitled, "License Required for Operation of Hoisting Machinery - Public Contracts "

28-26-5. No person shall operate or be in direct charge of a hoisting or excavation gasoline, steam, diesel, electric or compressed air hoist, shovel, crane excavator, of five horsepower or more without obtaining a license to do so as provided in this chapter No user or agent of a user of any such described steam, gasoline, diesel, electric or compressed air hoisting machinery shall permit it to be operated unless it is operated by a duly licensed person as hereinafter provided by this chapter

Every contract in the construction of public works by the State or by any city or town, or by persons contracting therewith for such construction, shall contain a clause embodying the provisions of this section

THE RHODE ISLAND GENERAL LAWS TITLE 37, CHAPTER 12

R I G L Title 37, Chapter 12, entitled, "Contractors' Bonds" read as follows:

CHAPTER 12

CONTRACTORS' BONDS

37-12-1. Contractors required to give bond -- Terms and conditions. -- Every person (which word for the purposes of this chapter shall include a copartnership, a number of persons engaged in a joint enterprise, or a corporation), before being awarded a contract by the Department of Transportation or by the Department of Administration, as the case may be, and every person awarded such a contract as a general contractor or construction or project manager for the construction, improvement, completion, or repair of any public road or portion thereof or of any bridge in which the contract price shall be in excess of five hundred dollars (\$500), or for a contract for the construction, improvement, completion or repair of any public building, or portion thereof, shall be required to furnish to the respective department a bond of such person to the State, with good and sufficient surety or sureties (hereafter in this chapter referred to as

SUPPLEMENTARY CONDITIONS

surety), acceptable to the respective department, in a sum not less than fifty percent (50%) and not more than one hundred percent (100%) of the contract price, conditioned that the contractor, principal in the bond, the person's executors, administrators, or successors, shall in all things, well and truly keep and perform the covenants, conditions, and agreements in the contract, and in any alterations thereof made as therein provided, on the person's part to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the State, the respective department, and all of its officers, agents, and employees, as therein stipulated, and shall also promptly pay for all such labor performed or furnished and for all such materials and equipment furnished, (which as to equipment shall mean payment of the reasonable rental value, as determined by the respective department, of its use during the period of its use), as shall be used in the carrying on of the work covered by the contract, or shall see that they are promptly paid for, whether or not the labor is directly performed for or furnished to the contractor or is even directly performed upon the work covered by the contract, and whether or not the materials are furnished to the contractor or become component parts of the work, and whether or not the equipment is furnished to the contractor or even directly used upon the work; and the bond shall contain the provisions that it is subject to all such rights and powers of the respective department and such other provisions as are set forth in the contract and the plans, specifications, and proposal incorporated by reference in the contract, and that no extension of the time of performance of the contract or delay in the completion of the work thereunder or any alterations thereof, made as therein provided, shall invalidate the bond or release the liability of the surety thereunder. Provide, however, that for good cause shown, the director of the Department of Administration may waive the requirements of this section for contracts not in excess of fifty thousand dollars (\$50,000)

37-12.1-1. Definition of terms. -- Terms used in this chapter shall be construed as follows:

- (a) "Designers", means any person, firm or corporation duly authorized pursuant to the laws of this state to engage in the practice of architecture and/or engineering within this state
- (b) "Public works contract" means a contract to perform design or planning services by a designer with the state or any agency or governmental subdivisions thereof
- (c) "Retained earnings" means any moneys or earned estimates withheld from a designer pursuant to the terms of a public works contract

37-12.1-2. Substitution of security for retained earnings by designers. -- Where any public works contract provides for the holding of retained earnings from a designer, the designer may from time to time withdraw the whole or any portion of the amount retained upon either depositing with the general treasurer:

- (1) United States treasury bonds, United States treasury notes, United States treasury certificates of indebtedness, or United States treasury bills, or
- (2) Bonds or notes of the state of Rhode Island; or
- (3) Bonds of any political subdivision of the state of Rhode Island. With respect to the deposit of securities, the general treasurer shall, on a regular basis, collect all interest or income on the securities so deposited and shall pay the same when and as collected to the designer depositing such securities. If the security is in the form of coupon as it matures to the designer

37-12.1-3. Deduction from retained earnings. -- In the event that pursuant to the terms of public works contract it is necessary to deduct any sum from retained earnings, the state or governmental unit or agency thereof shall first apply such deduction against sums not withdrawn and thereafter from the proceeds of the sale of any securities deposited or from the income earned on such securities, whichever is applicable

37-12.1-4. Endorsement on securities. -- All securities deposited with the general treasurer pursuant to this chapter shall be properly endorsed by the designer in such manner as to enable the general treasurer to carry out the provisions of this chapter

37-12.15. Applicability -- This chapter shall apply to all retained earnings held pursuant to any public works contract as of [June 16, 1991]

37-12-2. Rights of persons furnishing labor and materials. -- Every person who shall have performed labor and every person who shall have furnished or supplied labor, material, or equipment in the prosecution of the work provided for in the contract, in respect of which a payment bond is furnished under section 37-12-1, and who has not paid in full therefor before the expiration of a period of ninety (90) days after the day on which the last of the labor was performed or furnished by him or her, or material or equipment furnished or supplied by him or her for a claim is made, shall have the

right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of the suit and to prosecute the action to final execution and judgement for the sum or sums justly due him or her; provided, however, that any person having direct contractual relationship with a subcontractor but no contractual relationship express or implied with the contractor furnishing the payment bond shall have a right of action upon the payment bond upon giving written notice to the contractor within ninety (90) days from the date on which the person furnished or performed the last of the labor, or furnished or supplied the last of the material or equipment for which the claim is made, starting with substantial accuracy the amount claimed and the name of the party to whom the labor was furnished or performed or the material or equipment was furnished or supplied. The notice shall be served by mailing the same by certified mail, postage prepaid, in an envelope addressed to the contractor at any place he or she maintains an office or conducts his or her business, or his or her residence.

37-12-3. Remedies of creditors and state -- Priority of claims. -- The remedy on the bond shall be by a civil action brought in the superior court for the counties of Providence and Bristol, and in any suit brought on the bond, the rights of the state shall be prior to those of all creditors; the rights of persons who shall have performed labor as aforesaid shall be prior to the rights of all other creditors, and there shall be no priorities among laborers or among other creditors under the bond. The state, either after having recovered a judgment against the contractor on the contract or without having recovered a judgment, may bring a suit on the bond against the contractor and surety on the bond, and may join as parties defendant in the suit any persons claiming to have rights under the bond as creditors; and, if it has not brought such a suit, it may at any time before a final and conclusive decree, intervene and become a party in any suit brought, as hereafter provided in this chapter, by any person claiming to be a creditor under the bond.

37-12-4. Intervention by creditor in suit brought by state. -- Any person claiming to be a creditor under the bond may at any time intervene and become a party in any pending suit brought as aforesaid by the state on the bond, and by so intervening may have the rights to the person adjudicated in the suit.

37-12-5. Time limitation on creditors' actions. -- No suit instituted under section 37-12-2 shall be commenced after the expiration of two (2) years, or under the maximum time limit as contained within any labor or material payment bond required under section 37-12-1, whichever period is longer, after the day on which the last of the labor was furnished or performed or material or equipment was furnished or supplied by any person claiming under the section.

37-12-6. Intervention in suit brought by creditor -- Consolidation of suits. -- When a suit has been so brought on the bond by a person claiming to be a creditor under the bond and is pending, any other person claiming to be a creditor under the bond may intervene and become a party in the first suit thus brought and pending and by so intervening may have the rights of the other person adjudicated in the suit. If two (2) or more of the suits be filed in the court on the same day, the one in which the larger sum shall be claimed shall be regarded as the earlier suit. All suits brought upon the bond as provided in this chapter shall be consolidated together by the court and heard as one suit.

