PROJECT MANUAL

APRIL 23, 2021

WIRELESS MESH AND DISTRIBUTED ANTENNA SYSTEM

AT

CAPITOL HILL

GOOD HARBOR TECHMARK

17 ACCORD PARK DRIVE SUITE 201

NORWELL, MA

PROJECT NUMBER 0302

DOCUMENT 00 01 10

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NOTE: THIS PROJECT MANUAL DOES NOT INVOLVE THE PROCUREMENT OF CALL FOR ASSISTANCE BLUE PHONES

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SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

The following supplements further modify the Modified AIA Document A201, General Conditions of the Contract for Construction, 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.

PART 2 - ARTICLES

ARTICLE 13…MISCELLANEOUS PROVISIONS

Add the following to Article 13

13.8 Deleted

13.9 Deleted

13.10 Equal Opportunity

13.10.1 The Contractor shall maintain policies of employment as follows:

13.10.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual preference or national origins. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, sexual preference, or national origin.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

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

13.10.1.3 The Contractor shall be a signatory to the requirements of the Rhode Island Equal Employment Office.

The Contractor must provide to the Owner the approved records that the Contractor, all subcontractors and their associates and individual that visit the project site, have passed a (State) Rhode Island Bureau of Criminal Identification (BCI) check before entry onto the site and an equivalent State criminal identification check in the State they reside.

Add the following Paragraphs to Article 13

13.12 SHUTDOWNS

While every effort should be made to minimize disruptions to communications, data, mechanical and/or electrical shutdowns affecting the existing operations and facilities at the Work Site and on campus with the work, the following criteria has been established in the event shutdowns are required to carry out the work scope of the project and/or in the event of emergency conditions.

The Contractor shall make provisions to assure that closure and/or disruption to roadways, driveways, sidewalks and other site access is minimized and scheduled well in advance if partial closure is required. Partial closure will be requested in writing by the Contractor and approved in writing by the Owner. At no time shall site access be permitted to be fully closed. The Contractor shall assure that traffic flow is maximized during peak hours of operation at the facility and at roadways affecting not only access to the site but the community as well. When traffic on these roadways is disrupted, the Contractor shall provide Police protection to assure public safety and movement of traffic as part of the base bid costs.

Additionally, these conditions shall be used with regards to dealing with Public Ways such as streets and sidewalks and adjacent businesses as they may be affected by the project. It is the Contractors responsibility to provide and pay for all permits, temporary facilities, police protection, and details required to carry out the project scope. A detailed accounting and plan of the work to be performed during the shutdown shall be provided that includes the reason and duration of the shutdown, and any operations that will be affected by the shutdown. Plans shall be prepared by the Contractor and submitted to the Architect and Owner for review and then submitted to the appropriate authorities such as but not limited to State, State and Local Police, State and Local Public Works, Local Fire Departments and other agencies having jurisdiction.

Furthermore, the Contractor shall work with the Owner in maintaining the integrity of all systems at the Work Site and on the campus. The Contractor must coordinate and minimize any and all shutdowns of building systems as follows:

1. Assure that the Owner is provided with proper notice when making shutdowns and pay any fees as may be required and make any accommodations necessary to maintain operations and employee and resident comfort.
2. Ensure that buildings and Capitol Hill operations can continue in a secure manner and employee and resident comfort is maintained 24 hours a day, seven days a week.

The Contractor shall clearly define through the submittal process (before an exposure to disruptions in services can be triggered) complete and comprehensive protocols and procedures which will establish the notification procedure and specific details for permanent and/or temporary conditions to be implemented by the Contractor and accommodations for building operations and employee comfort. The submittals shall be provided to the Owner and Architect for the Owner's approval and at minimum defines a procedure for the following:

001-Pre-notification Scheduled shutdowns (a minimum of not less than seven (7) calendar days notification for disruptions and shut downs to issues such as but not limited to the following:

Power
Data
Communications
Mechanical Systems
Fire Protection
Emergency Egress as may be required
Water

Roadways
Driveways
Parking
Employee and Public Entrances and Egress
Building Spaces
Handicap parking and handicap front building access

All costs associated with these activities and accommodations for maintaining building operations and employee comfort are considered part of the Base Bid and Base Project Schedule.
The protocol submitted to the Owner and Architect shall establish the Contractor's written notification procedure and the Contractor's plans on making either permanent work around solutions and/or temporary solutions to assure that the facility and/or facilities continue with productive and a safe business operations as usual, unless otherwise approved in writing by the Owner.

002- It is understood that certain circumstances and conditions sometimes require disruptions and shut downs that were planned for, however may not have had the precise timing pre-planned, schedule acceleration has impacted the timing, extraordinary circumstances dictate that the work be performed out of sequence to allow the Project to continue. These disruptions/ shut downs shall be permitted with proper notification and in accordance the protocols established by the Contractor as approved by the Owner provided notification is provided within seven (7) days of the scheduled work and as long as accommodations are provided for continued building operations and maintaining employee comfort. All costs associated with these activities are considered part of the Base Bid and Base Project Schedule.

Illustrative examples include but are not limited to:

Power
Data
Communications
Mechanical Systems
Fire Protection
Emergency Egress as may be required
Water
Roadways
Driveways
Parking
Employee and Public Entrances and Egress
Building Spaces
Handicap parking and handicap front building access

The Owner reserves the right to reject and/or request modification to these disruptions/ shut down requests, if it is determined that the request cannot be carried out in a manner that protects the interest of the Owner. In the event the request is rejected and/or otherwise modified the Contractor shall not be compensated for additional costs and/ or provided additional time for the Project provided the modification and timing is for just cause.

003- A protocol for Emergency and/or Accidental Shutdowns that require an Immediate Response Action shall be established for the Project.

The Contractor shall clearly provide details as to how they intent to minimize and/or otherwise correct or make alternate provisions to minimize the impact of the disruption to the Owner for issues pertaining to items such as but not limited to…

Power
Data
Communications
Mechanical Systems
Fire Protection
Emergency Egress as may be required
Water
Roadways
Driveways
Parking
Employee and Public Entrances and Egress
Building Spaces

The costs for Emergency and/or Accidental disruptions and/or shut downs shall be the Contractors.

004- The Contractor acknowledges that any and all cost borne by the Owner and Architect due to shutdowns of systems due to poor planning by the Contractor shall be paid for by the Contractor and shall be appropriately deducted by a deductive change order affecting the next payment requisition.

Additionally, the Contractor shall not be eligible for time extensions due to rejection of a shutdown, rejected for failure to comply with this section or due to poor planning by the Contractor.

006- Perform any duties required by Owner when making a shut down.

007- Provide appropriate fire watch during shutdowns which may affect fire alarm and or sprinklers system operations.

008- Duration of shutdowns shall be kept to a minimum.

009- All systems shall be returned to normal operating conditions at end of work day, unless otherwise planned and provided for and approved by the Owner in writing.

13.13 ZERO PUNCH LIST ITEM OBJECTIVES

The Contractor shall promptly correct conditions pointed out as being deficient at the time of the discovery and notification of such conditions and shall not defer the correction of work to the punch list or close-out phases of the project. Upon notification of deficient Work the Contractor shall take action to correct the existing Work and not continue with new/additional Work in the manner that has been identified as being deficient. Deviation from this project approach shall be grounds for a Stop Work Order on the Project and the Owner and Architect will not be responsible for delays and/or additional costs due to the Stop Work Order.

All punch list and deficient work shall be performed by workmen skilled in the trade of the item damaged or improperly installed and in no cases shall repair work be performed by anyone other than the original installing Contractor without the written approval of the Owner and/or Architect, unless said Contractor is determined

incompetent to continue such work at which time the Contractor will submit an alternative Contractor to the Owner in writing for approval at no additional costs to the Owner.

13.14 ADDITIONAL CONTRACT DOCUMENTS

Additional Consultant Reports included are to be considered part of the Contract Documents as Reference Materials. Consultant reports are complementary. They are as follows:

- None other than those included in the Drawings and Project Manual.

13.15 Quantity of Drawings and Specifications due the Contractor

The Owner shall furnish to the Contractor one (1) electronic file which includes drawings in CAD format for the purposes of producing As Built Documents.

13.16 Energy Rebates

When dealing with the utilities and other vendors in which the Owner is eligible for Energy Rebates or other forms of rebates, credits, discounts and etc., the Contractor shall assure that all applications are filled out and executed in a manner that rebate checks, credits and or/other forms of reimbursement are paid directly to the Owner with no exception unless otherwise noted and/or approved in writing.

13.17 Liquidated Damages

Damages are defined and delineated in the Bid Form

Add the following Paragraph 13.18 to Article 13

13.18 Special Warranties, Warranty Response Time, Service Contracts

The Contractor shall provide and pay for all the requirements outlined in this section (13.18) as part of the Project Base Bid.

Service Contracts will be captured in the Project Schedule of Values. The costs associated with the Service Contract Work will not be subject to retainage, and will be billed quarterly for the duration of the Service Contract period, unless otherwise approved in writing by the Owner.

Warranty Provisions:

As prescribed in Paragraph 12.2.2.1 of AIA Document A201- 2007 as amended by the Contract Agreement the Contractor shall provide a minimum of a **two (2) year** warranty period on all systems, repairs, materials and workmanship incorporated in the project. Systems, repairs, materials and workmanship that has been prescribed as having warranties for periods greater than **two (2) years** by the individual specification sections shall be carried at the warranty period prescribed by that individual reference provided a minimum of **two (2) years** are provided in all aspects of the warranty/guarantee provisions.

Additionally, as prescribed in 12.2.2.2 of AIA Document A201-2007 as amended by the Contract Agreement, the **two (2) year** period for correction of work shall be extended with respect to portions of Work first

performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of Work[1].

Furthermore as provided in 12.2.2.3 of AIA Document A201-2007 as amended by the Contract Agreement states upon completion of any Work under or pursuant to Paragraph 12.2 that **the two (2) year** correction period in connection with the Work requiring correction shall be renewed and recommence. The obligations under Paragraph 12.2 shall cover any repairs and replacement to any part of the Work or other property that is damaged by the defective Work and Work impacted by such corrective action.

The Contractor is hereby notified that no warranty period of less than **two (2) years** is acceptable on the project and any and all contradictions to this **two (2) year** period in the individual specification sections shall be considered edited to read **two (2) years** in the event those specification sections indicate otherwise with the exception of those items that provide warranty/guarantee periods that are prescribed for a period of greater than **two (2) years**. Those periods shall remain for the period that has been prescribed, as greater than **two (2) years** as published and established in the Contract Documents.

Response Time Pertaining to Warranty Work:

The Contractor shall be prepared to respond to various warranty claims in accordance with the following schedule.

Schedule One, One Hour Response*:

The Contractor will respond to the Owner's request for service and have **qualified personnel on site** for:

- Significant[2] wall, and other building envelope system leaks (weather or non-weather related),
- Blockage of drainage systems
- Water infiltration resulting in total or partial failure of heating, cooling, and/or ventilation systems,
- Water infiltration resulting in total or partial loss of electrical power not related to service provider,
- Water infiltration resulting in partial or total loss of security systems, including but not limited to video surveillance, scanners, locking and arming of security systems and building locking,
- Water infiltration resulting in partial or total loss of data and telecommunications not related to service provider,
- Or, water infiltration resulting in any other failure of systems that could potentially cause significant damage to property and/or person.

Within One (1) Hour [twenty four hours a day seven days a week three hundred sixty five days or three hundred sixty six days a year, (24x7x365, 366)] of initial attempt to notify the Contractor, or applicable assigned/approved Subcontractor or Designee of the Contractor of the emergency condition.

Failure to respond within this prescribed period allows the Owner to obtain services by others to stabilize and/or correct the failed system to protect the building, equipment, and/or occupants. Should correction by others be necessary due to the failure of the Contractor to respond in accordance with the time prescribed herein, the Owner reserves the right to charge the Contractor for all services rendered to correct

[1] Punch List Completion and Acceptance
[2] "Significant" is defined as "Causing or Creating Damage and/or Danger to any of the Building Systems, Finishes, and/or Occupants."

the condition including but not limited to direct fees, administrative fees and Work associated with cleanup and disposal of damaged materials. Work performed by others does not cancel or render applicable existing and/or extended warranties by the Contractor null and void as this work has been performed by others as the Contractor failed to respond to the warranty claim in accordance with the appropriate times prescribed herein.

Telephonic Communication will be the prime means of notification followed by written communication.

The "Initial Attempt to Notify the Contractor" for a response action to Warranty Claims shall be defined as the initial call placed to the Contractors Legal Place of Business, messages left with answering services, answering machines, electronic voice mail systems, messages with staff answering call at the place of business, messages with secretaries, calls placed to pagers, mobile phones and etc. E-Mails shall not be considered appropriate notification.

Schedule Two, Four Hour Response:

The Contractor will respond to and have **qualified personnel on site** for:

- Minor, roof, wall, window and other envelope areas of the Work or caused by the Work (weather or non-weather related),
- Minor blockage of drainage systems and mechanical system leaks in the Work or caused by the Work.

Within Four (4) Hours [twenty four hours a day seven days a week three hundred sixty five days or three hundred sixty six days a year, (24x7x365, 366)] of initial attempt to notify the Contractor, or applicable assigned/approved Subcontractor or Designee of the Contractor of the emergency condition.

Failure to respond within this prescribed period allows the Owner to obtain services by others to stabilize and/or correct the failed system to protect the building, equipment, and/or occupants. Should correction by others be necessary due to the failure of the Contractor to respond in accordance with the time prescribed herein, the Owner reserves the right to charge the Contractor for all services rendered to correct the condition including but not limited to direct fees, administrative fees and Work associated with cleanup and disposal of damaged materials. Work performed by others does not cancel or render applicable existing and/or extended warranties by the Contractor null and void as this work has been performed by others as the Contractor failed to respond to the warranty claim in accordance with the appropriate times prescribed herein.

Telephonic Communication will be the prime means of notification followed by written communication.

The "Initial Attempt to Notify the Contractor" for a response action to Warranty Claims shall be defined as the initial call placed to the Contractors Legal Place of Business, messages left with answering services, answering machines, electronic voice mail systems, messages with staff answering call at the place of business, messages with secretaries, calls placed to pagers, mobile phones and etc. E-Mails shall not be considered appropriate notification.

Schedule Three, Twenty Four Hour Response:

The Contractor will respond to and have **qualified personnel on site** for:

ALL OTHER EMERGENCY TYPE CLAIMS that present safety issues, discomfort, and/or otherwise affects the well-being of the building occupants within Twenty Four (24) hours [twenty four hours a day seven days a week three hundred sixty five days or three hundred sixty six days a year, (24x7x365,366)] of initial attempt to notify the Contractor of the building condition.

Failure to respond within this prescribed period allows the Owner to obtain services by others to stabilize and/or correct the failed system to protect the building, equipment, and/or occupants. Should correction by others be necessary due to the failure of the Contractor to respond in accordance with the time prescribed herein, the Owner reserves the right to charge the Contractor for all services rendered to correct the condition including but not limited to direct fees, administrative fees and Work associated with cleanup and disposal of damaged materials. Work performed by others does not cancel or render applicable existing and/or extended warranties by the Contractor null and void as this work has been performed by others as the Contractor failed to respond to the warranty claim in accordance with the appropriate times prescribed herein.

Telephonic Communication will be the prime means of notification followed by written communication.

The "Initial Attempt to Notify the Contractor" for a response action to Warranty Claims shall be defined as the initial call placed to the Contractors Legal Place of Business, messages left with answering services, answering machines, electronic voice mail systems, messages with staff answering call at the place of business, messages with secretaries, calls placed to pagers, mobile phones and etc. E-Mails shall not be considered appropriate notification.

Schedule Four, Ten Day Response:

The Contractor will respond to and have **qualified personnel on site** for:

GENERAL WARRANTY CLAIMS within Ten calendar (10) days of the initial attempt to notify the Contractor of the need for action.

Failure to respond within this prescribed period allows the Owner to obtain services by others to stabilize and/or correct the failed system to protect the building, equipment, and/or occupants. Should correction by others be necessary due to the failure of the Contractor to respond in accordance with the time prescribed herein, the Owner reserves the right to charge the Contractor for all services rendered to correct the condition including but not limited to direct fees, administrative fees and Work associated with cleanup and disposal of damaged materials. Work performed by others does not cancel or render applicable existing and/or extended warranties by the Contractor null and void as this work has been performed by others as the Contractor failed to respond to the warranty claim in accordance with the appropriate times prescribed herein.

Telephonic Communication will be the prime means of notification followed by written communication.

The "Initial Attempt to Notify the Contractor" for a response action to Warranty Claims shall be defined as the initial call placed to the Contractors Legal Place of Business, messages left with answering services, answering machines, electronic voice mail systems, messages with staff answering call at the place of business, messages with secretaries, calls placed to pagers, mobile phones and etc. E-Mails shall not be considered appropriate notification.

Service and Mandatory Contract Requirements:

The Work shall be carried out by the Contractor or Sub-Contractors that provided and installed the original systems, assemblies, components, and etc. unless otherwise approved in writing by the Owner and Architect, or the regulatory requirements mandate another source of service. In such instances **where the service company has to be other than the original installing Contractor**, the firm proposed by the Contractor shall be submitted to the Owner for approval. The Owner reserves the right to reject a proposed Service Provider if it is determined to be in the best interest of the Owner to do so, and a new provider shall be submitted to the Owner for consideration at no additional cost to the Owner. All service companies shall be licensed to perform services in the State of Rhode Island and be in good standing with any and all regulatory agency(s) governing their licenses and/or trade.