37-12-7. Notice of pendency of suit. -- In any suit brought under the provisions of this chapter such personal notice of the pendency of the suit as the court may order shall be given to all such known creditors and persons claiming to be creditors under the bond as shall not have entered their appearance in the suit and, in addition to the notice of the pendency of the suit shall be given by publication in some newspaper published in this state of general circulation in the city or town or every city or town in which the work covered by the contract was carried on, once a week for three (3) successive weeks, in such form as the court may order. The court, however, may dispense with the notices if satisfied that sufficient notices shall have been given in some other suit brought under the provisions of this chapter.

37-12-8. Certified copies of documents. -- Any person claiming to be a creditor under the bond and having filed a claim with the respective department, in accordance with the requirements of section 37-12-2, shall have the right, at any time when the person could under this chapter file a suit or intervene in a pending suit, to require the respective department to furnish to the person certified copies of the contract, proposal, plans and specifications, and of the bond.

37-12-9. Payment into court by surety -- Discharge. -- The surety on the bond may pay into the registry of the court, for distribution among those who may be or become entitled thereto under the decree of the court, the penal sum named in the bond less any amount which the surety may have paid to the state in satisfaction of the liability of the surety to the state under the bond, and then shall be entitled to be discharged from all further liability under the bond.

37-12-10. Retainers relating to contracts for public works or sewer or water main construction. (a) Upon

substantial completion of work required by a contract with any municipally, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair, or improvement of sewers and water mains, or any public works project defined in section 37-13-1, the awarding authority may deduct from its payment a retention to secure satisfactory performance of the contractual work not exceeding five percent (5%) of the contract price unless otherwise agreed to by the parties. In the case of periodic payments, the awarding authority may deduct from its payment a retention to secure satisfactory performance of the contractual work not exceeding five percent (5%) of the approved amount of any periodic payment unless otherwise agreed to by the parties

(b) The five percent (5%) retained shall be paid to any contractor or subcontractor within ninety (90) days of the date the work is accepted by the awarding authority unless a dispute exists with respect to the work. If payment is not made within ninety (90) days for any reason including a dispute, which, if resolved and it is not the fault of the contractor, then the 10% will not be assessed unless the dispute is resolved to have been the fault of the contractor or subcontractor, interest shall be assessed at the rate of ten percent (10%) per annum on all money which is to be paid to the contractor or subcontractor.

(c) The five percent (5%) retained shall be paid to any contractor or subcontractor within ninety (90) day of the date his or her work is completed and accepted by the awarding authority. If payment is not made, interest shall be assessed at the rate of ten percent (10%) per annum.

(d) There shall also be deducted and retained from the contract price an additional sum sufficient to pay the estimated cost of municipal police traffic control on any public works project. Municipalities shall directly pay the officers working traffic details and shall bill and be reimbursed by the withholding authority for which the contract is being performed every thirty (30) days until the project is complete.

37-12-11. Substitution of securities for retained earnings. -- Where any public works contract as defined by section 37-13-1 provides for the retention of earned estimates by the state of Rhode Island, the contractor may from time to time, withdraw the whole or any portion of the amount retained for payments to the contractor pursuant to the terms of the contract, upon depositing with the general treasurer (1) United States treasury bonds, United States treasury notes, United States treasury certificates of indebtedness, or United States treasury bills, or (2) bonds or notes of the state of Rhode Island, or (3) bonds of any political subdivision of the state of Rhode Island. No amount shall be withdrawn in excess of the market value of the securities at the time of deposit or of the par value of securities, whichever is lower. The general treasurer shall, on a regular basis, collect all interest or income on the obligations so deposited and shall pay the same, when and as collected, to the contractor who deposited the obligations. If the deposit is in the form of coupon bonds, the general treasurer shall deliver each coupon as it matures to the contractor. Any amount deducted by the state, or any public department or official thereof, pursuant to the terms of the contract, from the retained payments otherwise due the contractor, shall be deducted, first for that portion of the retained payments for which no security has been substituted, then from the proceeds of any deposited security. In the latter case, the contractor shall be entitled to receive interest, coupons, or income only from those securities which remain after the amount has been deducted. The securities so deposited shall be properly endorsed by the contractor in such manner so as to enable the general treasurer to carry out the provisions of this section.

THE RHODE ISLAND GENERAL LAWS TITLE 37, CHAPTER 13

R I G.L. Title 37, Chapter 13, entitled, "Labor and Payment of Debts by Contractors," read as follows:

CHAPTER 13

LABOR AND PAYMENT OF DEBTS OF CONTRACTORS

37-13-1. Public Works Defined --- "Public Works" as used in this chapter shall mean any public work consisting of grading, clearing, demolition, improvement, completion, repair, alteration or construction of any public road or any bridge, or portion thereof, or any public building or portion thereof or any heavy construction, or any public works projects of any nature or kind whatsoever.

37-13-2. "Contractor" defined --- **Information required.** The term "contractor" as used in this chapter shall mean the bidder whose bid has been accepted by an authorized agency or awarding authority as the bidder possessing the skill, ability and integrity necessary to the faithful performance of the contract or work, and who shall certify that he or she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the contract or work. Essential information in regard to such qualifications shall be submitted in such form to the awarding authority.

SUPPLEMENTARY CONDITIONS

and the Director of Labor as the Director of Labor shall require The authorized agency or awarding authority shall reserve the right to reject all bids, if it be in the public interest to so

37-13-3. Contractors subject to provisions --- Weekly payment of employees. -- All Contractors who have been awarded contracts for public works by an awarding agency or authority of the State or of any city, town, committee, or by any person or persons therein, in which State or municipal funds are used and of which the contract price shall be in excess or One Thousand Dollars (\$1,000 00) whether payable at the time of the signing of the contract or at a later date, and their subcontractors on such public works shall pay their employees at weekly intervals and shall comply with the provisions set forth in 37-13-4 to 37-13-14, inclusive and section 37-13-16

37-13-4. Provisions applicable to public works contracts --- List of subcontractors. --- All public works shall be done by contract, subject to the same provisions of law relating thereto and to the letting thereof, which are applicable to similar contracts of the awarding authority or authorized agency, hereinafter called the "proper authority", in the general location where the work is to be performed and which are not contrary to the provisions of 37-13-1 to 37-13-14, inclusive, and section 37-13-16 Each contractor after the award of a contract for public works shall submit to the proper authority, a list of his subcontractors of any part or all of the work Such list shall be submitted in such manner or form as the proper authority shall uniformly require from contractors in all public works

37-13-5. Payment for trucking or materials furnished -- Withholding of sums due. ---A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of such contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later When it is brought to the notice of the proper authority in a city or town, or the proper authority in the State having supervision of the contract, that the obligation or charge has not been paid by the Contractor or subcontractor, the proper authority may deduct or hold for a period not exceeding sixty (60) days, from sums of money due to the Contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works

37-13-6. Ascertainment of prevailing rate of wages and other payments. --- Specification of rate in call for bids and in contract --- Before awarding any contract for public works to be done, the proper authority shall ascertain from the Director of Labor the general prevailing rate of the regular, holiday, and overtime wages paid and the general prevailing payments on behalf of the employees only, to lawful welfare, pension, vacation, apprentice training, and educational funds (payments to said funds must constitute an ordinary business expense deduction for federal income tax purposes by contractors) in the city, town, village or other appropriate political subdivision of the state in which the work is to be performed, for each craft, mechanic, teamster, laborer, or type of workman needed to execute the contract for public works, and shall specify in the call for bids for the contract and in the contract itself the general prevailing rate of the regular, holiday, and overtime wages paid and the payments on behalf of employees only, to such welfare, pension, vacation, apprentice training, and education funds existing in the locality for each craft, mechanic, teamster, laborer or type of worker needed to execute the contract or work