The relation of Service Provider shall be established by a service contract established by the Service Provider between the Contractor, the Service Provider, and the building end user (appropriate name and contacts will be provided to the Contractor) as applicable which clearly outlines services to be provided. Payments for services shall be made to the Service Provider by the Contractor.

The Service Provider shall make all arrangements for the scheduling and timing of any and all preventative, predictive, and scheduled maintenance service calls, testing, seasonal system closure and startup and other requirements through the Rhode Island Department of Behavioral Healthcare, Developmental Disabilities and Hospitals responsible for oversight (manager contact information will be submitted to the Contractor) and/or persons designated by the Owner. It shall be the responsibility of the Contractor through its Service Provider to assure that timely and on schedule maintenance takes place in accordance with all system requirements.

The following systems, as applicable to this project, shall be fully covered by programs that allow for legally prescribed testing, services, adjustments and etc. required to continue operations of the building system, in full compliance with any and all local, state, federal and miscellaneous requirements for continuous and uninterrupted building operations.

PREVENTATIVE, PREDICTIVE, SCHEDULED and REGULATORY
The following categories will require Service Contracts for those items provided per contract
Landscape maintenance as described in the allowance

13.19 Technical Expertise and Quality Expectations

The Contractor is herein advised that it is the Owner's intent to assure that all persons working on the project provide workmanship to the highest degree of all standards applicable in the industries in which they practice.

As such the Contractor is hereby notified that the selection of their project management teams, sub-contractors and their project management teams are fully compatible, properly trained and licensed and have a track record in performing work in strict accordance with the required degree of quality to assure a fully functional facility on opening day. It shall be noted that access to the building is limited and systems are critical and opportunity to perform corrective work is extremely limited and disruptive to the facilities operation.

13.20 INDOOR AIR QUALITY PROGRAM

It is the Owners goal on this project to be proactive in maintaining the environmental comfort of the facility for the workers, visitors, staff, and future occupants.

As it is a known fact, many short and long-term Indoor Air Quality (IAQ) issues with occupied buildings during construction work are a result of poor construction practices, the Contractor shall submit to the Owner and Architect an IAQ Management Plan prior to the start of construction. This plan shall address procedures and programs to be carried out during **ALL phases** of construction beginning on day one and continued through the punch list and final completion phases of Work including initial occupancy as required and anticipated in the Construction Milestone Schedule. All costs associated with the development of the IAQ Management Plan, implementing the plan, performing, and supervising the work necessary to meet the objective of the IAQ Management Plan, and services required to enforce and monitor the program shall be part of the Base Bid provided by the Contractor.

The following areas and procedures have been identified and shall be incorporated in the plan, in addition to those items that have been identified in throughout the technical sections of the agreement and those areas otherwise customarily established in an IAQ Management Plan for new, existing, and occupied construction through organizations such as but not limited to the Sheet Metal And Air Conditioning Contractors National Association (SMACNA), and the United States Environmental Protection Agency (EPA).

General Concerns during Construction and Post Partial Occupancy are illustrated below and shall be addressed as part of the Indoor Air Quality Program:

- Maintain overall cleanliness of the job site and frequent housekeeping in all areas to eliminate dust and other debris during the Work.
- Assure that all products (i.e. flashing, masonry, drywall, insulation, and etc.) are not installed prior to proper weather protection, and are fully protected from any sources of moisture throughout the entire construction process including receipt of the product.
- Promptly and thoroughly clean spills of materials that can be absorbed into the building substrate. Document areas, of such spills in the record drawings.
- Accelerate emissions of wet products by using high ventilation.
- Do not unnecessarily cut materials that create dust and other fine debris once the finish process has commenced in a specific area.
- Use dust recovery systems to minimize dust.
- No smoking shall be permitted on the project site.
- Properly dispose of food throughout the construction process at all times. Do not allow food or beverages to accumulate at any time and under no circumstances shall food and drink be permitted to be disposed of on the roof, in walls and other building cavities.
- Protect ducts from construction dust and debris. Keep ducts clean at all times.

- Establish a complete physical enclosure to any construction zone and or/ activity to protect any finished work when addressing punch lists and/or other corrective work.

- Seal all return ducts to insure that contaminants do not enter the HVAC system.

- Insure that exhausted contaminants do not re-enter the building through open windows or the air intake of the HVAC system.

13.21 Noise Control

- The Contractor shall provide methods, means, and facilities to minimize noise produced by the Construction operations.

- The Contractor shall abide by Capitol Hill noise ordinance.

- Work shall be permitted during normal business hours unless otherwise permitted at Capitol Hill ONLY, unless local ordinances or other regulations otherwise prohibit work during these hours. It is the Contractor's responsibility to ensure that it is working with in the hours permitted by the local and state laws and regulations. The Contractor is fully responsible for obtaining and paying all permits fees to work on weekends and holidays as may be required by local or state authorities and any fees associated with work outside the ordinances for weekday work.

- All requests to Work outside the delineated hours shall be submitted to the Architect in writing a minimum of one (1) calendar week (168 hours) in advance. The Architect and Owner reserves the right to reject such requests and rejection of request does not entitle the Contractor to an extension of Contract time and/or additional funds, unless those dates were clearly scheduled in the original Project Schedule.

Work required and/or directed outside the hours and conditions prescribed above to meet the scheduled project deadlines are subject to all the conditions prescribed within this section.

13.22 Dust Control

- The Contractor shall execute the Work by methods to minimize raising dust from construction operations on a continuous basis and provide effective dust control on a continuous and as needed basis as Work progresses. This is a critical requirement and shall be appropriately budgeted for as enforcement of this requirement is essential.

- The Contractor shall provide positive means to prevent significant amounts of air-borne dust from dispersing into the atmosphere.

- The Contractor shall fully comply with all applicable sections of the latest version of the Clean Air Act as enforced by the Environmental Protection Agency, The Rhode Island Department of Environmental Management, the Rhode Island Department of Health, OSHA, and any other agencies involved in its enforcement. Additionally the Contractor shall fully comply with rules, regulations, laws, and standards governed at the state and local level that are related to the Clean Air Act and/or are otherwise extensions of the enforcement of the Clean Air Act. These acts are considered to be part of this Contract as if written in full and attached herein. The Contractor is

responsible for and shall plan accordingly for any and all costs associated with the enforcement of these requirements.

13.23 Pest Control

The Contractor shall provide methods, means, and facilities to prevent pests and insects from entering any buildings in areas of construction.

13.24 Notice of Technology Use for Documents

Contractors are here-in notified that the Project Team utilizes E-Mail, and Software to process RFI's, Payment Requisitions, Submittals and other critical project documents. As such the Contractor shall be prepared to utilize these methods of posting various documents through E-Mail and utilizing software such as but not limited to Microsoft Office, Adobe Acrobat, and AutoDesk AutoCAD.

13.26 Not used

13.27 Testing

INSTRUCTIONS FOR TECHNICAL INSPECTIONS:

The Owner shall direct the Contractor as to the firm or firms to be used for testing in each of the categories identified in the schedule below. The Owner shall pay for these testing services. Scheduling and other arrangements for testing shall be arranged through the Contractor with the Written Approval of the Owners on Site Representative and/or Architect and costs for coordination and administration of testing shall be part of the Contractors Base Bid.

Costs associated with testing for areas of construction, overall monitoring and/or system installations that are **NOT** identified in the following schedule that require testing, certification and/or other forms of quality control including testing prescribed as part of product application procedures and confirmation, specialized systems testing, and additional quality control related to paint; grout; air quality testing; water quality testing, noise/acoustics; shall be carried as part of the Base Bid Cost by the Contractor as a Contractor Cost, **regardless of the specifications direction to carry the cost otherwise**.

The Following Testing Services will be paid for by the Owner as delineated in the schedule that follows the exceptions noted below:

- Retesting being performed as a result of the Contractors failure to properly perform or execute the original work.
- Retesting required due to failure of original test.
- Required retesting to reconfirm or otherwise determine course of action required for remediation of a system or assembly not meeting the specifications or other prescribed and/or required standard (s).
- Testing associated with the progress of rework as may be required to bring a system or systems into compliance with the applicable standards.
- Testing confirming that corrective action has been performed properly.

- Additional costs for testing premiums required due to the Contractors failure to properly schedule or otherwise have a system or assembly tested at the appropriate time.

IDENTIFIED TESTING CATEGORY
Paid for by the Owner

The Contractor shall note that while the Owner is paying for the following tests, that the Contractor and Contractors' Subcontractors are obligated under the Base Bid to provide all required documentation, and certifications required to support the Owner and Architect required as part of the Special Inspections Chapter 17 of the Rhode Island State Building Code (RISBC). These documents are required to achieve the Certificate of Occupancy for the Facility and the timeliness of the documents are critical and all the costs associated with the administration, scheduling and procurement of required documents to support the Owner and Architect are part of the Contractors Base Bid Cost. Additionally, this work effort includes providing the Contractors Statement of Responsibility as required by the RISBC.

- All Structural Tests and Special Inspections required of IBC Chapter 17
- All testing required of the Technical Specifications Division 01 through Division 32
- Concrete slabs foundations & footings
- Site concrete sidewalks, slabs and paving.
- Structural Steel
- Masonry Construction
- Compaction Testing below Footings, Slabs, Exterior sidewalks, slabs and bituminous paving

13.28 On Site Water Use

In preparing the cost of the Project the Contractor shall take notice that on site water (provided by Providence Water Supply) can be made available at a hydrant connection point approved by the Capitol Hill Property Manager. It is paramount that this water source be established with backflow prevention and not be allowed to run when not in use. The Contractor shall install a meter and a backflow preventer as new use points may potentially disturb the water supply and result in dis-coloration. In the event the system is not used as intended and/or otherwise abused, the Owner will terminate the service at the expense of the Contractor. The Contractor may also choose to provide water from an off-site source.

The Contractor shall make provisions to provide water to be used in all construction operations, including but not limited to masonry work, concrete, temporary fire protection, construction housekeeping operations including rinsing of vehicles and concrete trucks, all dust control, drinking water for construction team members, testing of systems and any and all other operations requiring water. All costs associated with providing and maintaining the required on-site and/or off-site water shall be included as part of the Base Bid Costs for the Project.

13.29 Field Reports/Actions

The Contractor acknowledges that action items outlined in field reports prepared by the Project Architect, Project Engineer and the Owner's Project Manager that call out or otherwise identify deficiencies in construction and/or other project requirements shall be corrected as noted. Field reports delineating issues shall be considered part of the project document path and if the Contractor disagrees with the noted reported deficiency, the Contractor shall promptly document such disagreement for review by the Architect and Owner and the Owner's Project Manager.

13.30 Loading

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

13.31 Working Conditions

The Contractor must confer with the Owner and coordinate the Work of the project so as to ensure visitor, staff, residents, and building occupants environmental comfort, and that the building's visitors, staff and occupant campus activities can continue during the 24 hour per day, seven day per week building operations, especially as required in sections 13.12, 13.20, 13.21, 13.22, 13.23. The Contractor must coordinate the Work in accordance with visitor, staff, resident, and occupant operations.

END OF SECTION 00 08 00

DOCUMENT 00 52 00

AGREEMENT FORM

AIA Document A101 Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum – 2007 Edition, and as amended, forms the basis of Contract between the Owner and Contractor, and is included, following this page, as an integral part of the Bid documents. Provisions that are not amended or supplemented remain in full force and effect.

END OF DOCUMENT

DRAFT AIA® Document A101™ – 2017 Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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

BETWEEN the Owner:
(Name, legal status, address, telephone and facsimile numbers, and website)

«State of Rhode Island, acting by and through the Department of Administration, Division of Purchases, on behalf of the User Agency»
«One Capitol Hill, Second Floor»
«Providence, Rhode Island 02908-5855»
«401.578.8100 (telephone); 401.574.8387 (facsimile)»
«www.ridop.ri.gov»

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

« »
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and the Contractor:
(Name, legal status, address, telephone and facsimile numbers, and website)

« »
« »
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« »
« »

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

« »
« »
« »

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

« »
« »

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User Notes: A101- 2017 template revision date 6/13/2019 (3B9ADA24)

« »
« »
« »

The Owner and Contractor agree as follows.

DRAFT

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TABLE OF ARTICLES

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2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General Conditions, Supplementary Conditions (if any), and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. No part of the Work shall be performed by Subcontractors without the Owner's prior written consent.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the later of: (i) the issuance of the Purchase Order by the Owner; and (ii) the date set forth in a notice to proceed issued by the User Agency.

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

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Portion of Work	Substantial Completion Date
« »	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
« »	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
« »		

§ 4.3 Allowances, if any, are specified in the Bid Proposal Form and are included in the Contract Sum.

§ 4.4 Unit prices, if any, are specified in the Bid Proposal Form and include all costs, including without limitation, labor, materials, services, regulatory compliance, overhead, and profit necessary for the completion of the Work. Unit prices shall be used for both additions to, and deletions from the Work.

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

«**.1** In the event that there is one date for Substantial Completion of the Work, the Contractor shall pay the Owner the sum stipulated in this Section 4.5.1 as liquidated damages, and not as a penalty, for each calendar day of delay until the Work is substantially complete: $_____.

.2 In the event that the Project is scheduled to be completed in phases, and there is more than one date for Substantial Completion of the Work, the Contractor shall pay the Owner an aggregate amount equal to the sums stipulated in this Section 4.5.2 as liquidated damages, and not as a penalty, for each calendar day of delay until the Work for each phase is substantially complete:

Phase	Liquidated Damages Sum

.3 The Owner and the Contractor have reasonably determined the sums set forth in this Section 4.5 to be a fair estimate of the Owner' actual damages which are difficult to ascertain in the event of delay.»

§ 4.6 Other:

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

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 The Owner shall make payment of the certified amount, less retainage, to the Contractor not later than the 30th working day following written approval by the Owner.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor and approved by the Design Agent and the Owner in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Design Agent and the Owner may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2007, General Conditions of the Contract for Construction as modified by the Owner, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Design Agent determines, in the Design Agent's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Design Agent has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2007 as modified by the Owner;
- **.3** For Work performed or defects discovered since the last payment application, any amount for which the Design Agent may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2007 as modified by the Owner; and
- **.4** Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: five (5%) percent.

§ 5.1.7.1.1 Deleted.

§ 5.1.7.2 Deleted.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

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The amount of five (5%) percent shall be retained by the Owner through the date of Substantial Completion of the Work and then after the date of Substantial Completion of the Work in accordance with R.I. Gen. Laws § 37-12-10.1.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2007 as modified by the Owner.

§ 5.1.9 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.10 Within 10 working days of receipt of any progress payment from the Owner, the Contractor must pay its Subcontractors the full amount included for each such Subcontractor within the Contractor's Application for Payment in accordance with the provisions of AIA A201 – 2007, General Conditions of the Contract for Construction as modified by the Owner.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, less the amount withheld pursuant to § 5.1.7.3, shall be made by the Owner to the Contractor when:

- **.1** the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2007 as modified by the Owner, and to satisfy other requirements, if any, which extend beyond final payment; and
- **.2** a final Certificate for Payment has been issued by the Design Agent and approved in writing by the Owner;
- **.3** the Contractor has submitted its final release and final releases from all of its Subcontractors and suppliers in a form acceptable to the Owner; and
- **4** the Contractor has submitted to the Owner all close-out documents, including without limitation, all as-built plans, warranties, manuals, and other materials set forth in the Contract Documents.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 working days after the issuance of the Design Agent's final Certificate for Payment and written approval by the Owner.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due in accordance with the provisions of "Prompt Payment by Department of Administration," R.I. Gen. Laws §§ 42-11.1-1 et seq.

§ 5.4 Owner's Rights

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

§ 5.5 Pursuant to R.I. Gen. Laws § 44-1-6, the Owner shall withhold payment from the Contractor if the Contractor does not maintain a regular place of business in Rhode Island in the amount of three (3%) percent of the Contract Sum until 30 calendar days after Final Completion and compliance by the Contractor with the requirements of such section. The three (3%) percent withheld pursuant to R.I. Gen. Laws § 44-1-6 is not considered retainage which is held pursuant to § 5.1.7.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

Claims shall be referred to the Initial Decision Maker for initial decision. The Purchasing Agent appointed pursuant to the provisions of the "State Purchases Act," R.I. Gen. Laws § 37-2-1 et seq., will serve as the Initial Decision Maker in accordance with the provisions of the State Purchases Act, State of Rhode Island Procurement Regulations, and this Section 6.1. An initial decision shall be required as a condition precedent to binding dispute resolution pursuant to Section 6.3 of any Claim arising prior to the date final payment is due.

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§ 6.2 Mediation

For any Claim not resolved by the Initial Decision Maker procedures set forth in Section 6.1, and prior to the implementation of the binding dispute resolution procedures set forth in Section 6.3, the Contractor shall have the option to pursue mediation, exercisable by written notice to the Owner within 30 calendar days of an Initial Decision. In the event of the exercise of such option by the Contractor, the Owner and the Contractor shall attempt to select a mediator, and in the event that the Owner and the Contractor cannot agree on a mediator, either party may apply in writing to the Presiding Justice of the Providence County Superior Court, with a copy to the other, with a request for the court to appoint a mediator, and the costs of the mediator shall be borne equally by both parties.