37-13-7. Specification in contract of amount and frequency of payment of wages. -- (a) Every call for bids for every Contract in excess of One-Thousand Dollars (\$1,000), to which the State of Rhode Island or any political subdivision thereof is party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the State of Rhode Island or any political subdivision thereof, and which requires or involves the employment of employees, shall contain a provisions stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the Director of Labor to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the State of Rhode Island in which the work is to be performed; and every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at the time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on

the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractor, or their agents

- (b) The term "wages," "scale of wages", "wages rates, "minimum wages", and "prevailing wages" shall include:
- (1) The basic hourly rate of pay; and
 - (2) The amount of
- (A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and
- (B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provided any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits: provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of Director of Labor insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (2) (b), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any such payments, contributions, and costs is not less than the rate of pay described in subsection (b) (1) plus the amount referred to in subsection (b) (2)
- (c) The term "employees," as used in this section, shall include employees of contractor or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs and laborers engaged in the transportation of gravel or fill to the site of public works or the transportation or removal of gravel or fill from the site of public works or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsection (a) and (b)

37-13-8. Determination and schedule of prevailing wages -- Filing of schedule. --The Director of Labor shall investigate and determine the prevailing wages and payments made to or on behalf of employees, as set forth in section 37-13-7, paid in the trade or occupation in the city, town, village or other appropriate political subdivision of the State and keep a schedule on file in his office of such customary prevailing rates of wages and payments made or on behalf of such employees which shall be open to the public inspection. In making such determination, the Director of Labor may adopt and use such appropriate and applicable prevailing wage rate determination as have been made by the Secretary of Labor of the United States of America in accordance with (40 USC section 276 a) commonly referred to as the Davis-Bacon Act, as amended

37-13-9. Statutory provisions included in contracts. -- A copy of section 37-13-5, 37-13-6, and 37-13-7 shall be inserted in all contracts for public works awarded by the State or any city, town, person or persons in their behalf in which state or municipal funds are used in the contract price be in excess of One Thousand Dollars (\$1,000 00)

37-13-10. Overtime compensation. -- Labor performed under the provisions of Sections 37-13-1 to 37-13-16, inclusive, during the period of forty (40) hours in any one (1) week during the period of eight (8) hours in any one (a) day, shall be considered a legal week's work or a legal day's work, as the case may be, and any number of hours of employment in any one (1) week greater than the number of hours of forty (40) hours or in any one (1) day greater than the number of eight (8) hours shall be compensated at the prevailing rate of wages for overtime employment; provided, however, when the Director of Labor has determined in the investigation provided for in sections 37-13-7 and 37-13-8, that there is a prevailing practice in a city, town, or other appropriate political subdivision to pay an overtime rate of wages for work of any craft, mechanic, teamster, laborer, or type of workman needed to execute the work other than hours worked in any one (1) week greater than the number of forty (40) or in hours worked in any one (1) day greater than the number of eight (8), then the prevailing practice shall determine the legal workday and the legal workweek in the city or town for such work and the prevailing rate of overtime wages shall be paid for such work in excess of the legal workday or week, as the case may be

37-13-11. Posting of prevailing wage rates. -- Each contractor awarded a contract for public works with a contract price in excess of One Thousand Dollars (\$1,000), and each subcontractor who performs the work on such public works, shall post in conspicuous places on the project, where covered workers are employed, posters which contain the current,

prevailing rates of wages and the current, prevailing rate of payments to the funds required to be paid for each craft or type of worker employed to execute the contract as set forth in sections 37-13-6 and 37-13-7. Posters shall be furnished to contractors and subcontractors by the Director of Labor, who shall determine the size and content thereof from time to time, at the time a contract is awarded. A contractor or subcontractor who fails to comply with the provisions of this section shall be deemed guilty of a misdemeanor and shall pay to the Director of Labor one hundred dollars (\$100) for each calendar day of noncompliance as determined by him or her. Contracts set forth in this section shall not be awarded by the state, any city or town or any agency thereof until the Director of Labor has prepared and delivered such posters to the Division of Purchases, if the State or any agency thereof is the proper authority, or to the city or town or an agency thereof, if it is the proper authority, and the contractor to whom the contract is to be awarded.

37-13-12. Wage records of contractors. -- Each contractor awarded a contract with a contract price in excess of One Thousand Dollars (\$1,000) for public works, and each subcontractor who performs work on such public works, shall keep an accurate record showing the name, occupation and actual wages paid to each worker employed by him or her and the payments to all the employee funds specified in sections 37-13-6 and 37-13-7 by him or her in connection with the contractor or work. The director and his or her authorized representatives shall have the right to enter any place of employment at all reasonable hours for the purpose of inspecting the wage records and seeing that all provisions of this chapter are complied with.

37-13-12.1. Obstruction of enforcement. -- Any effort of any employer to obstruct the director and his or her authorized representatives in the performance of their duties shall be deemed a violation of this chapter and punishable as such.

37-13-12.2. Subpoena powers. -- the director and his or her authorized representatives shall have the power to administer oaths and examine witnesses under oath, issue subpoenas, subpoenas duces tecum, compel the attendance of witnesses, and the production of papers, books, accounts, records, payrolls, documents, and testimony, and to take depositions and affidavits in any proceeding before the director.

37-13-12.3. Compelling obedience to subpoenas. -- In case of failure of any person to comply with any subpoena lawfully issued, or subpoena duces tecum, or on the refusal of any witness to testify to any matter regarding which may be lawfully interrogated, it shall be the duty of the superior court, or any judge thereof, on application by the director, to compel obedience by proceedings in the nature of those for contempt.

37-13-12.4. Penalty for violations. -- Except as otherwise provided in this chapter, any employer who shall violate or fail to comply with any of the provisions of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than fifty dollars (\$50) nor more than one hundred dollars (\$100) for each separate offense, or by imprisonment for not less than ten (10) nor more than ninety (90) days, or by both such fine and imprisonment. Each day of failure to pay wages due an employee at the time specified in this chapter shall constitute a separate and distinct violation.

37-13-13. Furnishing payroll record to Director of Labor. -- Each contractor awarded a contract with a contract price in excess of One Thousand Dollars (\$1,000) for public works, and each subcontractor who performs work on such public works, shall furnish a certified copy of his payroll record of his or her employees employed upon such public works to the Director of Labor on a weekly basis, for the preceding week. The Director of Labor may promulgate reasonable rules and regulations to enforce the provisions of this section. A contractor or subcontractor who fails to comply with the provisions of this section shall be deemed guilty of a misdemeanor and shall pay to the Director of Labor One Hundred Dollars (\$100) for each calendar day of noncompliance as determined by the Director of Labor.

37-13-13.1. Audits of wage records of out-of-state contractors and subcontractors. -- Out-of-state contractors or subcontractors who perform work on public works in this state authorize the director of labor to conduct wage hour audits of their payroll records pursuant to the provisions of chapter 14 of title 28.

37-13-14. Contractor's bond. -- (a) The state or any city, town, agency or committee therein awarding contracts for public works shall require the contractor awarded a contract with a contract price in excess of five thousand dollars (\$5,000) for public works to file with the proper authority good and sufficient bond with surety furnished by any surety company authorized to do business in the state, conditioned upon the faithful performance of the contract and upon the payment for labor performed and material furnished in connection therewith, such bond to contain the terms and conditions set forth in Chapter 12 of this title and to be subject to the provisions of that chapter.