§ 6.3 Binding Dispute Resolution

For any Claim not resolved by the Initial Decision Maker procedures set forth in Section 6.1, or mediation at the option of the Contractor pursuant to Section 6.2, the method of binding dispute resolution shall be determined in accordance with the provisions of the "Public Works Arbitration Act," R.I. Gen. Laws §§ 37-16-1 et seq.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007, as modified by the Owner. The Contract may also be terminated by the Owner: (i) in the event of the unavailability of appropriated funds; (ii) in the absence of a determination of continued need; or (iii) as otherwise provided in the State of Rhode Island Procurement Regulations General Conditions of Purchase or other applicable law.

§ 7.1.1 Deleted.

§ 7.2 The Work may be suspended by the Owner as provided in: (i) the State of Rhode Island General Conditions of Purchase Regulation or other applicable law; or (ii) Article 14 of AIA Document A201–2007 as modified by the Owner.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to: (i) the AIA Document A201 – 2007 or other Contract Document as modified by the Owner; and (ii) that provision in the AIA Document A201 – 2007 as modified by the Owner or other Contract Document as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Representatives for the Owner

§ 8.2.1 The Owner's representative:
(Name, title, address, email address, and other information for the preferred methods of contact)

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§ 8.2.2 The User Agency's representative:
(Name, title, address, email address, and other information for the preferred methods of contact)

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§ 8.2.3 The Design Agent's representative:
(Name, title, address, email address, and other information for the preferred methods of contact)

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§ 8.3 The Contractor's representative:
(Name, title, address, email address, and other information for the preferred methods of contact)

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§ 8.4 Neither the Owner's nor the Contractor's representative nor the Design Agent's representative shall be changed without 10 working days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in the Solicitation and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Solicitation and elsewhere in the Contract Documents.

§ 8.6 Deleted.

§ 8.7 Other provisions:
§ 8.7.1 The Contractor represents and warrants to the Owner, in addition to any other representations and warranties of the Contractor elsewhere in the Contract Documents:

.1 The Contractor and its Subcontractors are each financially solvent, able to pay their debts as they mature, and possess sufficient working capital to perform their obligations under the Contract Documents.
.2 The Contractor and its Subcontractors are each able to furnish the tools, materials, equipment, and labor required to complete the Project as required under the Contract Documents.
.3 The Contractor and each Subcontractor are authorized to do business in the State of Rhode Island and are properly licensed by all necessary governmental authorities having jurisdiction over them and over the Work and the Project.
.4 The execution of this Agreement and its performance is within its duly authorized powers.
.5 The Contractor has visited the site of the Project, familiarized itself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents.
.6 The Contractor possesses the requisite level of experience and expertise in the business administration, construction, and superintendence of projects of the size, complexity, and nature of the Project, and it will perform the Work with the care, skill, and diligence of a contractor possessing such experience and expertise.

§ 8.7.2 The representations and warranties of the Contractor in this Section 8.7 and elsewhere in the Contract Documents will survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work.

§ 8.7.3 Any Change Orders or other Modifications must be approved in writing by the Owner.

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§ 8.7.4 The Owner is the State of Rhode Island, acting by and through its Department of Administration, Division of Purchases, and therefore, pursuant to the provisions of R.I. Gen. Laws § 34-28-31, mechanics liens may not be placed against the Project.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as modified by the Owner

.2 **Deleted.**

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

.4 **Deleted.**

.5 Drawings

The Drawings are included in the Solicitation and are available on the Division of Purchases website at www.ridop.ri.gov.

.6 Specifications

The Specifications are included in the Solicitation and are available on the Division of Purchases website at www.ridop.ri.gov.

.7 Addenda, if any, issued pursuant to the Solicitation form a part of the Solicitation and are available on the Division of Purchases website at www.ridop.ri.gov.

.8 Supplementary and other Conditions of the Contract, including without limitation, the State of Rhode Island General Conditions of Purchase Regulation.

.9 Other documents listed below:

.1 The Solicitation, issued by the Owner, including without limitation, the Invitation to Bid, the Instructions to Bidders, the Specifications and Drawings, any Addenda, and the Bid Checklist.

.2 The Bid Proposal, including without limitation, the Bid Form and the Bidder Certification Cover Form.

.3 The Purchase Order issued by the Owner.

§ 9.2 This Agreement and the Contract Documents are subject to, and governed by, the laws of the State of Rhode Island, including all procurement statutes and regulations (available at www.ridop.ri.gov), and applicable federal and local law, all of which are fully incorporated into this Agreement by this reference.

§ 9.3 In the event of any conflict between or among the Contract Documents, or any Contract Documents and any provision of the State of Rhode Island Procurement Regulations and/or any other provision of the Rhode Island General Laws, the State of Rhode Island Procurement Regulations and the Rhode Island General Laws shall control.

ARTICLE 10 BENEFITS OF AGREEMENT

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

§ 10.2 This Agreement shall be binding on the Contractor and its successors and assigns; provided, however, that the Contractor may not assign its rights nor delegate its responsibilities under this Agreement without the Owner's prior written consent.

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User Notes: (3B9ADA24)

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

«**THE STATE OF RHODE ISLAND, acting by and through its Department of Administration, Division of Purchases**»	« »
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

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DOCUMENT 00 70 00

GENERAL CONDITIONS

AIA Document A201, General Conditions of the Contract for Construction – 2007 Edition, is included, following this page, as an integral part of the Bidding and Contract Documents. Provisions that are not amended or supplemented remain in full force and effect.

DRAFT

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

« »
« »

THE OWNER:
(Name, legal status and address)

The State of Rhode Island, acting by and through the Department of Administration
Division of Purchases, on behalf of the User Agency
One Capitol Hill, Second Floor
Providence, Rhode Island 02908-5855
(401) 574-8100 (telephone)
(401 574-8387 (facsimile)
www.ridop.ri.gov

THE USER AGENCY

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

»« »
« »

THE Design Agent:
(Name, legal status, address, telephone and facsimile numbers, and web address)

« »« »
« »

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

TABLE OF ARTICLES

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7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

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12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

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

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

§ 2.1.2 Deleted.

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§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
§ 2.2.1 Deleted.

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

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

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

§ 2.2.5 Deleted.

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

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

ARTICLE 3 CONTRACTOR
§ 3.1 GENERAL
§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR
§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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

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

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

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

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

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

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

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

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

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Design Agent the name and qualifications of a proposed superintendent. The Design Agent may reply within 14 working days to the Contractor in writing stating (1) whether the Owner or the Design Agent has reasonable objection

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to the proposed superintendent or (2) that the Design Agent requires additional time to review. Failure of the Design Agent to reply within the 14 working-day period shall constitute notice of no reasonable objection.

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Design Agent Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Owner and the Design Agent or, in the absence of an approved

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submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

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

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

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

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

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

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

§ 3.13 USE OF SITE

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

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§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

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

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

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

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

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

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

ARTICLE 4 DESIGN AGENT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

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

§ 4.2.7 The Design Agent will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Design Agent's action will be taken in accordance with the submittal schedule approved by the Design Agent or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Design Agent's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Design Agent's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Design Agent's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Design Agent, of any construction means, methods, techniques, sequences or procedures. The Design Agent's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Design Agent will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Design Agent will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Design Agent will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

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

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

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

§ 4.2.13 The Design Agent's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents and approved by the Owner.

§ 4.2.14 The Design Agent will review and respond to requests for information about the Contract Documents. The Design Agent's response to such requests will be made in writing within any time limits agreed upon or otherwise with

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reasonable promptness. If appropriate, the Design Agent will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and the Design Agent the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each portion of the Work. The Owner may reply within 14 working days to the Contractor in writing stating (1) whether the Owner or the Design Agent has reasonable objection to any such proposed person or entity or (2) that the Owner or Design Agent requires additional time for review.

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

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

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

§ 5.2.5 MANUFACTURERS AND FABRICATORS

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

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

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

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

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§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

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§ 6.2 MUTUAL RESPONSIBILITY

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

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

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

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

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§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

§ 7.3.4 Deleted.

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

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

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

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

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

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

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

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

§ 8.1.4 Deleted.

§ 8.2 PROGRESS AND COMPLETION

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

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

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Design Agent, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other

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causes beyond the Contractor's control, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least 10 working days before the date established for each progress payment, the Contractor shall submit to the Design Agent and the Owner for approval an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or the Design Agent may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

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

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

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

§ 9.3.1.4 Until Substantial Completion, the Owner shall pay ninety-five (95%) percent of the amount due the Contract on account of progress payments.

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The Contractor shall immediately satisfy any lien, claim, or encumbrance against the site where the Project is located and indemnify the Owner from and against all resulting costs and expenses, including without limitation, attorneys' fees.

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§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Design Agent will, within 7 working days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Design Agent determines is properly due, or notify the Contractor and Owner in writing of the Design Agent's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Design Agent to the Owner, based on the Design Agent's evaluation of the Work and the data comprising the Application for Payment, that, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Design Agent. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Design Agent has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.4.3 The Contractor must submit all product literature, material and color samples with each Application for Payment, or as otherwise required by the Owner.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Design Agent will withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Design Agent's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Design Agent is unable to certify payment in the amount of the Application, the Design Agent will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Design Agent cannot agree on a revised amount, the Design Agent will promptly issue a Certificate for Payment for the amount for which the Design Agent is able to make such representations to the Owner. The Design Agent may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Design Agent's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of:

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a separate contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- **.7** failure to carry out the Work in accordance with the Contract Documents; or
- **.8** any other failure to comply with the obligations of the Contractor under the Contract Documents.

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

§ 9.5.3 The Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Design Agent and the Design Agent will reflect such payment on the next Certificate for Payment.

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§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Design Agent has issued a Certificate for Payment and the Owner has approved the Certificate for Payment in writing, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Design Agent.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than 10 working days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within 7 working days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. The Owner shall have the right to withhold payment(s) to the Contractor in the event that any Subcontractors or material and equipment suppliers have not been properly paid. Neither the Owner nor Design Agent shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Design Agent does not issue a Certificate for Payment, through no fault of the Contractor, within 7 working days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within 7 working days after the date established in the Contract Documents the amount certified by the Design Agent or awarded by binding dispute resolution, then the Contractor may, upon 7 additional working days' written notice to the Owner and Design Agent, make a claim for payment as provided under the provisions of applicable law.

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§ 9.8 SUBSTANTIAL COMPLETION

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

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Design Agent a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Design Agent will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Design Agent's inspection discloses any item, whether or

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not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Design Agent. In such case, the Contractor shall then submit a request for another inspection by the Design Agent to determine Substantial Completion. The Design Agent will perform no more than 2 inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Design Agent for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Design Agent will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment less the amount of five (5%) percent to be retained by the Owner in accordance with R.I. Gen. Laws § 37-12-10.1. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Design Agent as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Design Agent.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

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

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

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

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** claims permitted under the State of Rhode Island General Conditions of Purchase Regulation.

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

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.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

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

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

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

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

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

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

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

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or

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

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

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

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

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

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

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

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

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

§ 11.2 OWNER'S LIABILITY INSURANCE.

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

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

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§ 11.3 PROPERTY INSURANCE

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

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

§ 11.3.1.2 Deleted.

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

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

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

§ 11.3.2 Deleted.

§ 11.3.3 Deleted.

§ 11.3.4 Deleted.

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

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

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

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

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

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

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK
§ 12.1 UNCOVERING OF WORK
§ 12.1.1 If a portion of the Work is covered contrary to the Design Agent's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Design Agent, be uncovered for the Design Agent's examination and be replaced at the Contractor's expense without change in the Contract Time.

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

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§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Design Agent or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Design Agent's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Final Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time after receipt of notice from the Owner or Design Agent, the Owner may correct it in accordance with Section 2.4.

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

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

§ 12.2.2.4 Upon request by the Owner and prior to the expiration of one year from the date of Final Completion, the Design Agent will conduct and the Contractor shall attend 2 meetings with the Owner to review the facility operations and performance.

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

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

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party

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attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

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

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

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

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

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

§ 14.1.2 Deleted.

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

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

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

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

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

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:
.1 cease operations as directed by the Owner in the notice;
.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

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

§ 15.1.2 NOTICE OF CLAIMS

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

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

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

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

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

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

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

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

§ 15.2 INITIAL DECISION
§ 15.2.1 Claims shall be referred to the Initial Decision Maker for initial decision. The Purchasing Agent appointed pursuant to the provisions of the "State Purchases Act," R.I. Gen. Laws § 37-2-1 et seq., will serve as the Initial Decision Maker in accordance with the provisions of the State Purchases Act, State of Rhode Island Procurement Regulations, and this Section 15.2.1. An initial decision shall be required as a condition precedent to binding dispute resolution pursuant to Section 15.3.1 of any Claim arising prior to the date final payment is due.

§ 15.2.2 Deleted.

§ 15.2.3 Deleted.

§ 15.2.4 Deleted.

§ 15.2.5 Deleted.

§ 15.2.6 Deleted.

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§ 15.2.6.1 Deleted.

§ 15.2.7 Deleted.

§ 15.2.8 Deleted.

§ 15.3 MEDIATION

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

§ 15.3.2 Deleted.

§ 15.3.3 Deleted.

§ 15.4 BINDING DISPUTE RESOLUTION

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

§ 15.4.4 Deleted.

§ 15.4.4.1 Deleted.

§ 15.4.4.2 Deleted.

§ 15.4.4.3 Deleted.

§ 16 COMPLIANCE WITH APPLICABLE LAW

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

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SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

The following supplements further modify the Modified AIA Document A201, General Conditions of the Contract for Construction, 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.

PART 2 – ARTICLES

ARTICLE 7. CHANGES IN THE WORK

Add the following Paragraph 7.3.11 to Article 7

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

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

.2 For the Contractor, for Work performed by the Contractor's Subcontractors, 5 percent of the amount due the Subcontractors.

.3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces,10 percent of the cost.

.4 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 shall a change involving over $50.00 be approved without such itemization. In no case shall the combined overhead and profit be more than 10 percent plus five percent.

ARTICLE 12. UNCOVERING AND CORRECTION OF WORK

Revise 12.2.2.1 through 12.2.2.4 and elsewhere in the Construction Documents to require no less than a 2-year warranty period throughout the Work in accordance with 13.18 Special Warranties, Warranty Response Time, Service Contracts herein.

ARTICLE 13. MISCELLANEOUS PROVISIONS

Add the following Paragraph 13.10 to Article 13

13.10 Equal Opportunity

13.10.1 **The Contractor shall maintain policies of employment as follows:**

13.10.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual preference or

national origins. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, sexual preference, or national origin.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor

agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

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

13.10.1.3 The Contractor shall be a signatory to the requirements of the Rhode Island Equal Employment Office.

The Contractor must provide to the Owner the approved records that the Contractor, all subcontractors and their associates and individual that visit the project site, have passed a (State) Rhode Island Bureau of Criminal Identification (BCI) check before entry onto the site.

Add the following Paragraph 13.11 to Article 13:

13.11 **Prevailing Wage Scales on Public Works Projects**

13.11.1 Prevailing Wages shall be paid in accordance with Chapter 37-13 et seq. of the General Laws of Rhode Island, as amended and in accordance with the Rules and Regulations of the Department of Labor. Violators are subject to and responsible for all penalties, fines, and adjustments in wage and benefit payments as prescribed in Chapter 37-13 of the Rhode Island General Laws entitled "Labor and Payment of Debts by Contractors." This law shall be considered incorporated herein as if attached and written in full. Specific attention is called to Chapter 37-13-8 regarding the requirement that that "*each contractor awarded a public works contract after July 1, 2007 shall contact the department of labor and training on or before July first of each year, for the duration of such contract to ascertain the prevailing wage rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done each year and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee every July first*."

13.11.2The wage rates as ascertained by the Department of Labor shall apply. Information concerning wage rates prevailing in the construction industry in Rhode Island may be obtained from the Office of the State Department of Labor, 1511 Pontiac Avenue, Cranston, Rhode Island and are also available by accessing the following web site, http://www.purchasing.ri.gov. Under no condition shall the wages paid, be less than those designated in the general classification and the base bids shall be prepared taking into consideration the requirement for the annual adjustments.

13.11.3 The Contractor shall meet all the requirements prescribed by the State Labor Laws and regulation, issued by the Rhode Island Department of Labor, pertaining to Public Works Projects

General Laws of Rhode Island. The laws are hereby made part of this Project as if attached and written in full. These laws include, but are not limited to:

1. Weekly payment of employees;
2. Provisions applicable to Public Works Contracts;
3. Payment of Prevailing Wages;
4. Posting of Prevailing Wage Rates and;
5. Overtime Compensation

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

13.12 **SHUTDOWNS**

While every effort should be made to minimize disruptions to communications, data, mechanical and/or electrical shutdowns affecting the existing operations and facilities at the Work Site and on campus with the work, the following criteria has been established in the event shutdowns are required to carry out the work scope of the project and/or in the event of emergency conditions.

The Contractor shall make provisions to assure that closure and/or disruption to roadways, driveways, sidewalks and other site access is minimized and scheduled well in advance if partial closure is required. Partial closure will be requested in writing by the Contractor and approved in writing by the Owner. At no time shall site access be permitted to be fully closed. The Contractor shall ensure that traffic flow is maximized during peak hours of operation at the facility and at roadways affecting not only access to the site but the community as well. When traffic on these roadways is disrupted, the Contractor shall provide Police protection to assure public safety and movement of traffic as part of the base bid costs.