(b) Provided, however, that for good cause shown in state public works contracts, the director of the department of administration may waive the requirements of this section in regards to materials furnished only for contracts not in excess of fifty thousand dollars (\$50,000)

37-13-14.1. Enforcement -- Hearings. -- (a) Before issuing an order or determination, the director of labor shall order a hearing thereon at a time and place to specified, and shall give notice thereof, together with a copy of such complaint or the purpose thereof, or a statement of the facts disclosed upon such investigation, which notice shall be served personally or by mail or any person, firm or corporation affected thereby; such person, firm or corporation shall have an opportunity to be heard in respect to the matters complained of at the time and place specified in such notice, which time shall be not less than five (5) days form the service of the notice personally or by mail said hearing shall be held within ten (10) days from the order of hearing The hearing shall be conducted by the director of labor or his or her designee the hearing officer in such hearing shall be deemed to be acting in a judicial capacity, and shall have the right to issue subpoenas, administer oaths and examine witnesses The enforcement of a subpoena issued under this section shall be regulated by the Rhode Island civil practice law and rules Such hearing shall be expeditiously conducted and upon such hearing the hearing officer shall determine the issues raised thereon and shall make a determination and enter an order within ten (10) days of the close of the hearing, and forthwith serve a copy of such order, with a notice of the filing thereof, upon the parties to such proceeding, personally or by mail Such order shall dismiss the charges or direct payment of wages or supplements found to be due, including interest at the rate of twelve percent (12%) per annum from the date of the underpayment to the date of payment, and may direct payment of reasonable attorney's fees and costs to the complaining party

(b) In addition to directing payment of wages or supplements including interest found to be due, such order shall also require payment of a further sum as a civil penalty in an amount equal to three times the total amount found to be due Further, if the amount of salary owed to an employee pursuant to this chapter but not paid to said employee in violation of thereof exceeds five thousand dollars (\$5,000), it shall constitute a misdemeanor and shall be referred to the office of the attorney general, such misdemeanor shall be punishable for a period of not more than one (1) year in prison and/or fined not more than one thousand dollars (\$1,000) In assessing the amount of the penalty, due consideration shall be given to the size of the employer's business, the good faith of the employer, the gravity of the violation, the history of previous violations and the failure to comply with record keeping or other nonwage requirements the surety of the person, firm or corporation found to be in violation of the provisions of this chapter shall be bound to pay any penalties assessed on such person, firm or corporation. the penalty shall be paid to the department of labor for deposit in the state treasury; provided, however, it is hereby provided that the general treasurer shall establish a dedicated "prevailing wages enforcement fund" for the purpose of depositing the penalties paid as provided herein There is hereby appropriated to the annual budget of the department of labor the amount of the fund collected annually under this section, to be used at the direction of the director of labor for the sole purpose of enforcing prevailing wage rates as provided in chapter 13 of this title

(c) For the purpose of this chapter, each day or part thereof of violation of any provision of this chapter by a person, firm or corporation, whether such violation is continuous or intermittent, shall constitute a separate and succeeding violation

(d) In addition to the above, any person, firm or corporation found in willful violation of any of the provisions of this chapter by the director of labor, an awarding authority, or the hearing officer, shall be ineligible to bid on or be awarded work by an awarding authority or perform any such work for a period of no less than eighteen (18) months and no more than thirty-six (36) months from the date of the order entered by the hearing officer Once a person, firm or corporation is found to be in violation of this chapter all pending bids with any awarding authority shall be revoked, and any bid awarded by an awarding authority prior to the commencement of the work shall also be revoked

(e) In addition to the above, any person, firm or corporation found to have committed two (2) or more willful violations in any period of eighteen (18) months of any of the provisions of this chapter by the hearing officer, which violations are not arising from the same incident, shall be ineligible to bid on or be awarded work by an awarding authority or perform any such work for a period of sixty (60) months from the date of the second violation

(f) The order of the hearing officer shall remain in full force and effect unless stayed by order of the superior court

(g) The director of labor, awarding authority or hearing officer shall notify the bonding company of any person, firm or corporation suspected of violating any section of this chapter such notice shall be mailed certified mail, and shall enumerate the alleged violations being investigated

(h) In addition to the above, any person, firm or corporation found to have willfully made a false or fraudulent representation on certified payroll records shall be referred to the office of the attorney general. Such false or fraudulent representation shall be considered a misdemeanor, said misdemeanor shall be punishable for a period of not more than one (1) year in prison and/or fined one thousand dollars (\$1,000). Further, any person, firm or corporation found to have willfully made a false or fraudulent representation on certified payroll records shall be required to pay a civil penalty to the department of labor in an amount of no less than two thousand dollars (\$2,000) and not greater than fifteen thousand dollars (\$15,000) per representation

37-13-15. Review. -- (a) There is hereby created an appeals board which shall be comprised of three (3) members who shall be appointed by the governor; provided, however, that each member of the appeals board shall have at least five (5) years experience with prevailing wage rates as they apply to the construction industry. The members of such appeals board shall serve without compensation. The members of the appeals board shall be appointed for terms of three (3) years except that of the three (3) members originally appointed by each of the appointing authorities: one (1) shall be appointed for a term of one (1) year, one (1) shall be appointed for a term of two (2) years and one (1) for a term of three (3) years

(b) Any person aggrieved by any action taken by the director of labor or his or her designated hearing officer under the authority of this chapter, or by the failure or refusal of the director of labor to take any action authorized by this chapter, may obtain a review thereof for the purpose of obtaining relief from the action or lack of action by filing a petition for administrative review and relief, to the appeals board as provided herein. Such petition for administrative review shall be filed within twenty (20) days of the action taken by the director of labor or designated hearing officer. The petition for administrative review shall be heard within ten (10) days of the date of filing. An aggrieved person under this section shall include:

- (1) Any person who is required to pay wages to his or her employees or make payments to a fund on behalf of his or her employees, as provided in this chapter;
- (2) Any person who is required to be paid wages for his or her labor or on behalf payments are required to be paid to funds, as provided by this chapter;
- (3) The lawful collective bargaining representative of a person defined in subdivision (2) above;
- (4) A trade association of which a person defined in subdivision (1) above is a member;
- (5) A proper authority as defined in this chapter;
- (6) A contractor who submitted a bid for work to be or which has been awarded under the provisions of this chapter or a trade association of which he or she is a member, and
- (7) A labor organization which has one or more written collective bargaining agreements with one or more employees or a trade association which sets forth the hours, wages and working conditions of a craft, mechanic, teamster or type of worker needed to execute the work, as provided in this chapter to the extent that it would be affected by the action or the failure to act of the director of labor or the hearing officer

(c) Any aggrieved person as defined herein may obtain a review of a decision of the appeals board by filing a petition in the superior court of Providence county pursuant to the provisions of the administrative procedures act, praying for review and relief and the petition shall follow the course of and be subject to the procedures for causes filed in the court

(d) The director is hereby empowered to enforce his or her decision and/or the decision of the appeals board in the superior court for the county of Providence

37-13-16. Termination of work on failure to pay agreed wages -- Completion of work. -- Every contract within the scope of this chapter of this title shall contain the further provision that in the event it is found by the director of labor that any employee employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the awarding party may, by written notice to the contractor or subcontractor, terminate his or her right as the case may be, to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and shall

prosecute the work to completion by contract or otherwise, and the contractor and his or her sureties shall be liable to the awarding party for any excess costs occasioned the awarding authority thereby

37-13.1-1. Suits allowed -- Jurisdiction -- Statute of limitations -- Procedure -- Any person, firm or corporation which is awarded a contract subsequent to July 1, 1977 with the State of Rhode Island, acting through any of its departments, commissions, or other agencies, for the design, construction, repair, or alteration of any state highway, bridge, or public works other than those contracts which are covered by the public works arbitration act may, in the event of any disrupted claims under the contract, bring an action against the State of Rhode Island in the superior court for Providence county for the purpose of having such claims determined, provided notice of the general nature of such claims shall have been given in writing to the department administering the contract in accordance with the contract specifications set forth for the specific contract. No action shall be brought under this section later than one (1) year from the date of such acceptance of the work by the agency head as so evidenced; provided, however, that no action shall be brought under this section on any contract awarded prior to July 1, 1977. Acceptance of an amount offered as final payment shall preclude any person, firm, or corporation from bringing a claim under this section. The action shall be tried to the court without a jury. All legal defenses except governmental immunity shall be reserved to the state. Any action brought under this section shall be privileged in respect to assignment for trial upon motion of either party.

GENERAL WAGE RATES ARE AVAILABLE ON-LINE

Prevailing wage rates and Davis-Bacon Wage Determination Reference Materials as issued by the Rhode Island Department of Labor are available on line at <http://www.purchasing.state.ri.us/info.htm>. It is advisable to print only the pages applicable to this bid: the rates active on the Rhode Island Vendor Information Program's bid solicitation date for this project are applicable for the duration of the contract resulting from this bid.

13.1.2 PUBLIC LAW - CHAPTER 5-6-2; WORK FOR WHICH LICENSE REQUIRED:

No person, firm or corporation shall enter into, engage in, or work at the business of installing wire, conduits apparatus, fixtures and other appliances for carrying or using electricity for light, heat or power purposes, unless such person, firm or corporation shall have received a license and a certificate therefore issued by the State Board of Examiner of Electricians.

13.1.3 OTHER LICENSES:

Other trades, i.e., plumbing, Individual Sewage Disposal System installation, pipe fitting and refrigeration and others shall be performed by licensed individuals as required by public law.

13.1.4 TAXES WITHHELD - NON-RESIDENT CONTRACTORS AND SUBCONTRACTORS

NOTICE: As required by the Rhode Island General Laws 44-1-6, three percent (3%) of the contract price will be withheld until the nonresident contractor has completed the substantive requirements of said Statute as follows:

44-1-6. Additional collection powers - Nonresident contractors - (a) Any person doing business with a nonresident contractor shall withhold payment of an amount of three percent (3%) of the contract price until thirty (30) days after said contractor has completed his contract and has requested the tax administrator, in writing, to audit his records for the particular project, a receipted copy of such request to be furnished to the person holding the funds. The tax administrator shall within thirty (30) days after receipt of the request, furnish to said nonresident contractor and to the person holding the funds either a certificate of sales and use tax or income tax withheld, or both due from the nonresident contractor.

Upon receipt of no tax due, the person holding such payment may pay the nonresident contractor the same. Upon receipt of a certificate of taxes due, he may pay to said contractor out of such amount withheld the excess over the amount of taxes set forth in the certificate together with the interest and penalties assessed. If the tax administrator furnished neither certificate to both parties within thirty (30) days after receipt of a written request for the making of the audit, the person holding such payment may forthwith pay the payment withheld to the nonresident contractor under the terms of the contract free from any claims of the tax administrator against either the person holding such payment or the nonresident contractor for payment of sales or use taxes or income taxes withheld, or both.

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In the event the tax administrator shall serve upon said contractor and the person holding such payment a certificate showing the taxes due within such thirty (30) day period, the person holding such payment shall deposit with the tax administrator the amount set forth in the certificate which is not in excess of three percent (3%) of such contract price, taking a receipt for the same, and shall thereupon be free from any claim of the nonresident contractor for such amount or of the tax administrator for sales and use taxes or income taxes withheld, or both, arising out of the materials, equipment and service used in performance of the contract of the nonresident contractor on that project

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

13.1.5 CERTIFICATION OF NON-SEGREGATED FACILITIES

13.1.5.1 Notice to Prospective Federally-Assisted Construction Contractors

A. Certification of Nonsegregated Facilities, as required by the May 9, 1967 order (32FR 7439, May 19, 1967) on elimination of segregated facilities, by the Secretary of Labor, must be submitted prior to the award of federally-assisted construction contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

B. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

13.1.5.2 Notice to Prospective Subcontractors of Requirement for Certification of Non-Segregated Facilities

A. A Certification of Nonsegregated Facilities as required by the May 9, 1967 order (32FR 7439, May 19, 1967) on elimination of segregated facilities, by the Secretary of Labor, must be submitted prior to the award of the subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

B. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

13.1.6 OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) OF APRIL 28, 1971

The Contractor shall comply with all applicable OSHA regulations.

13.1.7 COPELAND ANTI-KICK BACK LAW

All provisions of the Copeland Anti-Kick Back Law shall apply to this contract.

13.1.8 CLEAN AIR

All provisions of the 1970 Clean Air Act shall apply to contracts in excess of \$100,000.

SUPPLEMENTARY CONDITIONS

13.1.9 BIDDERS CERTIFICATION RHODE ISLAND PLAN

A All general contractors involved in projects exceeding \$10,000 and their subcontractors whose work exceeds \$10,000 are required to fill out and comply with the requirements set forth in Rhode Island Plan contained herein

B Any work which is subject to the bid conditions that are performed in a year later than the latest year for which goals of minority utilization were established will be subject to the goals shown for the last year of the bid conditions

ARTICLE 14 TERMINATION OF SUSPENSION OF THE CONTRACT

14.2 TERMINATION BY THE OWNER FOR CAUSE

ADD Sub-paragraph 14.2.1(The Owner may terminate the contract if the Contractor)
.5 cancels or receives notice of cancellation of any insurance required under the contract

*******END OF SECTION*******

SECTION 00830 - EQUAL EMPLOYMENT OPPORTUNITY PROGRAM/MINORITY EMPLOYMENT
AND EEO COMPLIANCE

A. The Contractor must agree and certify, unless otherwise exempt, that the Contractor is in compliance with the applicable requirements of Federal Executive Order No. 11246, as amended, State of Rhode Island Executive Order No. 85-11, and other regulations as issued by the State Purchasing Agent, or will take steps to comply with such requirements prior to acceptance of any order from the State.

B. The Department of Administration, Rhode Island State Equal Opportunity Office, General Contract Compliance Certificate and Agreement shall a part of, and be deemed incorporated in, each contract exceeding \$10,000. Failure to comply will be considered a substantial breach of the contract.

C. All bidders shall comply with the contents and requirements of 41 C.F.R. Part 60-4, goals and timetables for female and minority participation in the construction industry, which were published in the Federal Register, Vol. 43, No. 68, Friday, April 7, 1978. (Subsequent additions and corrections were published May 2, 1978).

EQUAL EMPLOYMENT OPPORTUNITY
PROGRAM/MINORITY EMPLOYMENT
AND EEO COMPLIANCE

Eisenhower House
Newport, Rhode Island

Carpentry Repairs
November, 2011

**SECTION 00840 - PREVAILING WAGE RATES AND DAVIS BACON WAGE
DETERMINATION REFERENCE MATERIALS**

Prevailing wage rates and Davis Bacon Wage Determination Reference
Materials are available online at the State Purchasing Website at
www.purchasing.ri.gov It is advisable to print only the pages applicable to this
bid; the rates active on the bid issuance date for this project are applicable for the
duration of the contract resulting from this bid.

*****END OF SECTION*****

PREVAILING WAGE RATES AND
DAVIS BACON WAGE
DETERMINATION REFERENCE
MATERIALS

RESTORATION OF THE EISENHOWER HOUSE
NEWPORT, RHODE ISLAND

DIVISION 1 - GENERAL REQUIREMENTS AND SCOPE OF WORK

A SCOPE OF WORK:

The work shall include, but not necessarily be limited to the following:

Exterior work - Carpentry repairs to the exterior of the Eisenhower House including:
repairs to the floor, lower wall and framing of the enclosed porch; enclosed porch
window repairs, reglazing, weatherstripping and painting; main house gutter repairs; front
door and sidelight repairs; and skylight repairs/replacement

Interior work - Bathroom rehabilitation including:
New tile floors for the first floor men and women's rooms; painting of the walls, wood
trim and ceilings of the men and women's room

B WORKMANSHIP:

All work specified must be executed in the most thorough, substantial, and workmanlike manner, and must be done to the satisfaction of the Owner. The Contractor shall have demonstrated experience with installation of historic wood roofs and shall provide names and references from five projects completed by the contractor's firm. This information shall be included with Contractor's bid. None but workmen skilled in the installation of wood roofs are to be employed on this job.

C PERMITS AND CODES:

The contractor shall comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work, the protection of the adjacent property, and the maintenance of passageways, guards, or any other protective facilities. The contractor shall obtain all required licenses and permits at no additional expense to the owner.

D SCHEDULE:

The building is a rental facility, which is most highly used during the summer months. Coordinating the work for the off season will be necessary because of the disruptive nature of the work. The work should be planned for the late fall of 2011, winter of 2011-12 or for the early spring of 2012, with a completion date no later than May 1, 2012.