Additionally, these conditions shall be used in regards to dealing with Public Ways such as streets and sidewalks and adjacent businesses as they may be affected by the project. It is the Contractors responsibility to provide and pay for all permits, temporary facilities, police protection, and details required to carry out the project scope. A detailed accounting and plan of the work to be performed during the shutdown shall be provided that includes the reason and duration of the shutdown, and any operations that will be affected by the shutdown. Plans shall be prepared by the Contractor and submitted to the Architect and Owner for review and then submitted to the appropriate authorities such as but not limited to State, State and Local Police, State and Local Public Works, Local Fire Departments and other agencies having jurisdiction.

Furthermore the Contractor shall work with the Owner in maintaining the integrity of all systems at the John O. Pastore Center because the campus is open and occupied 24 hours a day, seven days a week. The Contractor must coordinate and minimize any and all shutdowns of building systems as follows:

1. Ensure that the Owner is provided with proper notice when making shutdowns and pay any fees as may be required and make any accommodations necessary to maintain operations and employee and resident comfort.

2. Ensure that building and Pastore Center operations can continue in a secure manner and employee and resident comfort is maintained 24 hours a day, seven days a week.

The Contractor shall clearly define through the submittal process (before an exposure to disruptions in services can be triggered) complete and comprehensive protocols and procedures which will establish the notification procedure and specific details for permanent and/or temporary conditions to be implemented by the Contractor and accommodations for building operations and employee comfort. The submittals shall be provided to the Owner and Architect for the Owner's approval and at minimum defines a procedure for the following:

1- Pre-notification Scheduled shutdowns (a minimum of not less than seven (7) calendar days notification for disruptions and shut downs to issues such as but not limited to the following:

Power
Data
Communications
Mechanical Systems
Fire Protection
Emergency Egress as may be required
Water
Roadways
Driveways
Parking
Employee and Public Entrances and Egress
Building Spaces

All costs associated with these activities and accommodations for maintaining building operations and employee comfort are considered part of the Base Bid and Base Project Schedule.
The protocol submitted to the Owner and Architect shall establish the Contractor's written notification procedure and the Contractor's plans on making either permanent work around solutions and/or temporary solutions to assure that the facility and/or facilities continue with productive and a safe business operation as usual, unless otherwise approved in writing by the Owner.

It is understood that certain circumstances and conditions sometimes require disruptions and shut downs that were planned for, however may not have had the precise timing pre-planned, schedule acceleration has impacted the timing, extraordinary circumstances dictate that the work be performed out of sequence to allow the Project to continue. These disruptions/ shut downs shall be permitted with proper notification and in accordance the protocols established by the Contractor as approved by the Owner provided notification is provided within seven (7) days of the scheduled work and as long as accommodations are provided for continued building operations and maintaining employee comfort. All costs associated with these activities are considered part of the Base Bid and Base Project Schedule. Illustrative examples such as but not limited to are.

Power
Data
Communications
Mechanical Systems
Fire Protection
Emergency Egress as may be required

Water
Roadways
Driveways
Parking
Employee and Public Entrances and Egress
Building Spaces

The Owner reserves the right to reject and/or request modification to these disruptions/ shut down requests, if it is determined that the request cannot be carried out in a manner that protects the interest of the Owner. In the event the request is rejected and/or otherwise modified the Contractor shall not be compensated for additional costs and/ or provided additional time for the Project provided the modification and timing is for just cause.

2- A protocol for Emergency and/or Accidental Shutdowns that require an Immediate Response Action shall be established for the Project.

The Contractor shall clearly provide details as to how they intent to minimize and/or otherwise correct or make alternate provisions to minimize the impact of the disruption to the Owner for issues pertaining to items such as but not limited to.

Power Data Communications

Mechanical Systems Fire Protection
Emergency Egress as may be required
Water Roadways Driveways Parking

Employee and Public Entrances and Egress Building Spaces

The costs for Emergency and/or Accidental disruptions and/or shut downs shall be the Contractors.

3- The Contractor acknowledges that any and all cost borne by the Owner and Architect due to shutdowns of systems due to poor planning by the Contractor shall be paid for by the Contractor and shall be appropriately deducted by a deductive change order affecting the next payment requisition.

Additionally, the Contractor shall not be eligible for time extensions due to rejection of a shutdown, rejected for failure to comply with this section or due to poor planning by the Contractor.

6- Perform any duties required by Owner when making a shut down.

7- Provide appropriate fire watch during shutdowns which may affect fire alarm and or sprinklers system operations.

8- Duration of shutdowns shall be kept to a minimum.

9- All systems shall be returned to normal operating conditions at end of work day, unless otherwise

planned and provided for and approved by the Owner in writing.

13.13 **ZERO PUNCH LIST ITEM OBJECTIVES**

The Contractor shall promptly correct conditions pointed out as being deficient at the time of the discovery and notification of such conditions and shall not defer the correction of work to the punch list or close-out phases of the project. Upon notification of deficient Work the Contractor shall take action to correct the existing Work and not continue with new/additional Work in the manner that has been identified as being deficient. Deviation from this project approach shall be grounds for a Stop Work Order on the Project and the Owner and Architect will not be responsible for delays and/or additional costs due to the Stop Work Order.

All punch list and deficient work shall be performed by workmen skilled in the trade of the item damaged or improperly installed and in no cases shall repair work be performed by anyone other than the original installing Contractor without the written approval of the Owner and/or Architect, unless said Contractor is determined incompetent to continue such work at which time the Contractor will submit an alternative Contractor to the Owner in writing for approval at no additional costs to the Owner.

13.14 **ADDITIONAL CONTRACT DOCUMENTS**

Additional Consultant Reports included are to be considered part of the Contract Documents as Reference Materials. Consultant reports are complementary. They are as follows:

- None other than those included in the Drawings and Project Manual

13.15 **Quantity of Drawings and Specifications due the Contractor**

The Owner shall furnish to the Contractor one (1) electronic file which includes drawings in CAD format for the purposes of producing As Built Documents.

13.16 **Energy Rebates**

When dealing with the utilities and other vendors in which the Owner is eligible for Energy Rebates or other forms of rebates, credits, discounts and etc., the Contractor shall ensure that information for all applications is provided so that rebate checks, credits and or/other forms of reimbursement can be paid directly to the Owner with no exception unless otherwise noted and/or approved in writing.

13.17 **Liquidated Damages**

Damages are defined and delineated in the Bid Form

Add the following Paragraph 13.18 to Article 13

13.18 **Special Warranties, Warranty Response Time, Service Contracts**

The Contractor shall provide and pay for all the requirements outlined in this section (13.18) as part of

the Project Base Bid.

Service Contracts will be captured in the Project Schedule of Values. The costs associated with the Service Contract Work will not be subject to Retainage and will be billed quarterly for the duration of the Service Contract period, unless otherwise approved in writing by the Owner.

Warranty Provisions:

As prescribed in Paragraph 12.2.2.1 of AIA Document A201- 2007 as amended by the Contract Agreement the Contractor shall provide a minimum of a **two (2) year** warranty period on all systems, repairs, materials and workmanship incorporated in the project. Systems, repairs, materials and workmanship that has been prescribed as having warranties for periods greater than **two (2) years** by the individual specification sections shall be carried at the warranty period prescribed by that individual reference provided a minimum of **two (2) years** are provided in all aspects of the warranty/guarantee provisions.

Additionally, as prescribed in 12.2.2.2 of AIA Document A201-2007 as amended by the Contract Agreement, the **two (2) year** period for correction of work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of Work[1].

Furthermore as provided in 12.2.2.3 of AIA Document A201-2007 as amended by the Contract Agreement states upon completion of any Work under or pursuant to Paragraph 12.2 that **the two (2) year** correction period in connection with the Work requiring correction shall be renewed and recommence. The obligations under Paragraph 12.2 shall cover any repairs and replacement to any part of the Work or other property that is damaged by the defective Work and Work impacted by such corrective action.

The Contractor is hereby notified that no warranty period of less than **two (2) years** is acceptable on the project and any and all contradictions to this **two (2) year** period in the individual specification sections shall be considered edited to read **two (2) years** in the event those specification sections

indicate otherwise with the exception of those items that provide warranty/guarantee periods that are prescribed for a period of greater than **two (2) years**. Those periods shall remain for the period that has been prescribed, as greater than **two (2) years** as published and established in the Contract Documents.

[1] Punch List Completion and Acceptance

Response Time Pertaining to Warranty Work:

The Contractor shall be prepared to respond to various warranty claims in accordance with the following Schedule.

Schedule One, One Hour Response*:

The Contractor will respond to the Owner's request for service and have **qualified personnel on site** for:

- Significant[2] roof, wall, window and other building envelope system leaks (weather or non- weather related),
- Blockage of drainage systems
- Water infiltration resulting in total or partial failure of heating, cooling, and/or ventilation systems,
- Water infiltration resulting in total or partial loss of electrical power not related to service provider,
- Water infiltration resulting in partial or total loss of security systems, including but not limited to video surveillance, scanners, locking and arming of security systems and building locking,
- Water infiltration resulting in partial or total loss of data and telecommunications not related to service provider,
- Or, water infiltration resulting in any other failure of systems that could potentially cause significant damage to property and/or person.

Within One (1) Hour [twenty four hours a day seven days a week three hundred sixty five days or three hundred sixty six days a year, (24x7x365, 366)] of initial attempt to notify the Contractor, or applicable assigned/approved Subcontractor or Designee of the Contractor of the emergency condition.

Failure to respond within this prescribed period allows the Owner to obtain services by others to stabilize and/or correct the failed system to protect the building, equipment, and/or occupants. Should correction by others be necessary due to the failure of the Contractor to respond in accordance with the time prescribed herein, the Owner reserves the right to charge the Contractor for all services rendered to correct the condition including but not limited to direct fees, administrative fees and Work associated with cleanup and disposal of damaged materials. Work performed by others does not cancel or render applicable existing and/or extended warranties by the Contractor null and void as this work has been performed by others as the Contractor failed to respond to the warranty claim in accordance with the appropriate times prescribed herein.

Telephonic Communication will be the prime means of notification followed by written communication.

The "Initial Attempt to Notify the Contractor" for a response action to Warranty Claims shall be defined as the initial call placed to the Contractors Legal Place of Business, messages left with answering services, answering machines, electronic voice mail systems, messages with staff

answering call at the place of business, messages with secretaries, calls placed to pagers, mobile phones and etc. E- Mails shall not be considered appropriate notification.

Schedule Two. Four Hour Response:

The Contractor will respond to and have **qualified personnel on site** for:

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[2] "Significant" is defined as "Causing or Creating Damage and/or Danger to any of the Building Systems, Finishes, and/or Occupants

- Minor, roof, wall, window and other envelope areas of the Work or caused by the Work

(weather or non-weather related),

- Minor blockage of drainage systems and mechanical system leaks in the Work or caused by the Work.

Within Four (4) Hours [twenty four hours a day seven days a week three hundred sixty five days or three hundred sixty six days a year, (24x7x365, 366)] of initial attempt to notify the Contractor, or applicable assigned/approved Subcontractor or Designee of the Contractor of the emergency condition.

Failure to respond within this prescribed period allows the Owner to obtain services by others to stabilize and/or correct the failed system to protect the building, equipment, and/or occupants. Should correction by others be necessary due to the failure of the Contractor to respond in accordance with the time prescribed herein, the Owner reserves the right to charge the Contractor for all services rendered to correct the condition including but not limited to direct fees, administrative fees and Work associated with cleanup and disposal of damaged materials. Work performed by others does not cancel or render applicable existing and/or extended warranties by the Contractor null and void as this work has been performed by others as the Contractor failed to respond to the warranty claim in accordance with the appropriate times prescribed herein.

Telephonic Communication will be the prime means of notification followed by written communication.

The "Initial Attempt to Notify the Contractor" for a response action to Warranty Claims shall be defined as the initial call placed to the Contractors Legal Place of Business, messages left with answering services, answering machines, electronic voice mail systems, messages with staff answering call at the place of business, messages with secretaries, calls placed to pagers, mobile phones and etc. E- Mails shall not be considered appropriate notification.

Schedule Three, Twenty Four Hour Response:

The Contractor will respond to and have **qualified personnel on site** for:

ALL OTHER EMERGENCY TYPE CLAIMS that present safety issues, discomfort, and/or otherwise affects the well-being of the building occupants within Twenty Four (24) hours [twenty four hours a day seven days a week three hundred sixty five days or three hundred sixty six days a year, (24x7x365,366)] of initial attempt to notify the Contractor of the building condition.

Failure to respond within this prescribed period allows the Owner to obtain services by others to stabilize and/or correct the failed system to protect the building, equipment, and/or occupants. Should correction by others be necessary due to the failure of the Contractor to respond in accordance with the time prescribed herein, the Owner reserves the right to charge the Contractor for all services rendered to correct the condition including but not limited to direct fees,

administrative fees and Work associated with cleanup and disposal of damaged materials. Work performed by others does not cancel or render applicable existing and/or extended warranties by the Contractor null and void as this work has been performed by others as the Contractor failed to respond to the warranty claim in accordance with the appropriate times prescribed herein.

Telephonic Communication will be the prime means of notification followed by written communication.

The "Initial Attempt to Notify the Contractor" for a response action to Warranty Claims shall be defined as the initial call placed to the Contractors Legal Place of Business, messages left with answering services, answering machines, electronic voice mail systems, messages with staff answering call at the place of business, messages with secretaries, calls placed to pagers, mobile phones and etc. E- Mails shall not be considered appropriate notification.

Schedule Four, Ten Day Response:

The Contractor will respond to and have **qualified personnel on site** for:

GENERAL WARRANTY CLAIMS within Ten calendar (10) days of the initial attempt to notify the Contractor of the need for action.

Failure to respond within this prescribed period allows the Owner to obtain services by others to stabilize and/or correct the failed system to protect the building, equipment, and/or occupants. Should correction by others be necessary due to the failure of the Contractor to respond in accordance with the time prescribed herein, the Owner reserves the right to charge the Contractor for all services rendered to correct the condition including but not limited to direct fees, administrative fees and Work associated with cleanup and disposal of damaged materials. Work performed by others does not cancel or render applicable existing and/or extended warranties by the Contractor null and void as this work has been performed by others as the Contractor failed to respond to the warranty claim in accordance with the appropriate times prescribed herein.

Telephonic Communication will be the prime means of notification followed by written communication.

The "Initial Attempt to Notify the Contractor" for a response action to Warranty Claims shall be defined as the initial call placed to the Contractors Legal Place of Business, messages left with answering services, answering machines, electronic voice mail systems, messages with staff answering call at the place of business, messages with secretaries, calls placed to pagers, mobile phones and etc. E- Mails shall not be considered appropriate notification.

Service, and Mandatory Contract Requirements:

The Work shall be carried out by the Contractor or Sub-Contractors that provided and installed the original systems, assemblies, components, and etc. unless otherwise approved in writing by the Owner and Architect, or the regulatory requirements mandate another source of service. In such instances where the service company has to be other than the original installing Contractor, the firm proposed by the Contractor shall be submitted to the Owner for approval. The Owner reserves the right to reject a proposed Service Provider if it is determined to be in the best interest of the Owner to do so, and a new

provider shall be submitted to the Owner for consideration at no additional cost to the Owner. All service companies shall be licensed to perform services in the State of Rhode Island and be in good standing with any and all regulatory agency(s) governing their licenses and/or trade.

The relation of Service Provider shall be established by a service contract established by the Service Provider between the Contractor, the Service Provider, and the building end user (appropriate name

and contacts will be provided to the Contractor) as applicable which clearly outlines services to be provided. Payments for services shall be made to the Service Provider by the Contractor.

The Service Provider shall make all arrangements for the scheduling and timing of any and all preventative, predictive, and scheduled maintenance service calls, testing, seasonal system closure and startup and other requirements through the Rhode Island Office of Attorney General Manager responsible for oversight (Manager contact information will be submitted to the Contractor) and/or persons designated by the Owner. It shall be the responsibility of the Contractor through its Service Provider to assure that timely and on schedule maintenance takes place in accordance with all system requirements.

The following systems, as applicable to this project, shall be fully covered by programs that allow for legally prescribed testing, services, adjustments and etc. required to continue operations of the building system, in full compliance with any and all local, state, federal and miscellaneous requirements for continuous and uninterrupted building operations.

PREVENTATIVE, PREDICTIVE, SCHEDULED and REGULATORY
The following is a list of categories including, but not limited to all items that will require
Roof System as Defined in the Roofing Specifications
Solar System as Defined in the Solar Specifications
Servers Extended Maintenance Agreement as Defined in the Electrical Specifications

13.19 **Technical Expertise and Quality Expectations**

The Contractor is herein advised that it is the Owner's intent to assure that all persons working on the project provide workmanship to the highest degree of all standards applicable in the industries in which they practice.

As such the Contractor is hereby notified that the selection of their project management teams, sub-contractors and their project management teams are fully compatible, properly trained and licensed and have a track record in performing work in strict accordance with the required degree of quality to assure a fully functional facility on opening day. It shall be noted that access to the building is limited and systems are critical and opportunity to perform corrective work is extremely limited and disruptive to the facilities operation.

13.20 **INDOOR AIR QUALITY PROGRAM**

It is the Owners goal on this project to be proactive in maintaining the environmental comfort of the facility for the workers, visitors, staff and future occupants.

As it is a known fact, many short and long-term Indoor Air Quality (IAQ) issues with buildings during construction work are a result of poor construction practices, the Contractor shall submit to the

Owner and Architect an IAQ Management Plan prior to the start of construction. This plan shall address procedures and programs to be carried out during **ALL phases** of construction beginning on day one and continued through the punch list and final completion phases of Work including initial occupancy as required and anticipated in the Construction Milestone Schedule. All costs associated with the development of the IAQ Management Plan, implementing the plan, performing, and supervising the work necessary to meet the objective of the IAQ Management Plan, and services required to enforce and monitor the program shall be part of the Base Bid provided by the Contractor. The Indoor Air Quality Management plan is outlined in Section 00 35 46.

The following areas and procedures have been identified and shall be incorporated in the plan, in addition to those items that have been identified in specification section 018120, throughout the technical sections of the agreement and those areas otherwise customarily established in an IAQ Management Plan for new, existing, and occupied construction through organizations such as but not limited to the Sheet Metal And Air Conditioning Contractors National Association (SMACNA), and the United States Environmental Protection Agency (EPA).

General Concerns during Construction and Post Partial Occupancy are illustrated below and shall be addressed as part of the Indoor Air Quality Program:

- Maintain overall cleanliness of the job site and frequent housekeeping in all areas to eliminate dust and other debris during the Work.
- Assure that all products (i.e. flashing, masonry, drywall, insulation, and etc.) are not installed prior to proper weather protection, and are fully protected from any sources of moisture throughout the entire construction process including receipt of the product.
- Promptly and thoroughly clean spills of materials that can be absorbed into the building substrate. Document areas, of such spills in the record drawings.
- Accelerate emissions of wet products by using high ventilation.
- Do not unnecessarily cut materials that create dust and other fine debris once the finish process has commenced in a specific area.
- Use dust recovery systems to minimize dust.
- No smoking shall be permitted on the project site.
- Properly dispose of food throughout the construction process at all times. Do not allow food or beverages to accumulate at any time and under no circumstances shall food and drink be permitted to be disposed of on the roof, in walls and other building cavities.
- Protect ducts from construction dust and debris. Keep ducts clean at all times.
- Establish a complete physical enclosure to any construction zone and or/ activity to protect any finished work when addressing punch lists and/or other corrective work.
- Seal all return ducts to ensure that contaminants do not enter the HVAC system.
- Ensure that exhausted contaminants do not re-enter the building through open windows or the air intake of the HVAC system.

13.21 **Noise Control**

- The Contractor shall provide methods, means, and facilities to minimize noise produced by the Construction operations.

- The Contractor is permitted to work on site from Monday through Friday 7 a.m. until 7 p.m. unless local ordinances or other regulations otherwise prohibit work during these hours. It is the Contractor's responsibility to ensure that it is working with in the hours permitted by the local and state laws and regulations. The Contractor is fully responsible for obtaining and paying all permit fees to work on weekends and holidays as may be required by local or state authorities and the payment of any fees associated with work outside the ordinances for weekday work.

- Work shall be permitted on Saturdays between the hours of 7 a.m. to 5 p.m. and Sundays between the hours of 8 a.m. and 5 p.m. unless local ordinances or other regulations otherwise prohibit work during these hours. It is the Contractor's responsibility to ensure that it is working with in the hours permitted by the local and state laws and regulations. The Contractor is fully responsible for obtaining and paying all permits fees to work on weekends and holidays as may be required by local or state authorities and any fees associated with work outside the ordinances for weekday work.

- All requests to Work outside the delineated hours shall be submitted to the Architect in writing a minimum of one (1) calendar week (168 hours) in advance. The Architect and Owner reserves the right to reject such requests and rejection of request does not entitle the Contractor to an extension of Contract time and/or additional funds, unless those dates were clearly scheduled in the original Project Schedule.

Work required and/or directed outside the hours and conditions prescribed above to meet the scheduled project deadlines are subject to all the conditions prescribed within this section.

13.22 **Dust Control**

- The Contractor shall execute the Work by methods to minimize raising dust from construction operations on a continuous basis and provide effective dust control on a continuous and as needed basis as Work progresses. This is a critical requirement and shall be appropriately budgeted for as enforcement of this requirement is essential.

- The Contractor shall provide positive means to prevent significant amounts of air-borne dust from dispersing into the atmosphere.

- The Contractor shall fully comply with all applicable sections of the latest version of the Clean Air Act as enforced by the Environmental Protection Agency, The Rhode Island Department of Environmental Management, the Rhode Island Department of Health, OSHA, and any other agencies involved in its enforcement. Additionally, the Contractor shall fully comply with rules, regulations, laws, and standards governed at the state and local level that are related to the Clean Air Act and/or are otherwise extensions of the enforcement of the Clean Air Act. These acts are considered to be part of this Contract as if written in full and attached herein. The Contractor is responsible for and shall plan accordingly for any and all costs associated with the enforcement of these requirements.

13.23 **Pest Control**

The Contractor shall provide methods, means, and facilities to prevent pests and insects from entering any existing Pastore campus facilities, project trailers, storage facilities and/or any other temporary amenities due to the contractor's Work and operations on campus. The contractor shall also prevent pests and insects from becoming a nuisance to neighboring properties. This is a critical objective; As such the Contractor shall provide a narrative as to the procedures that will be implemented to meet this objective. This narrative can be addressed in the Indoor Air Quality Program.

13.24 **Notice of Technology Use for Documents**

Contractors are here-in notified that the Project Team utilizes E-Mail, and Software to process RFI's, Payment Requisitions, Submittals and other critical project documents. As such the Contractor shall be prepared to utilize these methods of posting various documents through E-Mail and utilizing software such as but not limited to Microsoft Office, Adobe Acrobat, and AutoDesk AutoCAD.

13.26 **Not used**

13.27 **Testing**

INSTRUCTIONS FOR TECHNICAL INSPECTIONS:

The Owner shall direct the Contractor as to the firm or firms to be used for testing in each of the categories identified in the schedule below. The Owner shall pay for these testing services. Scheduling and other arrangements for testing shall be arranged through the Contractor with the Written Approval of the Owners on Site Representative and/or Architect and costs for coordination and administration of testing shall be part of the Contractors Base Bid.

Costs associated with testing for areas of construction, overall monitoring and/or system installations that are **NOT** identified in the following schedule that require testing, certification and/or other forms of quality control including testing prescribed as part of product application procedures and confirmation, specialized systems testing, and additional quality control related to paint; grout; air quality testing; water quality testing, noise/acoustics; shall be carried as part of the Base Bid Cost by the Contractor as a Contractor Cost, **regardless of the specifications direction to carry the cost otherwise**.

The Following Testing Services will be paid for by the Owner as delineated in the schedule that follows, the exceptions noted below.

- Retesting being performed as a result of the Contractors failure to properly perform or execute the original work.
- Retesting required due to failure of original test.
- Required retesting to reconfirm or otherwise determine course of action required for remediation of a system or assembly not meeting the specifications or other prescribed and/or required standard (s)...
- Testing associated with the progress of rework as may be required to bring a system

or systems into compliance with the applicable standards.

- Testing confirming that corrective action has been performed properly.

- Additional costs for testing premiums required due to the Contractors failure to properly schedule or otherwise have a system or assembly tested at the appropriate time.

IDENTIFIED TESTING CATEGORY
Paid for by the Owner

The Contractor shall note that while the Owner is paying for the following tests, that the Contractor and Contractors' Subcontractors are obligated under the Base Bid to provide all required documentation, and certifications required to support the Owner and Architect required as part of the Special Inspections Chapter 17 of the Rhode Island State Building Code (RISBC). These documents are required to achieve the Certificate of Occupancy for the Facility and the timeliness of the documents are critical and all the costs associated with the administration, scheduling and procurement of required documents to support the Owner and Architect are part of the Contractors Base Bid Cost. Additionally, this work effort includes providing the Contractors Statement of Responsibility as required by the RISBC.

- All Structural Tests and Special Inspections required of IBC Chapter 17
- All testing required of the Technical Specifications Division 01 through Division 32
- Concrete slabs foundations & footings
- Site concrete sidewalks, slabs and paving.
- Structural Steel
- Masonry Construction
- Compaction Testing below Footings, Slabs, Exterior sidewalks, slabs and bituminous paving
- Other testing as required by the Owner or jurisdictions having authority

13.28 <u>On Site Water Use</u>

In preparing the cost of the Project the Contractor shall take notice that on site water (provided by Providence Water Supply can be made available at a hydrant connection point approved by the Pastore Center Property Manager. It is paramount that this water source be established with backflow prevention and not be allowed to run when not in use. The Contractor shall install a meter and a backflow preventer as new use points may potentially disturb the water supply and result in dis- coloration. In the event the system is not used as intended and/or otherwise abused, the Owner will terminate the service at the expense of the Contractor. If using site water, the Contractor shall provide a submittal documenting hydrant tie-in, meter and backflow preventer information. The Contractor may also choose to provide water from an off-site source.

The Contractor shall make provisions to provide water to be used in all construction operations, including but not limited to masonry work, concrete, temporary fire protection, construction housekeeping operations including rinsing of vehicles and concrete trucks, all dust control, drinking water for construction team members, testing of systems and any and all other operations requiring water. All costs associated with providing and maintaining the required on-site and/or off-site water shall be included as part of the Base Bid Costs for the Project.

13.29 Field Reports/Actions

The Contractor acknowledges that action items outlined in field reports prepared by the Project Architect, Project Engineer and the Owner's Representative that call out or otherwise identify deficiencies in construction and/or other project requirements shall be corrected as noted. Field reports delineating issues shall be considered part of the project document path and if the Contractor disagrees with the noted reported deficiency, the Contractor shall promptly document such disagreement for review by the Architect and Owner's Representative.

13.30 Loading

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

Additionally provide as required proper matting and supporting engineering data for matting required for the erection and operations of Cranes.

13.31 Working Conditions

The Contractor must confer with the Owner and coordinate the Work of the project so as to ensure campus activities can continue during the 24 hour per day, seven day per week operations, especially as required in sections 13.12, 13.20, 13.21, 13.22, 13.23. The Contractor must coordinate the Work in accordance with campus operations.

END OF SECTION

SECTION 01 10 00 SUMMARY

PART 1 - GENERAL

1.1 PROJECT

A. See Agreement for Official Project Information.

B. The Project consists of and is not limited to the following types of work, as further described in the Contract Documents:
   1. Installation of wireless mesh network at Capitol Hill.

1.2 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 52 00 - Agreement.

1.3 DESCRIPTION OF WORK

A. Scope of demolition and removal work is shown on drawings plus as specified in Section 02 41 00.

B. Scope of alterations work is shown on drawings and/or as specified herein.

1.4 OWNER OCCUPANCY/SCHEDULE

A. Owner intends to fully occupy the facility during the period of construction.

B. Work to begin within 7 days of receipt of Purchase Order.

C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

1.5 CONTRACTOR USE OF SITE AND PREMISES

A. Construction Operations: Limited to areas within the building as agreed with RIDOA. Coordinate with Owner to insure delivery and completion per the schedule. Include all costs of this coordination, including all premium time wages that may be required to meet these requirements, in the Base bid.

B. Arrange use of site and premises to allow:
   1. Use of street and adjacent properties by the Public.

C. Provide access to and from site as required by law and by Owner:
   1. Maintain appropriate egress for occupants, public, workforce, code officials, Design Agent, Owner and their consultants.
   2. Do not obstruct roadways, sidewalks, or other public ways without permit. Provide necessary signage and barriers to direct traffic and pedestrians around work areas.

D. Time Restrictions:
   1. Comply with all applicable Providence ordinances. Night and weekend work is allowed if pre-arranged with security.

E. Utility Outages and Shutdown:
   1. Do not disrupt or shut down life safety systems, including but not limited to fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
   2. Prevent accidental disruption of utility services to other facilities.
   3. Schedule shutdowns for weekend, holiday, and overnight timeframes. Include premium time for this work within base bid price as well as any costs of additional security required.

1.6 ITEMS TO BE SALVAGED

A. By contractor for reinstallation:
1. All desk mounted equipment, switches, and utilities noted to remain for reconnection or reuse.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION 01 10 00

SECTION 01 20 00 PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Allowances.

B. Testing and inspection allowance.

C. Schedule of values.

D. Applications for payment.

E. Sales tax exemption.

F. Change procedures.

G. Defect assessment.

H. Unit prices.

I. Alternates.

1.2 ALLOWANCES

A. See General Conditions for Allowance provisions.

B. Design Agent Responsibility:
1. Consult with Contractor for consideration and selection of products, suppliers, and Installers.
2. Select products in consultation with Owner and transmit decision to Contractor.
3. Prepare Change Order to adjust final cost.

C. Contractor Responsibility:
1. Assist Design Agent or its Consultants in selection of products, suppliers and installers.
2. Obtain proposals from suppliers and installers, and offer recommendations.
3. On notification on selection by Design Agent, execute purchase agreement with designated supplier and installer.
4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.

D. Schedule of Allowances: See Attachment A.

1.3 TESTING AND INSPECTION ALLOWANCE

A. All costs of regularly scheduled testing are included in the Base Bid. See Attachment A for allowance to cover costs of additional testing to be provided when directed by the Owner, if any.

B. See individual specification sections for additional testing requirements included with the base bid costs, not within the allowance.

1.4 SCHEDULE OF VALUES

A. Submit Schedule of Values in duplicate, one copyrighted original and one copy, in compliance with the General and Supplementary Conditions.

B. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section. Identify site mobilization, bonds, insurance and closeout.

C. Include in each line item, the amount of Allowances specified in this Section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.

D. Include separately for each line item, a direct proportional amount of Contractor's overhead and profit.

E. Revise schedule to list approved Change Orders, with each Application for Payment.

1.5 APPLICATIONS FOR PAYMENT

A. Submit each application on an original AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet, accompanied by three copies.
   1. Prepare a draft version “pencil copy” of each application and distribute via email 5 days prior to due date for review by Design Agent and Owner’s representative.
   2. After making agreed revisions, individually sign and notarize and emboss with notary's official seal, the original and each of the three copies. Deliver to Owner’s representative for further processing and distribution.
   3. Applications not including original copyrighted AIA G702, and G703 Forms, will be rejected, and returned for re-submittal.
   4. Applications not properly signed and notarized will be rejected, and returned for re-submittal.
   5. Applications submitted without the following items described in this section and its attachments will be returned for resubmittal.

B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

C. Provide one hard copy and one copy in disc form of the updated construction schedule with each Application for Payment submission, prepared per Section 01 33 00.
   1. Provide a statement signed by the Contractor's firm principal certifying that there are no unidentified outstanding claims for delay.

D. Include with each monthly Application for Payment, following the first application, Certified Monthly Payroll Records with proper compliance cover sheet for the previous month's pay period. Identify MBE/DBE subcontractors and hours worked in a format acceptable to the user agency. See Attachment A this section for current State and Federal requirements.

E. Submit with transmittal letter as specified for Submittals in Section 01 33 00.

F. Beginning with the second Application for Payment, Contractor's right to payment must be substantiated by documenting, on a copy of the Waiver of Lien, that payment monies due, less retainage not exceeding ten percent, have been paid in full to subcontractor and suppliers for work, materials, or rental of equipment billed for under specific line item numbers in the immediately preceding application.

G. Substantiating Data: When the Owner or Design Agent requires additional substantiating information from the review of the "pencil copy", submit data justifying dollar amounts in question.

H. In addition to the items above, include the following with the Application for Payment:
1. Record Documents as specified in Section 01 78 00, for review by the Owner which will be returned to the Contractor.
2. Affidavits attesting to off-site stored products with insurance certificates as requested.
3. Digital Photographs as specified in Section 01 33 00. Include on same disc with construction schedule.
4. Daily Attendance Forms for the month.

I. Payment Period: Submit at monthly intervals unless stipulated otherwise in the Supplemental General Conditions.

1.7 SALES TAX EXEMPTION

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

1.8 CHANGE PROCEDURES

A. Submittals: Submit name of the individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.

B. The Design Agent will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time by issuing supplemental instructions on AIA Form G710.

C. The Design Agent may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required, and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within 15 days.

D. The Contractor may propose changes by submitting a request for change to the Design Agent, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation, and a statement describing the effect on Work by separate or other Contractors. Document any requested substitutions in accordance with Section 01 60 00.

E. Stipulated Sum Change Order: Based on Proposal Request, and Contractor's fixed price quotation, or Contractor's request for a Change Order as approved by Design Agent.

F. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute the Work under a Construction Change Directive. Changes in the Contract Sum or Contract Time will be computed as specified for a Time and Material Change Order.

G. Construction Change Directive: Design Agent may issue a directive, on AIA Form G713 Construction Change Directive signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in the Contract Sum or Contract Time. Promptly execute the change.

H. Time and Material Change Order: Submit an itemized account and supporting data after completion of the change, including timeslips signed by Owner's representative, within the time limits indicated in the Conditions of the Contract. The Design Agent will determine the change allowable in the Contract Sum and Contract Time as provided in the Contract Documents. Only Owner-representative-signed timeslips will be considered.

I. Maintain detailed records of work done on a Time and Material basis. Submit timeslips daily for verification and sign-off by Owner's representative on-site. Provide full information required for an evaluation of the proposed changes, and to substantiate costs for the changes in the Work.

J. Document each quotation for a change in cost or time with sufficient data to allow an evaluation of the quotation. Provide detailed breakdown of costs and estimates for labor and materials including a detailed breakdown for subcontractor's or vendor's Work. Include copies of written quotations from subcontractors or vendors.

K. Change Order Forms: AIA G701 Change Order.

L. Execution of Change Orders: The Design Agent will issue Change Orders for signatures of the parties as provided in the Conditions of the Contract.

M. Correlation of Contractor Submittals:
   1. Promptly revise the Schedule of Values and the Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum. Promptly revise progress schedules to reflect any change in the Contract Time, revise sub-schedules to adjust times for any other items of work affected by the change, and resubmit.
   2. Promptly enter changes in the Project Record Documents.