E SAMPLES:

For those items of work for which actual products are not specified, or for which product substitution is requested, the Contractor shall furnish the Owner with samples and

product data that will adequately demonstrate the design, color, texture, finish, and quality of the proposed work. The contractor shall not proceed until all samples have been approved in writing by the Owner. Upon approval, the sample will become a standard of quality to be matched throughout the job.

F TEMPORARY FACILITIES:

The Owner shall provide utilities required for the execution of this project work.

G INSPECTION:

The bidder shall inspect all work areas and report all irregularities and/or unusual conditions to the Owner's Representative. During construction, the Contractor shall inform the Owner's Representative immediately if:

1. There exists any discrepancy between the field conditions and the contract documents.
2. The installer is unsure of any procedure. No work shall proceed until the above have been resolved by the Owner.

All workmanship shall be of the HIGHEST quality, meeting the best standards of the trade. All work shall be installed as per the printed specifications of the product's manufacturer, where applicable, unless otherwise noted herein.

H PROTECTION:

All provisions shall be made by the Contractor to protect all existing site features and utilities, and to provide safe access to the site by all personnel at all times during the course of the work. The Contractor shall take all precautions to protect all materials and products delivered and stored but not installed.

I SITE MAINTENANCE:

The Contractor shall be responsible for the daily removal of all discarded waste materials generated by the project work on or adjacent to the site. The Contractor shall make every reasonable effort to minimize noise and inconvenience caused to the general public. All supplies and materials stored on the site shall be kept in a neat and secure manner to the satisfaction of the Owner.

J CLEANUP:

At the completion of the work, the Contractor shall, except as otherwise specified, clean the premises, removing and disposing of all debris and rubbish.

K. ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR:

It shall be the responsibility of the Contractor to provide and pay for the following as required to perform the specified project work:

- 1 All labor, materials and equipment
- 2 All tools, construction equipment and machinery
- 3 All waste disposal
- 4 All other facilities and services necessary for the proper execution and completion of the work

Secure all required permits and licenses, including a building permit from the Rhode Island State Building Commission, before any work begins

L. INDEMNIFICATION:

The Contractor shall indemnify and hold harmless the Owner and the Owner's Representative and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder

In any and all claims against the Owner or the Owner's Representative or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workman's compensation acts, disability benefit acts or other employee benefit acts.

M. ADDITIONAL GENERAL CONDITIONS:

The General Conditions of the Contract for Construction, AIA Document A201, are hereby included within this Specification and are to be part of the contract documents

END OF SECTION

RESTORATION OF THE EISENHOWER HOUSE
NEWPORT, RHODE ISLAND

DIVISION 2- DEMOLITION

1 SCOPE

A The General Conditions and Supplementary General Conditions are a part of this section, which shall consist of all labor, equipment, and materials necessary to complete all of the work as herein specified

B Work includes, but is not limited to the following;

Removal of all deteriorated materials on the lower walls of the enclosed porch inside and out including the rotted flooring. If rotted framing is discovered after the removal of the walls, it should be removed after consultation with the Owner.

Removal of rotted sections of gutter, crown, fascia and soffit of the main house and ell.

Removal of miscellaneous clapboards, exterior trim and molding as indicated on the plans.

Removal of tile floors and baseboards in the first floor men and women's rooms

II QUALITY ASSURANCE

A Job conditions:

Full and safe access throughout the construction period shall be maintained for and by all personnel involved in carrying out the work. The property shall remain open and functioning during the project duration. Care should be taken to insure that the grounds around the property are cleaned up daily and kept clear of debris.

III EXECUTION

A Workmanship:

Work shall be undertaken as carefully as possible so as not to damage building or landscaping. The Contractor shall be responsible for the careful removal and disposal of all removed materials. ALL debris in and around planting shall be removed. Any damage that does occur shall be the responsibility of the Contractor.

B. Cleanup:

The premises shall be kept neat and orderly, and cleaned up of all debris on a daily basis.

C. Protection:

Protect surfaces and/or elements surrounding the work of this section from damage or disfigurement.

D. Enclosed Porch Demolition:

Demolition of the lower porch walls and flooring must be done carefully salvaging materials to be reused such as bead board wainscoting. Materials should be discarded if they are beyond repair and unable to be used to be determined by the Contractor in consultation with the Owner. Assume 30% of the lower wall will need replacement for purposes of the bid. Include in the base bid. In addition, Contractor shall provide linear foot price for removal of lower wall replacement (include with linear foot price for replacement).

E. Cornice Demolition

Demolition of the cornice shall only happen where the materials that make up the cornice are beyond repair and must be replaced. Any materials that must be removed but can be salvaged should be set aside and reused in the reconstruction of the cornice. Materials to be replaced shall be determined by the contractor in consultation with the Owner. Assume 15% removal for purposes of the bid. Include in the base bid. In addition, Contractor shall provide linear foot price for removal of crown molding, soffit, and fascia (include with linear foot price for replacement).

END OF SECTION

RESTORATION OF THE EISENHOWER HOUSE
NEWPORT, RHODE ISLAND

DIVISION 6 - WOOD

I. SCOPE

A. The General Conditions and Supplementary General Conditions are a part of this section, which shall consist of all labor, equipment, and materials necessary to complete all of the work as herein specified.

B. Work includes, but is not limited to the following;

Repairs/replacement-in-kind to all wood gutters on the main house and ell.

Repairs to all trim adjacent to the gutters being repaired/replaced-in-kind including crown moldings, fascias, soffits, clapboarding and other moldings which are in need of repair or replacement

Repairs/replacement-in-kind of all framing, flooring, bead board, trim and clapboards necessary to repair the enclosed porch floor and lower wall

Miscellaneous repairs/replacement-in-kind of clapboard, ramp and ramp stairs and trim as shown on plans.

II. QUALITY ASSURANCE

A. Submittals:

The following, including manufacturer's data and recommendations, shall be submitted to the Owner's Representative for approval before installation:

Samples of moldings to be used where replacement is needed to be approved by the Owner

B. Job conditions:

Full and safe access throughout the construction period shall be maintained for and by all personnel involved in carrying out the work. The property shall remain open and functioning during the project duration. Care should be taken to insure that the grounds around the property are cleaned up daily and kept clear of debris.

C. Guarantee:

Install all materials in a manner not to violate any of the standard manufacturer's guarantees

III. PRODUCTS

A Lumber

- 1 Softwood Lumber: PS20; premium grade in accordance with AWI; maximum moisture content of 15 percent
- 2 Species: For trim work, use clear Honduran mahogany or equal as approved by Owner.

V EXECUTION

A Inspection:

Bidder shall inspect all areas of the cornice, soffit, fascia and other associated areas prior to bidding and make himself aware of all damaged or missing woodwork that needs to be repaired/replaced Bidder shall inspect all work areas and report all irregularities and/or unusual conditions to the Owner's Representative. During construction the Contractor or Subcontractor shall immediately bring to the Owner's Representative's attention any differences in existing field conditions and contract documents, and any procedure of which the installer is unsure.

B. Workmanship:

All workmanship shall be of the highest quality and shall meet the best standards of the trade All work shall be installed as per printed specifications of the product's manufacturer, unless otherwise directed by the Owner's Representative

C Handling and Storing Materials:

The Contractor shall store all materials in the areas designated by the Owner's Representative, and shall take all necessary precautions to protect the materials and products both stored and installed

D Cleanup:

The premises shall be kept neat and orderly, and cleaned up of all debris on a daily basis

E. Repair/Replacement:

All work shall be done to match existing exactly All areas that are determined to be

deteriorated beyond repair shall be replaced. New lengths of millwork shall be installed with scarf joints. Set and secure new materials and components in place and level. Any areas that can be repaired using epoxies, shall be done carefully and according to manufacturers instructions. All new work shall be indistinguishable from the existing. After carpentry work is completed, all openings in the area of the cornice shall be closed in

F Cornice, Soffit and Fascia:

All main house and ell wood trim and molding associated with the cornice, soffit and fascia must be inspected. All rotted wood shall be replaced in-kind or epoxy repaired if possible. All checks, splits and holes shall be repaired. All new wood must be back and end primed before installation. The new replacement crown molding, soffit and fascia should be installed to look seamless with the existing. Joints should be done in a manner so as not to separate in time so that repairs become visible. Materials to be replaced shall be determined by the contractor in consultation with the Owner. Assume 15% replacement for purposes of the bid. Include in the base bid. In addition, Contractor shall provide linear foot price for removal and replacement of crown molding, soffit, and fascia.