1.9 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

B. If, in the opinion of the Design Agent, it is not practical to remove and replace the Work, the Design Agent will direct an appropriate remedy or adjust payment.

C. If so directed, the defective Work may remain, but the unit sum will be adjusted to a new sum at the discretion of the Design Agent.

D. The defective Work will be partially repaired to the instructions of the Design Agent, and the unit sum will be adjusted to a new sum at the discretion of the Design Agent.

E. The individual Specification Sections may modify these options or may identify a specific formula or percentage sum reduction.

F. The authority of the Design Agent to assess the defect and identify a payment adjustment, is final.

G. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
1. Products wasted or disposed of in a manner that is not acceptable.
2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from the transporting vehicle.
4. Products placed beyond the lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling, and disposing of rejected products.

1.10 UNIT PRICES

A. See Attachment A.

1.11 ALTERNATES

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected in accordance with the terms of the Solicitation.

B. Coordinate related work and modify surrounding work as required.

C. Schedule of Alternates: See Attachment A.

1.12 OVERHEAD AND PROFIT MARK-UP

A. the allowance for overhead and profit combined, included in the total costs to the Owner, shall be based on the following schedule:
1. For the Contractor, for any work performed by his own forces, 10% of the cost;
2. For each Sub-Contractor involved, work performed by his own forces, 10% of the cost;
3. For the Contractor, for work performed by his sub-contractor, 5% of the amount due the sub- contractor.
4. Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.11.
5. 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 intermixed in the manner prescribed above. Where the costs of items are subcontracts, they shall be itemized also. In no case will a change over fifty dollars and 00/100 ($50.00) (total cost of Change Order, not line items within the change order) be approved without such itemization.

PART 2 - PRODUCTS
Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01 20 00

DOCUMENT 01 20 10
PRICE AND PAYMENT PROCEDURES - Attachment A

A. Allowances

1. None.

B. Testing Allowance

1. None. All costs for testing during construction are to be borne by the Contractor as part of the Base Bid.

C. Unit Prices

1. None.

D. Alternates – Please note the numbering below does not indicate the priority order for selection. See Bid Form for final prioritization.

END OF ATTACHMENT

MBE Compliance Office
1 Capitol Hill, 2nd Floor
Providence, RI 02908
401-574-8670, 401-574-8387 (fax)

01 20 20 PRICE AND PAYMENT PROCEDURES - Attachment B

www.mbe.ri.gov (website)

Pursuant to RIGL 37-14.1 as well as the regulations promulgated thereto, the MBE Compliance Office requires that you complete the following table. Please note that these figures will be verified with the MBEs identified. If there are outstanding issues, such as retainage or a dispute, please indicate and attach supporting documentation for same. Also note that copies of invoice and cancelled checks for payment to all MBE subcontractors and suppliers are required.

Contractor/Vendor Name:
Project Name & Location:
Original Prime Contract Amount: $ _____ **Current Prime Contract Amount:** _____

MBE/WBE Subcontractor	Original Contract Amount	Change Orders	Revised Contract Value	% Completed To Date	Amount Paid To Date	Amount Due	Retainage %	Retainage Amount	Explanation

I declare, under penalty of perjury, that the information provided in this verification form and supporting documents is true and correct.

_____ _____
Signature Date

_____
Printed Name Notary Certificate:

Sworn before me this_____day of_____, 202 .

_____ _____
Notary Signature Commission Expires

SECTION 01 30 00 ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Site administration

B. Coordination and project conditions.

C. Preconstruction meeting.

D. Site mobilization meeting.

E. Progress meetings.

F. Pre-installation meetings.

1.2 SITE ADMINISTRATION

A. Daily Attendance Form - Maintain a daily attendance log to include the names of all project employees and guests to the site. Each guest signing the log should indicate a brief description of the reason for the visit, the guest's employer or organization. The log sheet, or sheets, must clearly indicate the Project Name, and the name of the Prime contractor. Each line in the log should allow for the name of that employee, the employee's job title (use terminology used by prevailing wage job title), and the name of that employee's employer. This log shall be kept on a uniform form prescribed by the Director of Labor and Training. Such log shall be available for inspection on the site at all times by the Purchaser, Owner, and/or the Director of the Department of Labor and Training and his or her designee. Provide copies when requested.

1.3 COORDINATION AND PROJECT CONDITIONS

A. Coordinate the scheduling, submittals, and the Work of the various Sections of the Project Manual to ensure an efficient and orderly sequence of the installation of interdependent construction elements.

B. Verify that the utility requirements and characteristics of the operating equipment are compatible with the building utilities. Coordinate the Work of the various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

C. Coordinate the space requirements, supports and installation of the mechanical and electrical Work, which are indicated diagrammatically on the Drawings. Follow the routing shown for the pipes, ducts, and conduit, as closely as practicable; place runs parallel with the lines of the building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

D. Coordinate the completion and clean up of the Work of the separate Sections in preparation for Substantial Completion and for portions of the Work designated for the Owner's partial occupancy.

E. After the Owner's occupancy of the premises, coordinate access to the site for correction of defective Work and the Work not in accordance with the Contract

Documents to minimize disruption of the Owner's activities.

1.4 PRECONSTRUCTION MEETING

A. The Design Agent will schedule a meeting after a Purchase Order is issued to the Contractor.

B. Attendance Required: Owner's Representative, Design Agent, and Contractor.

C. Agenda:
1. Distribution of the Contract Documents.
2. Submission of a list of Subcontractors, a list of products, schedule of values, and a progress schedule.
3. Designation of the personnel representing the parties in the Contract and the Design Agent.
4. The procedures and processing of the field decisions, submittals, substitutions, applications for payments, proposal requests, Change Orders, and Contract closeout procedures.
5. Scheduling.

D. Design Agent shall record the minutes and distribute copies within two days after the meeting to the participants, with copies to the Contractor, Owner, other participants, and those consultants affected by the decisions made.

1.5 SITE MOBILIZATION MEETING

A. The Design Agent will schedule a meeting at the Project site prior to the Contractor's occupancy and may occur at the same time as the Preconstruction meeting noted above.

B. Attendance Required: The Owner, Design Agent, Contractor, the Contractor's Superintendent, and major Subcontractors.

C. Agenda:
1. Use of the premises by the Owner and the Contractor.
2. The Owner's requirements and partial occupancy.
3. Construction facilities and controls provided by the Owner.
4. Temporary utilities provided by the Owner.
5. Security and housekeeping procedures.
6. Schedules.
7. Application for payment procedures.
8. Procedures for testing.
9. Procedures for maintaining the record documents.
10. Requirements for the start-up of equipment.
11. Inspection and acceptance of the equipment put into service during the construction period.

D. Design Agent shall record the minutes and distribute the copies within two days after the meeting to the participants, with copies to the Contractor, Owner, other participants, and those consultants affected by the decisions made.

1.6 PROGRES
MEETINGS

A. Design Agent shall schedule and administer the meetings throughout the progress of the

Work at weekly intervals while work is in process.

B. Contractor to prepare a regular space in which to hold the meetings with an appropriate table and sufficient chairs, and coordinate work so that meetings are not interrupted.

C. Attendance Required: The job superintendent, major subcontractors and suppliers, the Owner, Design Agent, and Consultants as appropriate to agenda topics for each meeting.

D. Agenda:
1. Review the minutes of previous meetings.
2. Review of the Work progress.
3. Field observations, problems, and decisions.
4. Identification of the problems which impede the planned progress.
5. Review of the submittals schedule and status of the submittals.
6. Review of delivery schedules.
7. Maintenance of the progress schedule.
8. Corrective measures to regain the projected schedules.
9. Planned progress during the succeeding work period.
10. Coordination of the projected progress.
11. Maintenance of the quality and work standards.
12. Effect of the proposed changes on the progress schedule and coordination.
13. Other business relating to the Work.

E. Design Agent shall record the minutes and distribute the copies within t*wo* days after the meeting to the participants, with copies to the Contractor, Consultants, Owner, participants, and others affected by the decisions made.

1.7 PREINSTALLATION MEETINGS

A. When required in the individual specification Sections, convene a pre-installation meeting at the site prior to commencing the Work of the Section.

B. Require attendance of the parties directly affecting, or affected by, the Work of the specific Section.

C. Notify the Design Agent four days in advance of the meeting date.

D. Prepare an agenda and preside at the meeting:
1. Review the conditions of installation, preparation and installation procedures.
2. Review coordination with the related work.

E. Design Agent will record the minutes and distribute the copies within two days after the meeting to the participants, with copies to the Contractor, Owner, participants, and those Consultants affected by the decisions made.

1.8 NOTICE OF TECHNOLOGY USE FOR DOCUMENTS

A. Contractors are here-in notified that the Project Team utilizes E-Mail and Software to process RFI's, Payment Requisitions, Submittals and other critical project documents. As such the Contractor shall be prepared to utilize these methods of posting various documents through EMail and Servers utilizing software such as but not limited to Microsoft Office, Adobe Acrobat, and AutoDesk AutoCAD.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01 30 00

SECTION 01 33 00 SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Submittal procedures.

B. Construction progress schedules.

C. Proposed products list.

D. Product data.

E. Shop drawings.

F. Design Data.

G. Samples.

H. Test reports.

I. Certificates.

J. Manufacturer's instructions.

K. Manufacturer's field reports.

L. Digital Photographs.

M. Erection drawings.

N. Construction photographs.

1.2 SUBMITTAL PROCEDURES

A. Master List Submittal:
1. Submit a master list of the required submittals with a proposed date for each item to be submitted.
2. Show the date submittal was sent, days since submittal was sent, status of submittal, date submittal was received in return, and any date associated with resubmittals.
3. Update master list with each submission and response.
4. Issue copy of master list at least monthly to the Design Agent.

B. Transmit each submittal with a dated Design Agent-accepted transmittal form.

C. Transmit printed copies and electronic PDF copy of each submittal to the Design Agent for review and comment as outlined in each section below.

D. Sequentially number the transmittal form. Mark revised submittals with an original number and a sequential alphabetic suffix.

E. Identify the Project, Contractor, subcontractor and supplier; the pertinent drawing and detail number, and the specification Section number, appropriate to the submittal.

F. Apply a Contractor's electronic stamp certifying that the review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of the information is in accordance with the requirements of the Work and the Contract Documents.

G. Schedule submittals to expedite the Project, and deliver to the Design Agent's FTP site. Coordinate the submission of related items.

H. For each submittal, allow 15 days for review.

I. Identify all variations from the Contract Documents and any Product or system limitations which may be detrimental to a successful performance of the completed Work.

J. Allow space on the submittals for the Contractor's, Design Agent's, and Consultant's electronic review stamps.

K. When revised for resubmission, identify the changes made since the previous submission.

L. Distribute copies of the reviewed submittals as appropriate. Reproduce as necessary to inform subcontractors without internet download capabilities. Instruct the parties to promptly report any inability to comply with the Contract requirements.

M. Produce additional copies as required for the Record Document purposes as described in Section 01 78 00.

1.3 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial progress schedule in duplicate within 20 days after Date of Commencement for Design Agent to review. After a review, submit detailed schedules within 15 days modified to accommodate the revisions recommended by the Design Agent and Owner.

B. Distribute copies of the reviewed schedules to the Project site file, subcontractors, suppliers, and other concerned parties. Instruct the recipients to promptly report, in writing, the problems anticipated by the projections indicated in the schedules

C. Submit updated schedules with each Application for Payment, identifying changes since previous version as follows:
   1. Indicate the progress of each activity to the date of submittal, and the projected completion date of each activity.
   2. Identify the activities modified since the previous submittal, major changes in the scope, and other identifiable changes.
   3. Provide a narrative report to define the problem areas, the anticipated delays, and impact on the Schedule. Report the corrective action taken, or proposed, and its effect including the effect of changes on the schedules of separate contractors.

D. Submit a computer-generated horizontal bar chart with separate line for each major portion of the Work or operation, identifying the first work day of each week.

E. Show a complete sequence of construction by activity, identifying the Work of separate stages and other logically grouped activities. Indicate the early and late start, the early and late finish, float dates, and duration.

F. Indicate an estimated percentage of completion for each item of the Work at each submission.

G. Provide a separate schedule of submittal dates for shop drawings, product data, and samples, including Owner-furnished Products and Products identified under Allowances, if any, and the dates reviewed submittals will be required from the Design Agent. Indicate the decision dates for selection of the finishes.

H. Indicate the delivery dates for Owner furnished Products, and for Products identified under Allowances.

1.4 PROPOSED PRODUCTS LIST

A. Within 20 days after the Date of Commencement, submit a list of major products proposed for use, with the name of the manufacturer, the trade name, and the model number of each product.

B. For the products specified only by reference standards, give the manufacturer, trade name, model or catalog designation, and reference standards.

C. With each product listed, indicate the submittal requirements specified to be adhered to, and an indication of relevant "long-lead-time" information, when appropriate.

1.5 PRODUCT DATA

A. Product Data: Submit to the Design Agent for review for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Provide copies and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 78 00.

B. Submit one (1) printed copy and one (1) electronic PDF copy for review. The Design Agent will retain the reviewed printed copy for record and return the reviewed electronic PDF copy to the Contractor for distribution.

C. Mark each copy to identify the applicable products, models, options, and other data. Supplement the manufacturers' standard data to provide the information specific to this Project.

D. Indicate the product utility and electrical characteristics, the utility connection requirements, and the location of utility outlets for service for functional equipment and appliances.

E. After a review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01 78 00.

1.6 SHOP DRAWINGS

A. Shop Drawings: Submit to the Design Agent for review for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Produce copies and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 78 00.

B. Submit two (2) printed copies and one (1) electronic PDF copy for review. The Design Agent and /or Consultants will retain the reviewed printed copies for record and return the reviewed electronic PDF copy to the Contractor for distribution.

C. Indicate the special utility and electrical characteristics, the utility connection requirements, and the location of utility outlets for service for functional equipment and appliances.

1.7 SAMPLES

A. Samples: Submit to the Design Agent for review for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Produce duplicates and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 78 00.

B. Samples for Selection as Specified in Product Sections:
1. Submit to the Design Agent for aesthetic, color, or finish selection.
2. Submit samples of the finishes in the colors selected for the Design Agent's records.
3. After review, produce duplicates and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 78 00.

C. Submit samples to illustrate the functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate the sample submittals for interfacing Work.

D. Include identification on each sample, with the full Project information.

E. Submit at least the number of samples specified in the individual specification Sections; the Design Agent will retain two samples.

F. Reviewed samples, which may be used in the Work, are indicated in the individual specification Sections.

G. Samples will not be used for testing purposes unless they are specifically stated to be in the specification Section.

1.8 TEST REPORTS

A. Submit (1) printed and (1) electronic PDF lab reports in accordance with Section 01 40 00.

B. Submit test reports for information for the limited purpose of assessing conformance with the information given and the design concept expressed in the Contract Documents.

1.9 DESIGN DATA

A. Submit (1) printed and (1) electronic PDF data for the Design Agent’s knowledge as contract administrator for the Owner.

B. Submit information for the limited purpose of assessing conformance with the information given and the design concept expressed in the Contract Documents.

1.10 CERTIFICATES

A. Submit (1) printed and (1) electronic PDF certification by the manufacturer, installation/application subcontractor, or the Contractor to the Design Agent in the quantities specified for the Product Data.

B. Indicate that the material or product conforms to or exceeds the specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on the material or product, but must be acceptable to the Design Agent and its Consultants.

1.11 MANUFACTURER'S INSTRUCTIONS

A. Submit (1) printed and (1) electronic PDF copy of instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to the Design Agent for delivery to the Owner in the quantities specified for Product Data.

B. Indicate the special procedures, and the perimeter conditions requiring special attention, and the special environmental criteria required for application or installation.

1.12 MANUFACTURER'S FIELD REPORTS

A. Submit (1) printed and (1) electronic PDF of reports for the Design Agent's benefit as contract administrator for the Owner.

B. Submit the report within 30 days of observation to the Design Agent for the limited purpose of assessing conformance with the information given and the design concept expressed in the Contract Documents.

1.13 DIGITAL PHOTOGRAPHS

A. Submit minimum 12 digital photographs of construction progress each month on the same CD as the project schedule submittal. Include both jpg. and reduced-size pdf versions for email use.

B. Include an additional minimum of 12 photographs documenting underground utilities when installed in relationship to visible site features.

C. Include photographs of important in-wall or ceiling utilities before close-in at appropriate stages of construction.

D. See Section 01 78 00 for close-out copy requirements of these files.

1.14 ERECTION DRAWINGS

A. When specified in the individual Specification sections, the trade contractors shall submit (1) printed and (1) electronic PDF copy of erection drawings for review prior to proceeding with fabrication and/or construction.

B. Erection drawings shall be prepared in accordance with the latest edition of the respective trades' codes of standard practice.

C. All erection drawings shall be fully developed by the trade contractors or by agents of the contractors. CAD files, photocopies, or other reproductions of the contract drawings in whole or in part shall not be used by the trade contractors or their agents for the preparation and development of erections drawings without the expressed written consent of the Design Agent.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01 33 00

SECTION 01 40 00 QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Quality control and control of installation.

B. Verification of Credentials and Licenses.

C. Tolerances

D. References.

E. Testing and inspection services.

F. Manufacturers' field services.

G. Mock-up Requirements.

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

A. Monitor a quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of the specified quality.

B. Comply with all manufacturers' instructions and recommendations, including each step in sequence.

C. When the manufacturers' instructions conflict with the Contract Documents, request a clarification from the Design Agent before proceeding.