G Enclosed Porch Repairs:

Rebuild of the lower porch walls and flooring in-kind as needed. Work to be done carefully salvaging materials to be reused such as bead board wainscoting. Materials should be discarded if they are beyond repair and unable to be used to be determined by the Contractor in consultation with the Owner. Assume 25 linear feet of the lower wall will need replacement for this bid. Include in the base bid. In addition, Contractor shall provide linear foot price for replacement.

H Clapboards:

Replacement clapboard shall be Kiln-dried red cedar, clear vertical grain tapered siding to match the dimensions and exposure of the existing.

I Ramp and ramp Stair repairs:

Ramp stair treads, newels and balusters must be inspected and repaired/replaced as need. Many post members show signs of rot as do the treads and balusters. Stairs and railings shall be repaired so that they are rot free and sound. The top board skirt board at the side of the ramp shall also be replaced and the new board shall be sloped to shed water. See the attached plan.

J Nails:

Size and type to suit application. Use stainless steel for exterior work.

K Trim and millwork:

Trim work shall be clear Honduran mahogany or equal as approved by Owner, profiles and dimensions to match historic originals exactly.

M Painting:

All new work to be primed on all surfaces, except nailing surfaces, prior to installation and shall be finished with two coats of finish paint to match existing. Painting shall be done to blend with existing paint finish. Adjacent surfaces shall be painted if needed to achieve a uniform finish.

END OF SECTION

RESTORATION OF THE EISENHOWER HOUSE
NEWPORT, RHODE ISLAND

DIVISION 5 – THERMAL AND MOISTURE PROTECTION

1 SCOPE

A The General Conditions and Supplementary General Conditions are a part of this section, which shall consist of all labor, equipment, and materials necessary to complete all of the work as herein specified.

B Work includes, but is not limited to the following;

Inspecting gutters to insure they are pitching properly to shed water to the downspout locations and lining gutters with EDPM

Inspection, repair/replacement in-kind of all downspouts.

Repair/ replacement of elbow connectors at gutters into downspouts.

II QUALITY ASSURANCE

A Submittals:

The following, including manufacturer's data and recommendations, shall be submitted to the Owner's Representative for approval before installation:

1 Sample of downspout

2 Sample of elbow connector.

B Job conditions:

Full and safe access throughout the construction period shall be maintained for and by all personnel involved in carrying out the work. The property shall remain open and functioning during the project duration. Care should be taken to insure that the grounds around the property are cleaned up daily and kept clear of debris.

C Guarantee:

Install all materials in a manner not to violate any of the standard manufacturer's

guarantees

III PRODUCTS

- 1 Downspouts: Any new downspouts needed to replace missing or damaged downspouts shall match the existing exactly in material and dimension
- 2 Elbow connectors: Any new elbow connectors from the gutter to the downspouts needed to replace missing or damaged elbows shall match the existing exactly in material and dimension

V. EXECUTION

A Inspection:

Bidder shall inspect all work areas and report all irregularities and/or unusual conditions to the Owner's Representative. During construction the Contractor or Subcontractor shall immediately bring to the Owner's Representative's attention any differences in existing field conditions and contract documents, and any procedure of which the installer is unsure

B Workmanship:

All workmanship shall be of the highest quality and shall meet the best standards of the trade. All work shall be installed as per printed specifications of the product's manufacturer, unless otherwise directed by the Owner's Representative.

C Handling and Storing Materials:

The Contractor shall store all materials in the areas designated by the Owner's Representative, and shall take all necessary precautions to protect the materials and products both stored and installed

D Cleanup:

The premises shall be kept neat and orderly, and cleaned up of all debris on a daily basis

E Gutters:

All gutters on the main house and ell shall be lined with EDPM and shall be pitched properly to shed water to the downspout locations. Traps shall be added at all downspout locations to prevent leaves and other debris from collecting at the outlet and stopping

water from passing

F Downspouts:

Inspect all downspouts and replace any deteriorated/missing ones that are determined by the Architect/Owner to be unusable. New downspouts should match existing in material and size. Check all downspouts to insure that they are securely attached to the gutters and are draining properly. Reattach any loose downspouts. Fabricate "kick out" at the base to direct water away from the building if none exists.

G Elbow connector:

If the diameter of the elbows seems insufficient to carry enough water to prevent gutter overflow, the Contractor shall discuss with the Owner changing the elbows to a larger diameter.

END OF SECTION

DIVISION 8 – DOORS AND WINDOWS

I. SCOPE

A The General Conditions and Supplementary General Conditions are a part of this section, which shall consist of all labor, equipment, and materials necessary to complete all of the work as herein specified

B Work includes, but is not limited to the following;

Repair and reglazing of existing windows on the enclosed porch

Making windows operable and adding locks where needed on the enclosed porch

Installation of weatherstripping on repaired windows of the enclosed porch

Repair to exiting front door and door surround

Repair/replacement of bronze weatherstripping at front doors

Repalcement of hardware for the front door

Repair of the skylight

II QUALITY ASSURANCE

A Submittals:

The following, including manufacturer's data and recommendations, shall be submitted to the Owner's Representative for approval before installation:

- 1 Field sample of repaired windows which upon approval shall stand as a standard to be matched in remaining work
- 2 Sample of all new stops and casing materials which may be required
- 3 Sample of glass to be used for the replacements of sash panes
- 4 Catalog cut or sample of all hardware for approval prior to installation
- 5 Sample of Bronze

B Job conditions:

Coordinate work in this section with interfacing and adjoining work for the proper sequencing of each

Full and safe access throughout the construction period shall be maintained for and by all personnel involved in carrying out the work. The property shall remain open and functioning during the project duration. Care should be taken to insure that the grounds around the property are cleaned up daily and kept clear of debris

C Guarantee:

Install all materials in a manner not to violate any of the standard manufacturer's guarantees

III PRODUCTS

A Replacement glass: 1/4" clear glass.

B. Glazing compound: DAP glazing compound or approved equal.

C Wood filler: Two-part epoxy wood filler by Abatron, or approved equal

D Species: For window and door trim work, use clear Honduran mahogany or equal as approved by Owner and for window stiles and rails, if needed, wood species to match the existing species of the window where parts are being replaced

E Hardware: Include an allowance for entrance door hardware. Selected hardware must be reviewed and approved by Owner

V EXECUTION

A. Inspection:

Bidder shall inspect all work areas and report all irregularities and/or unusual conditions to the Owner's Representative. During construction the Contractor or Subcontractor shall immediately bring to the Owner's Representative's attention any differences in existing field conditions and contract documents, and any procedure of which the installer is unsure

B Workmanship:

All workmanship shall be of the highest quality and shall meet the best standards of the trade. All work shall be installed as per printed specifications of the product's

manufacturer, unless otherwise directed by the Owner's Representative

C Handling and Storing Materials:

The Contractor shall store all materials in the areas designated by the Owner's Representative, and shall take all necessary precautions to protect the materials and products both stored and installed

D Cleanup:

The premises shall be kept neat and orderly, and cleaned up of all debris on a daily basis

E Repair of Existing Windows:

Remove and replace all loose, cracked or broken lights of glass Fully remove all glazing compound manually taking care not to damage the wood along the rabbet, remove glazing points, and remove the remaining putty With the glass completely removed, prepare surface for painting and prime (see Section 9)

Repair all damaged or rotted bottom rails and stiles as needed with wood sections that match both species and dimensions of the existing sash If epoxy consolidation is possible, window rails and stiles shall be repaired rather than replaced