D. Comply with the specified standards as a minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform the Work by persons qualified to produce the required and specified quality.

F. Verify that field measurements are as indicated on the Shop Drawings or as instructed by the manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 VERIFICATION OF CREDENTIALS AND LICENSES

A. Be forewarned that inspectors will be checking for verification of credentials and licenses of both union and non-union persons, in their onsite inspections.

B. State inspectors will also be reviewing Contractor's Certified Monthly Payroll Records for conformance with RI State Prevailing Wage Rate requirements.

C. Those persons without the appropriate credentials and licenses will be subject to dismissal from the project site.

1.4 TOLERANCES

A. Monitor the fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with the manufacturers' tolerances. When the manufacturers' tolerances conflict with the Contract Documents, request a clarification from the Design Agent before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

1.5 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by the date of issue current on the date of the Contract Documents, except where a specific date is established by code.

C. Obtain copies of the standards where required by the product specification Sections.

D. When the specified reference standards conflict with the Contract Documents, request a clarification from the Design Agent before proceeding.

E. Neither the contractual relationships, duties, or responsibilities of the parties in the Contract, nor those of the Design Agent, shall be altered from the Contract Documents by mention or inference otherwise in reference documents.

1.6 TESTING AND INSPECTION SERVICES

A. The Contractor will submit the name of an independent firm to the Design Agent for approval by the Owner, to perform the testing and inspection services noted in individual specification sections. The Contractor shall pay for all the services required as part of his Base Bid. Contractor shall prepare a listing of testing planned for review and approval.

B. The independent firm will perform the tests, inspections and other services specified in the individual specification Sections. If additional testing is authorized by change order from the Owner, Contractor shall coordinate that testing.
1. Laboratory: Authorized to operate in the location in which the Project is located.
2. Laboratory Staff: Maintain a full time registered Engineer on staff to review the services.
3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either the National Bureau of Standards or to the accepted values of natural physical constants.

C. Testing, inspections and source quality control may occur on or off the project site. Perform off-site testing as required by the Design Agent or the Owner.

D. Reports will be submitted by the independent firm to the Design Agent, the Consultant for that trade, and the Contractor, in duplicate, indicating the observations and results of tests and indicating the compliance or non-compliance with Contract Documents.

E. Cooperate with the independent firm; furnish samples of the materials, design mix, equipment,

tools, storage, safe access, and the assistance by incidental labor as requested.

1. Notify the Design Agent and Engineer and the independent firm 24 hours prior to the expected time for operations requiring services.
2. Make arrangements with the independent firm and pay for additional samples and tests required for the Contractor's use.

F. Testing and employment of the testing agency or laboratory shall not relieve the Contractor of an obligation to perform the Work in accordance with the requirements of the Contract Documents.

G. Re-testing or re-inspection required because of a non-conformance to the specified requirements shall be performed by the same independent firm on instructions by the Design Agent or its Consultant. Payment for the re-testing or re-inspection will be charged to the Contractor by deducting the testing charges from the Contract Sum.

H. Agency Responsibilities:

1. Test samples of mixes submitted by the Contractor.
2. Provide qualified personnel at the site. Cooperate with the Design Agent or its Consultant and the Contractor in performance of services.
3. Perform specified sampling and testing of the products in accordance with the specified standards.
4. Ascertain compliance of the materials and mixes with the requirements of the Contract Documents.
5. Promptly notify the Design Agent, Consultant and the Contractor of observed irregularities or non- conformance of the Work or products.
6. Perform additional tests required by the Design Agent or its Consultants.
7. Attend the preconstruction meetings and the progress meetings.

I. Agency Reports: After each test, promptly submit two copies of the report to the Design Agent, appropriate Consultant, and to the Contractor. When requested by the Design Agent, provide an interpretation of the test results. Include the following:

1. Date issued.
2. Project title and number.
3. Name of inspector.
4. Date and time of sampling or inspection.
5. Identification of product and specifications section.
6. Location in the Project.
7. Type of inspection or test.
8. Date of test.
9. Results of tests.
10. Conformance with Contract Documents.

J. Limits on Testing Authority:

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

1.8 MANUFACTURERS' FIELD SERVICES

A. When specified in the individual specification Sections, require the material or Product suppliers, or manufacturers, to provide qualified staff personnel to observe the site conditions, the conditions of the

surfaces and installation, the quality of workmanship, the start-up of equipment, or test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.

B. Submit the qualifications of the observer to the Design Agent 30 days in advance of the required observations. Observer is subject to approval of the Design Agent.

C. Report the observations and the site decisions or instructions given to the applicators or installers that are supplemental or contrary to the manufacturers' written instructions.

D. Refer to Section 01 33 00 - SUBMITTAL PROCEDURES, MANUFACTURERS' FIELD REPORTS article.

1.9 MOCK-UP REQUIREMENTS

A. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

B. Accepted mock-ups shall be a comparison standard for the remaining Work.

C. Where mock-up has been accepted by Design Agent and is no longer needed, remove mock-up and clear area when directed to do so.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01 40 00

SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Temporary Utilities:
1. Temporary electricity.
2. Temporary lighting for construction purposes.
3. Temporary heating and cooling
4. Temporary ventilation.
5. Telephone service.
6. Temporary water service.
7. Sanitary facilities.

B. Construction Facilities:
1. Hoisting.
2. Parking/Traffic.
3. Progress cleaning and waste removal.
4. Traffic regulation.

C. Temporary Controls:
1. Barriers.
2. Security.
3. Fire detection.
4. Dust control.
5. Noise control.
6. Pollution control.

1.2 TEMPORARY ELECTRICITY

A. The Owner shall pay the cost of energy used during the construction period. Exercise measures to conserve energy. Utilize the Owner's existing power service.

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

C. Provide flexible power cords as required for portable construction tools and equipment. All flexible power cords shall be suspended with hangers to eliminate trip hazards.

D. Provide distribution equipment, wiring, and outlets to provide single-phase branch circuits for power. Provide 20-ampere duplex outlets, single-phase circuits for power tools.

1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain incandescent lighting for construction operations to achieve a minimum lighting level of 2 watt/sq ft (21 watt/sq m).

B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

C. Maintain lighting and provide routine repairs.

D. Permanent building lighting may be utilized during construction where not removed. Install new lamps at the end of construction.

1.4 TEMPORARY HEATING AND COOLING

A. The existing building will be heated and cooled by the Owner during construction when temperatures require. Take care to avoid leaving doors open in exterior walls that could compromise heating operations.

B. Supplement with temporary heat devices if needed to maintain the specified conditions for construction operations.

C. Maintain a minimum ambient temperature of 50 degrees F in the areas where construction is in progress, unless indicated otherwise in the product Sections.

D. In areas of work with mechanical hot-air heating and/or cooling, clean units and replace filters after Substantial Completion.

E. Do not use new equipment for heating after replacement during construction.

1.5 TEMPORARY VENTILATION

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

B. If existing ventilation fans are used during construction, clean fans in areas of work after Substantial Completion.

1.6 TELEPHONE SERVICE

A. Provide, maintain, and pay for cell phone service to the field supervisor at the time of project mobilization.

1.7 TEMPORARY WATER SERVICE

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

B. Extend branch piping with outlets located so that water is available by hoses with threaded connections. Provide temporary pipe insulation if needed to prevent freezing.

1.8 TEMPORARY SANITARY FACILITIES

A. Contractor’s personnel will be allowed use of public toilet facilities within the building. Keep clean and neat.

1.9 HOISTING

A. Contractor is responsible for all hoisting required to facilitate, serve, stock, clean, and complete the Work. Include all costs for Operating Engineers, fuel, delivery and removal, mobilization, staging, protection of grades and surfaces, and equipment.

1.10 PARKING/TRAFFIC

A. Workers must park where directed by the RIDOA. Areas damaged by traffic or parking use must

be restored to original condition at project completion.

B. Use of designated existing on-site streets and driveways for construction traffic is permitted. Tracked vehicles are not allowed on paved areas.

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

D. Do not allow vehicle parking on existing sidewalks.

E. Provide and maintain access to fire hydrants and control valves free of obstructions.

F. Remove mud from construction vehicle wheels before entering streets. Cleanup dirt, rocks, and debris left on street from construction vehicles.

G. Maintenance:
1. Maintain the traffic and parking areas in a sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain the paving and drainage in original, or specified, condition.

1.11 PROGRESS CLEANING AND WASTE REMOVAL

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

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

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

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

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

1.12 TRAFFIC REGULATION

A. Signs, Signals, And Devices:
1. Post Mounted and Wall Mounted Traffic Control and Informational Signs: As approved by local jurisdictions.
2. Traffic Cones and Drums, Flares, and Lights: As approved by local jurisdictions.
3. Flag person Equipment: As required by local jurisdictions.
4. Police Details: Provide all police details as required by local jurisdictions, including payment directly to officers.

B. Flag Persons: Provide trained and equipped flag persons to regulate the traffic when construction operations or traffic encroach on the public traffic lanes.

C. Flares and Lights: Use flares and lights during the hours of low visibility to delineate the traffic lanes and to guide traffic.

D. Haul Routes:

1. Consult with the authority having jurisdiction, establish the public thoroughfares to be used for haul routes and site access.

E. Traffic Signs and Signals:

1. At approaches to the site and on site, install at crossroads, detours, parking areas, and elsewhere as needed to direct the construction and affected public traffic.
2. Install and operate automatic traffic control signals to direct and maintain the orderly flow of traffic in areas under the Contractor's control, and areas affected by the Contractor's operations.
3. Relocate as the Work progresses, to maintain effective traffic control.

F. Removal:

1. Remove equipment and devices when no longer required.
2. Repair damage caused by installation.
3. Remove post settings to a depth of 2 feet.

1.13 BARRIERS

A. Provide barriers to allow for the Owner's use of the site and to protect existing facilities and adjacent properties from damage from the construction operations, or demolition.

B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.14 ENCLOSURES AND FENCING

A. Interior Enclosures:

1. Provide temporary partitions and ceilings as indicated to separate the work areas from occupied interior areas, to prevent penetration of dust and moisture into finished areas, and to prevent damage to the existing materials and equipment.
2. Construction: Framing and reinforced polyethylene, plywood, or gypsum board sheet materials with closed joints and sealed edges at intersections with existing surfaces, as agreed with the Owner:
   a. Maximum flame spread rating of 75 in accordance with ASTM E84.

1.15 SECURITY

A. Security Program:

1. Protect the Work, and the existing premises from theft, vandalism, and unauthorized entry.
2. Initiate the program in coordination with the Owner's existing security system at mobilization.
3. Maintain the program throughout the construction period until Owner occupancy of each designated area.

B. Entry Control: Coordinate the access of the Owner's personnel to the area in coordination with the Owner's security forces.

1.16 FIRE DETECTION

A. Before beginning any construction operation that can potentially trigger the existing fire alarm detection system, notify the Owner.

B. Failure to so notify the Owner will subject the Contractor to a monetary fine for each occurrence, should the fire detection system be activated inadvertently by a construction activity.

C. Comply with State underwriting standards and insurer recommendations for Hot Work, sprinkler impairment, and site maintenance.

1.17 DUST CONTROL

A. Execute the Work by methods to minimize raising dust from construction operations.

B. Provide positive means to prevent air-borne dust from dispersing into the building.

1.18 NOISE CONTROL

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

1.19 POLLUTION CONTROL

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

1.20 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, and materials, prior to Substantial Completion.

B. Clean and repair the damage caused by installation or use of temporary work.

C. Restore the existing and new facilities used during construction to their original condition.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01 50 00

SECTION 01 60 00 PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Products.

B. Product delivery requirements.

C. Product storage and handling requirements.

D. Product options.

E. Product substitution procedures.

1.2 PRODUCTS

A. Products: Means new material, machinery, components, fixtures, or systems forming the Work; but does not include the machinery or equipment used for the preparation, fabrication, conveying, or erection of the Work. Products may include the existing materials or components required or specified for reuse.

B. Furnish products of qualified manufacturers suitable for the intended use. Furnish products of each type by a single manufacturer unless specified otherwise.

C. Do not use materials and equipment removed from the existing premises, except as specifically permitted by the Contract Documents.

D. Furnish interchangeable components of the same manufacturer for the components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

A. Transport and handle products in accordance with the manufacturer's instructions.

B. Promptly inspect shipments to ensure that the products comply with the requirements, the quantities are correct, and the products are undamaged.

C. Provide equipment and personnel to handle the products by methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

A. Store and protect the products in accordance with the manufacturers' instructions.
B. Store with seals and labels intact and legible.

C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to the product.

D. For exterior storage of fabricated products, place on sloped supports above the ground.

E. Provide bonded off-site storage and protection when the site does not permit on-site storage or protection.

F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent the condensation and degradation of products.

G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

H. Provide equipment and personnel to store the products by methods to prevent soiling, disfigurement, or damage.

I. Arrange storage of the products to permit access for inspection. Periodically inspect to verify that the products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Products of one of the manufacturers named and meeting the specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

A. Instructions to Bidders specify the time restrictions for submitting requests for Substitutions during the bidding period to requirements specified in this section.

B. Substitutions may be considered after the bid only in the following circumstances:

1. when a product becomes no longer in production following the date of receipt of the Purchase Order for this Contract. Submit certification both that specified product was carried in Bid, and is no longer obtainable. Provide cost change documentation.
2. there is a significant cost savings offered to the Owner. Provide price comparison of both bid and offered substitution products as well as all collateral costs of the change.
3. Code changes or site conditions require a different item from that bid. Submit as for 2 above.

C. Document each request with complete data substantiating the compliance of a proposed Substitution with the Contract Documents.

D. A request constitutes a representation that the Bidder:
1. Has investigated the proposed Product and determined that it meets or exceeds the quality level of the specified product.
2. Will provide the same warranty for the Substitution as for the specified Product.
3. Will coordinate the installation and make changes to other Work which may be required for the Work to be complete with no additional cost to the Owner, including redesign.
4. Waives claims for additional costs or time extension which may subsequently become apparent.
5. Will reimburse the Owner and the Design Agent for review or redesign services, including those associated with re-approval by the authorities having jurisdiction.

E. Substitutions will not be considered when they are indicated or implied on the Shop Drawing or Product Data submittals, without a separate written request, or when acceptance will require

revision to the Contract Documents.

F. Substitution Submittal Procedure, If Permitted Following Contract Award:

1. Submit three copies of a request for Substitution for consideration, no later than 20 working days following date of receipt of the Purchase Order for this Contract. Limit each request to one proposed Substitution.
2. Submit the Shop Drawings, Product Data, and the certified test results attesting to the proposed product equivalence. The burden of proof is on the proposer.
3. The Design Agent will notify the Contractor in writing of a decision to accept or reject the request.

Costs for review time on unsuccessful requests will be included in the next change order.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01 60 00

SECTION 01 70 00 EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Examination.

B. Preparation.

C. Field Engineering.

D. Protection of adjacent construction.

E. Cutting and patching.

F. Special procedures.

G. Starting and adjusting of systems.

H. Demonstration and Instructions.

I. Testing, adjusting and balancing.

J. Protecting Installed Construction.

1.2 EXAMINATION

A. Acceptance of Conditions:

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

1.3 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply substrate primer, sealer, or conditioner, required, or recommended by manufacturer, prior to applying any new material or substance in contact or bond.

D. Prior to the application, installation, or erection of any products and product components, perform any other preparatory operations, or surface or substrate modifications, as may be specified or directed by product manufacturers.

1.4 FIELD ENGINEERING

A. Employ a Land Surveyor registered in the State of Rhode Island and acceptable to Design Agent and the Owner if required by subgrade work.

B. Locate and protect survey control and reference points. Promptly notify Design Agent of any discrepancies discovered.

C. Control Datum for survey is to be agreed to with the Design Agent.

D. Verify setbacks and easements, if any; confirm drawing dimensions and elevations.

E. Provide field-engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

F. Submit a copy of site drawings and certificate signed by the Land Surveyor that the elevations and locations of the Work are in conformance with the Contract Documents.

G. Maintain a complete and accurate log of control and survey work as it progresses.

H. If required by the Owner, on completion of foundation walls and major site improvements, prepare a certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.

I. Protect survey control points prior to starting site work; preserve permanent reference point during construction.

J. Promptly report to Design Agent the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.

K. Replace dislocated survey control point based on original survey control. Make no changes without prior written notice to Design Agent.

1.5 PROTECTION OF ADJACENT CONSTRUCTION

A. Protect existing adjacent properties and provide special protection where specified in individual Specification Sections.

B. Provide protective coverings at wall, projections, jambs, sills, and soffits of existing openings.

C. Protect existing finished floors, stairs, and other existing surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

D. Cover and protect furnishings, materials and equipment within the spaces receiving new work. Move items as necessary to install new work and return them to original locations at the close of construction in that area.

E. Repair adjacent properties damaged by construction operations to original condition to the satisfaction of the Owner.

F. Prohibit unnecessary traffic from existing landscaped areas.

G. Restore grassed landscaped areas damaged by construction operations to full healthy growth, by installing loam and sod to the requirements, and under the supervision of the maintenance staff at the facility.

1.6 CUTTING AND PATCHING

A. Employ skilled and experienced installers to perform cutting and patching.

B. Submit written request in advance of cutting or altering elements which affect:
1. Structural integrity of element.
2. Integrity of weather-exposed or moisture-resistant elements.
3. Efficiency, maintenance, or safety of element.
4. Visual qualities of sight-exposed elements.
5. Existing construction, or Work of separate contractor.