Before reinstalling the glass, a bead of glazing compound or linseed oil putty should be laid around the rabbet to cushion and seal the glass Glazing compound should only be used on wood which has been brushed with linseed oil and primed with an oil based primer or paint The pane should be pressed into place and the glazing points are pushed into the wood around the perimeter of the pane

The final glazing compound or putty must be applied and beveled to complete the seal The sash shall be painted on the inside and on the outside as soon as a "skin" has formed on the putty, usually in 2 or 3 days Exterior paint should cover the beveled glazing compound or putty and lap over onto the glass slightly to complete a weather-tight seal After the proper curing times have elapsed for paint and putty, the sash shall be reinstalled

Repair all damaged window casings by replacing all damaged or missing material to match originals exactly, including all stops

Remove existing paint from frame and casings as required and plane or sand stops as necessary to allow for proper function All windows must be operable and have the proper locking hardware If hardware to lock windows is not in place it must be added to the windows

F. Repair of Existing Entrance Door:

Remove the front entrance doors and provide temporary doors. Carefully dismantle doors, replacing panels, rails and stiles to match only where needed and epoxy repairing where possible. All replacement material should exactly match the existing material in species and dimension. Doors should be reconstructed and should be rehung and weatherstripped using existing weatherstripping if possible or providing new weatherstripping. Existing hinges should be reused. Provide a new door knob and lockset as approved by the Owner.

G. Repair of Existing Entrance Door Frame and Sidelights:

Repair and reglaze sidelights as needed. Repair lower panels. All replacement material should exactly match the existing material in species and dimension. Use epoxy to make repairs where possible.

H. Repair of Skylight:

Inspect existing skylight. Repair skylight by fixing or replacing cracked glass if possible to stop leaking. If skylight is found to be beyond repair by the contractor in consultation with the Owner, replace the skylight with a new skylight matching the size and profile of the existing.

END OF SECTION

DIVISION 9 – FINISHES

1 SCOPE

A The General Conditions and Supplementary General Conditions are a part of this section, which shall consist of all labor, equipment, and materials necessary to complete all of the work as herein specified

B Work includes, but is not limited to the following;

Exterior Painting - Prime and paint all new wood including enclosed porch windows and window trim repairs, front entrance door and door surround repairs, cornice, soffit at gutter repairs, Clapboards and trim at the enclosed porch, clapboards and miscellaneous trim where replaced/repaired

Interior Painting - Prime and paint all new wood and adjacent surfaces including enclosed porch windows and window trim repairs, front entrance door and door surround repairs, beaded board and trim at the enclosed porch

Prepare and paint the Men's Room and the Women's Room walls, ceilings and trim

Ceramic Tile – Install new ceramic tile in the Men's Room and the Women's Room.

II QUALITY ASSURANCE

A Submittals:

The following, including manufacturer's data and recommendations, shall be submitted to the Owner's Representative for approval before installation:

- 1 Sample of paint colors to be used in the Men's Room and Women's Room including wall, ceiling and trim colors
- 2 Samples of tile to be for each of the rooms receiving a ceramic tile floor.

B Job conditions:

Coordinate work in this section with interfacing and adjoining work for the proper sequencing of each

Full and safe access throughout the construction period shall be maintained for and by all personnel involved in carrying out the work. The property shall remain open and functioning during the project duration. Care should be taken to insure that the grounds around the property are cleaned up daily and kept clear of debris.

C Guarantee:

Install all materials in a manner not to violate any of the standard manufacturer's guarantees.

III PRODUCTS

A Cleaning Solution: Trisodium-phosphate (TSP) and potable water. Use dilute household bleach to remove mold or mildew if present on walls or woodwork.

B Exterior Primer: Alkyd-based, exterior wood primer tinted to the approximate final color, Benjamin Moore or approved equal.

C Exterior Finish Paint: Latex exterior house paint, Benjamin Moore "Aura", or approved equal, color and finish to match existing.

D Caulk: Acrylic latex caulk, DAP, or approved equal.

E Interior Primer: Alkyd-based primer /sealer by Benjamin Moore or approved equal.

F Interior Wall, Trim and Ceiling finish Paint: latex by Benjamin Moore "Regal Select" or approved equal colors and finishes to be determined by Owner.

G Interior Wall Filler: Spackle by DAP, Inc. or approved equal.

H Tile: Dal-tile "Athena Mosaic" glazed porcelain tile, color and pattern to be selected by Owner.

V EXECUTION

A Inspection:

Bidder shall inspect all work areas and report all irregularities and/or unusual conditions to the Owner's Representative. During construction the Contractor or Subcontractor shall immediately bring to the Owner's Representative's attention any differences in existing field conditions and contract documents, and any procedure of which the installer is unsure.

B Workmanship:

All workmanship shall be of the highest quality and shall meet the best standards of the trade. All work shall be installed as per printed specifications of the product's manufacturer, unless otherwise directed by the Owner's Representative.

C Handling and Storing Materials:

The Contractor shall store all materials in the areas designated by the Owner's Representative, and shall take all necessary precautions to protect the materials and products both stored and installed.

D Cleanup:

The premises shall be kept neat and orderly, and cleaned up of all debris on a daily basis.

E Exterior Painting:

All new wood to be back-primed and edge primed prior to installation. Apply one coat of primer to all new wood surfaces and all bare spots and two coats of finish paint to match the existing. Paint to match existing and be blended. Paint adjacent surfaces if needed to achieve a uniform paint surface.

F Painting of Existing Windows:

Remove any peeling or flaking paint from the sash exterior and interior. If the sash have excessive paint build-up, scrape and sand the sash until a good surface is achieved for painting. All of the paint does not need to be removed, but deep ridges and rough edges must be removed or feathered in to achieve a smooth finish. Apply one coat of primer and two coats of finish to both the exterior and the interior of the sash. Paint shall be applied evenly with no runs or other imperfections, and shall be applied at a rate not to exceed the recommendations of the manufacturer.

G Painting of Existing Entrance Door:

Prime all new wood. Remove any peeling or flaking paint from the door exterior and interior and from the door surround. If the existing wood has excessive paint build-up, scrape and sand -until a good surface is achieved for painting. All of the paint does not need to be removed, but deep ridges and rough edges must be removed or feathered in to achieve a smooth finish. Apply one coat of primer and two coats of finish to both the exterior and the interior of the door and door surround. Paint shall be applied evenly with no runs or other imperfections, and shall be applied at a rate not to exceed the recommendations of the manufacturer. Match existing finish.

H Painting of Enclosed Porch:

Prime all new wood at the interior of the enclosed porch. Prepare the surface of the

window walls and trim by removing any peeling or flaking paint. If the walls have excessive paint build-up, scrape and sand the walls until a good surface is achieved for painting. Fill all holes and small cracks in the wood prior to painting. Paint the window walls and trim of the enclosed porch with two coats of finish paint.

I Interior Painting and Finishing of the First Floor Men and Women's Room:

Remove all existing wall coverings and all other materials and fixtures applied to the original surfaces of the first floor Men's and Women's Rooms. Thoroughly scrape off all loose paint and finish and rake out all cracks in the existing finish. Fill smooth with joint compound, sanding lightly as required. Sand all woodwork smooth; fill all deep voids with epoxy filler. Prior to paint application, all areas of the wall and trim shall be washed with TSP and allowed to dry thoroughly.

All wall and ceiling areas shall receive one coat of primer/sealer, and two coats of finish paint. All doors, windows, woodwork and trim shall receive two coats of finish paint. All bare spots shall first receive one coat of primer. Paint shall be applied evenly with no runs or other imperfections, and shall be applied at a rate not to exceed the recommendations of the manufacturer.

J Tile installation -- Install selected ceramic tile in a neat manner with straight uniform joints. Use a moisture resistant epoxy cement for tile attachment and an approved moisture resistant grout for joining, both as recommended by the tile manufacturer. Rub all joints full. Upon completion, clean all excess grout, &c. from the tiles using agents and method as recommended by the manufacturer. Color of tile and grout to be selected by the Owner. Pattern layout to be provided by the Owner.

END OF SECTION