C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
1. Fit the several parts together, to integrate with other Work.
2. Uncover Work to install or correct ill-timed Work.
3. Remove and replace defective and non-conforming Work.
4. Remove samples of installed Work for testing.
5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

D. Execute Work by methods that will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.

E. Cut masonry, concrete, and other rigid materials using masonry saw or core drill.

F. Remove ceiling material as necessary to access areas of work. Store and replace carefully to avoid damage. Replace all ceiling areas damaged during the work with new material to match.

G. Restore Work with new Products in accordance with requirements of Contract Documents.

H. Fit Work tight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.

I. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.

J. At penetration of fire rated partitions, ceiling, or floor construction, completely seal voids with fire rated or fire resistant material in accordance with Specifications, to full thickness of the penetrated element.

K. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.

L. Identify any hazardous substance or conditions exposed during the Work to the Owner and Design Agent for decision or remedy.

M. See General Conditions for additional requirements.

1.7 SPECIAL PROCEDURES

A. Materials: As specified in product Sections; match existing with new products, or salvaged products as appropriate, for patching and extending work.

B. Employ skilled and experienced installer to perform alteration work.

C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.

D. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.

E. Remove debris and abandoned items from area and from concealed spaces.

F. Prepare surface and remove surface finishes to provide installation of new Work and finishes.

G. Close openings in exterior surfaces to protect existing Work from weather and extremes of temperature and humidity.

H. Remove, cut, and patch Work in a manner to minimize damage and to provide means of restoring products and finishes to original or specified condition.

I. Refinish existing visible surfaces to remain in renovated rooms and spaces to specified condition for each material, with a neat transition to adjacent finishes.

J. Where new Work abuts, or aligns with existing, provide a smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.

K. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and submit recommendation to Design Agent for review.

L. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition to Design Agent for review.

M. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.

N. Patch or replace portions of existing surfaces which are damaged, or showing other imperfections.

O. Finish surfaces as specified in individual product Sections, or as indicated on the Drawings.

1.8 STARTING AND ADJUSTING OF SYSTEMS

A. Coordinate schedule for starting and adjusting of various equipment and systems.

B. Notify Design Agent and Owner seven days prior to starting and adjusting of each item.

C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions which may cause damage.

D. Verify that tests, meter readings and specified electrical characteristics agree with those required by the equipment or system manufacturer.

E. Verify wiring and support components for equipment are complete and tested.

F. Execute starting and adjusting under supervision of responsible Contractor's personnel or manufacturer's representative, in accordance with manufacturer's instructions.

G. Adjust operating Products and equipment to ensure smooth and unhindered operation.

H. When specified in individual specifications Section, require manufacturer to provide authorized representative to be present at the site to inspect, check, and approve equipment or system installation prior to starting, and to supervise placing of equipment or system in operation.

I. Submit a written report in accordance with Section 01 40 00 that equipment or system has been properly installed and is functioning correctly.

1.9 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of Substantial Completion.

B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manuals with Owner's personnel in detail to explain all aspects of operation and maintenance.

D. Demonstrate start-up, operation, control, adjustment, trouble shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled or agreed upon times, at equipment or system location.

E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

1.10 TESTING, ADJUSTING, AND BALANCING

A. Submit, for the Owner's approval, the name of an independent firm to perform testing of fire systems. The independent firm's services will be paid for by the Contractor.

B. The independent firm will perform services specified in individual specifications Sections.

C. Reports will be submitted by the independent firm to the Design Agent and the Owner indicating observations and test results, indicating compliance or non-compliance with specified requirements and with the requirements of the Contract Documents.

1.11 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified in individual specification sections.

B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

E. Repair or replace installed Work damaged by construction operations, as directed by the Design Agent.

1.12 NOISE CONTROL

A. The Contractor shall provide methods, means, and facilities to minimize noise produced by the Construction/Demolition operations.

B. It is the Contractor's responsibility to ensure that it is working within the hours permitted by the local and state laws and regulations. The Contractor is fully responsible for obtaining and paying all permit fees to work on weekends and holidays as may be required by local or state authorities and the payment of any fees associated with work outside the ordinances for weekday work.

C. All requests to Work outside the delineated hours shall be submitted to the Owner in writing a minimum of one (1) calendar week (168 hours) in advance. The Owner reserves the right to reject such requests and rejection of request does not entitle the Contractor to an extension of Contract time and/or additional funds, unless those dates were clearly scheduled in the original Project Schedule.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01 70 00

SECTION 01 73 20 WASTE MANAGEMENT

PART 1 GENERAL

1.1 WASTE MANAGEMENT REQUIREMENTS

A. Owner requires that this project generate the least amount of trash and waste possible.

B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.

C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.

D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
1. Aluminum and plastic beverage containers.
2. Corrugated cardboard.
3. Wood pallets.
4. Clean dimensional wood: May be used as blocking or furring.
5. Land clearing debris, including brush, branches, logs, and stumps.
6. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
7. Glass.
8. Gypsum drywall and plaster.
9. Plastic buckets.
10. Paper, including wrapping, newsprint, and office.

E. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, incineration, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports. Submit in accordance with Section 01 33 00.

F. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.

G. Methods of trash/waste disposal that are not acceptable are:
1. Burning on the project site.
2. Burying on the project site.
3. Dumping or burying on other property, public or private.
4. Other illegal dumping or burying.

H. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state, and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.2 RELATED REQUIREMENTS

A. Section 01 30 00 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.

B. Section 01 50 00 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.

C. Section 01 60 00 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.

D. Section 01 70 00 - Execution Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

1.3 DEFINITIONS

A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.

B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.

C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.

D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.

E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.

F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.

G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.

H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.

I. Return: To give back reusable items or unused products to vendors for credit.

J. Reuse: To reuse a construction waste material in some manner on the project site.

K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.

L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.

M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.

N. Toxic: Poisonous to humans either immediately or after a long period of exposure.

O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.

P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.4 SUBMITTALS

A. See Section 01 30 00 for submittal procedures.

B. Waste Management Plan: Include the following information:
   1. Analysis of the trash and waste projected to be generated during the entire project construction cycle, including types and quantities.
   2. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed of, the applicable landfill tipping fee(s), and the projected cost of

disposing of all project trash/waste in the landfill(s).

3. Landfill Alternatives: List all waste materials that will be diverted from landfills by reuse, salvage, or recycling.
4. Meetings: Describe regular meetings to be held to address waste prevention, reduction, recycling, salvage, reuse, and disposal.
5. Materials Handling Procedures: Describe the means by which materials to be diverted from landfills will be protected from contamination and prepared for acceptance by designated facilities; include separation procedures for recyclables, storage, and packaging.
6. Transportation: Identify the destination and means of transportation of materials to be recycled; i.e. whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler.

C. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.

1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
2. Submit Report on a form acceptable to Owner.
3. Landfill Disposal: Include the following information:
   a. Identification of material.
   b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
   c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
   d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
4. Incinerator Disposal: Include the following information:
   a. Identification of material.
   b. Amount, in tons or cubic yards, of trash/waste material from the project delivered to incinerators.
   c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
   d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
5. Recycled and Salvaged Materials: Include the following information for each:
   a. Identification of material, including those retrieved by installer for use on other projects.
   b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
   c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
   d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
   e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
6. Material Reused on Project: Include the following information for each:
   a. Identification of material and how it was used in the project.
   b. Amount, in tons or cubic yards.
   c. Include weight tickets as evidence of quantity.
7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 WASTE MANAGEMENT PROCEDURES

A. See Section 01 10 00 for list of items to be salvaged from the existing building for relocation in project or for Owner.

B. See Section 01 30 00 for additional requirements for project meetings, reports, submittal procedures, and project documentation.

C. See Section 01 50 00 for additional requirements related to trash/waste collection and removal facilities and services.

D. See Section 01 60 00 for waste prevention requirements related to delivery, storage, and handling.

E. See Section 01 70 00 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

3.2 WASTE MANAGEMENT PLAN IMPLEMENTATION

A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.

B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Design Agent.

C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.

D. Meetings: Discuss trash/waste management goals and issues at project meetings.
   1. Pre-bid meeting.
   2. Pre-construction meeting.
   3. Regular job-site meetings.

E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
   1. Provide containers as required.
   2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
   3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.

F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.

G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.

H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.

I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION 01 73 20

SECTION 01 78 00 CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Closeout procedures.

B. Quality assurance.

C. Maintenance service.

D. Operations and maintenance manuals.

E. Materials and finishes manuals.

F. Equipment and systems manuals.

G. Spare parts and maintenance materials.

H. Product warranties and product bonds.

I. Project Record documents.

1.2 CLOSEOUT PROCEDURES

A. Submit a written certification that the Contract Documents have been reviewed, the Work has been inspected, and that the Work is complete in accordance with the Contract Documents and is ready for the Owner's review.

B. Provide submittals to Design Agent that are required by governing or other authorities, including abatement invoices correctly prepared as proscribed in the abatement plan. Failure to include correctly prepared abatement invoices will delay issuing of final payment.

C. Provide submittals to Design Agent that are required by the governing or other authorities, including the following closeout documents:
1. AIA Document G706 - Contractor's Affidavit of Payment of Debts and Claims
2. AIA Document G706A - Contractor's Affidavit of Release of Liens
3. AIA Document G707 - Consent of Surety to Final payment

D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

E. The Owner will occupy all portions of the building after Substantial Completion as specified in Section 01 10 00.

F. Cooperate with Design Agent and Owner in completing the information required by the Project Close- out spreadsheet, attached to this Section as Attachment A.

1.3 QUALITY ASSURANCE

A. Employ personnel assembling submittals experienced in the maintenance and the

operation of the described products and systems.

1.4 MAINTENANCE SERVICE

A. Submit a contract for furnishing service and maintenance of the components indicated in the specification Sections for one year from date of Substantial Completion, or during the warranty period, whichever period of time is the longest.

B. Provide for an examination of the system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

C. Include a systematic cleaning, examination, adjustment, and lubrication of the components. Repair or replace the parts whenever required. Use the parts produced by the manufacturer of the original component.

D. Do not assign or transfer the maintenance service to an agent or Subcontractor without the prior written consent of the Owner.

1.5 OWNER'S MANUALS

A. Submit the data for Operations and Maintenance, Materials and Finishes, and Equipment and Systems Manuals bound in 8-1/2 x 11 inch text pages, in minimum 2 inch size three D side ring commercial quality binders with durable cleanable plastic covers.

B. Prepare binder covers with the printed title of the manual, title of the project, and the subject matter of binder. Label each spine with the following: Building, project or facility name, project number, submission date.

C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

D. Drawings: Provide with reinforced punched binder tab. Bind in with the text; fold the larger drawings to the size of the text pages.

E. Submit two copies of a preliminary draft of the proposed formats and outline of the contents before the start of work. The Design Agent and its consultants will review drafts and return one copy with comments.

F. Submit one copy of the completed volumes 15 days prior to final inspection for final review. This copy will be reviewed and returned after final inspection, with the Design Agent's comments. Revise the content of the document sets as required prior to final submission.

G. Submit three sets of revised final volumes plus electronic copy in final form within ten days after final inspection.

1.6 OPERATIONS AND MAINTENANCE MANUALS

A. Contents: Prepare the Table of Contents for each volume, with each product or system description identified, in three parts as follows:
   1. **Part 1:** Directory, listing the names, addresses, and telephone numbers of the Design Agent, its Consultants, Contractor, Subcontractors, and major equipment suppliers.

2. **Part 2:** Operation and maintenance instructions, arranged by system and subdivided by the specification Section. For each category, identify the names, addresses, and telephone numbers of the Subcontractors and suppliers. Identify the following:
   a. Significant design criteria.
   b. List of equipment.
   c. Parts list for each component.
   d. Operating instructions.
   e. Maintenance instructions for equipment and systems.
   f. Maintenance instructions for [special] finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
3. **Part 3:** Project documents and certificates, including the following:
   a. Shop drawings and product data.
   b. Air and water balance reports.
   c. Certificates.
   d. Originals of warranties and bonds.
4. **Part 4:** Scan entire manual and provide 3 copies on disc in electronic PDF format.

1.7 MATERIALS AND FINISHES MANUALS

A. Building Products, Applied Materials, and Finishes: Include product data, with the catalog number, size, composition, and the color and texture designations. Include information for re-ordering custom manufactured products.

B. Instruction for Care and Maintenance: include manufacturer's instructions for cleaning agents and methods, precautions against detrimental agents and methods, and a recommended schedule for cleaning and maintenance.

C. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.

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

E. Include a listing in the Table of Contents for design data, with a tabbed flysheet and a space for the insertion of data.

1.8 EQUIPMENT AND SYSTEMS MANUALS

A. For equipment, or component parts of equipment put into service during construction and operated by the Owner, submit documents within 10 days after acceptance.

B. Each Item of Equipment and Each System: Include a description of the unit or system, and the component parts. Identify the function, normal operating characteristics, and limiting conditions. Include performance curves, with priming data and tests, and complete nomenclature and model number of replaceable parts.

C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.

D. Include color-coded wiring diagrams as installed.

E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions

and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and special operating instructions.

F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

G. Include a servicing and lubricating schedule, and a list of lubricants required.

H. Include the manufacturer's printed operation and maintenance instructions.

I. Include sequence of operation by the controls manufacturer.

J. Include the original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

K. Include control diagrams by the controls manufacturer as installed.

L. Include the Contractor's coordination drawings, with color-coded piping diagrams as installed.

M. Include charts of valve tag numbers, with the location and function of each valve, keyed to the flow and control diagrams.

N. Include a list of the original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

O. Include test and balancing reports as specified in Section 01 40 00.

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

1.9 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Furnish spare parts, maintenance, and extra products (attic stock) in the quantities specified in the individual specification Sections.

B. Deliver to the Project site and place in a location as directed by the Owner; obtain a receipt prior to final payment.

1.10 PRODUCT WARRANTIES AND PRODUCT BONDS

A. Obtain warranties and bonds executed in duplicate by the responsible subcontractors, suppliers, and manufacturers, within 10 days after the completion of the applicable item of work.

B. Execute and assemble the transferable warranty documents and bonds from the subcontractors, suppliers, and manufacturers.

C. Verify that the documents are in the proper form, contain full information, and are notarized.

D. Co-execute the submittals when required.

E. Include in the Operations and Maintenance Manuals within the appropriate material specification section.

F. Submit prior to the final Application for Payment. For items of Work for which acceptance is delayed beyond the Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty or bond period.

1.11 PROJECT RECORD DOCUMENTS

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

B. Ensure the entries are complete and accurate, enabling future reference by the Owner.

C. Store the record documents separate from the documents used for construction.

D. Record information concurrent with the construction progress, not less than weekly.

E. Specifications: Legibly mark and record at each product Section description of the actual products installed, including the following:
1. Manufacturer's name and product model and number.
2. Product substitutions or alternates utilized.
3. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record the actual construction including:
1. Measured horizontal and vertical locations of the underground utilities and appurtenances, referenced to permanent surface improvements. Include the locations and description of any existing utility lines and other existing installations of any kind or description encountered during construction. Note all changes in size, material, location, and elevation of all new or abandoned underground utility lines and pertinent work, including site grading. Document topography and drainage changes. Show the location of all valves, manholes, etc. and include dimensions to permanent features such as building corners. Note direction of each new valve opening. Show clearances between new utilities and existing crossed lines. Locate all bends, thrust blocks, and other restraints.
2. The placement, size, and type of any fire extinguishers.
3. Measured locations of internal utilities and appurtenances concealed in the construction.
4. Field changes of dimension and detail.
5. Details not on the original Contract drawings.

G. Legibly marked Specifications, and legibly marked Record Drawings and Shop Drawings shall constitute the Project Record Documents in paper form.

H. At completion of the Work of the Contract, the Contractor shall retain competent drafting personnel to transfer the information from the Project Record Documents in paper form to editable electronic formats to create “As-Built” Documents on base files provided by the Design Agent. The record construction drawings shall be produced in both AutoCAD format plus a record PDF copy of each drawing. AutoCAD files shall include all XREF, font, image, shape, and plot files. PDF files shall be saved full sheet size. The record Project Manual shall be in Microsoft Word form plus a record

PDF of the entire manual. The electronic media containing this information will constitute the Project Record Documents in digital form, sometimes referred to as the "As-Built" Documents. Acceptable media are write-protected CD-R format discs or flash drives. Submit one full size printed set of drawings and specifications on 20 lb. white bond made from the As-Built files in addition to the electronic media.

I. Associated materials including but not limited to the following are also required to be submitted at project close-out: shop drawings and cut sheets, RFIs, correspondence and meeting minutes, construction progress photographs, certificates including Final Certificate of Occupancy, boiler and elevator certificates, easement rights, National Grid Rebate Applications, test and inspection documentation including fire test data, asbestos abatement plans and manifests. These materials may be submitted in either paper or PDF digital format, organized by specification number, and clearly labeled. If paper copies are submitted, each box must be clearly labeled as to specific contents.

J. If the project required geotechnical, archeological, or other miscellaneous studies or other reports, these shall also be submitted as Record Document in either paper or digital format.

K. Labeling: In all cases, paper or digital submissions must contain the following information: Building, project or facility name, Project number, submission date, and specific content index.

L. No review or receipt of Project Record Documents by the Design Agent or the Owner shall be interpreted as a waiver of any deviation from the Contract Documents or Shop Drawings, or in any way relieve the Contractor from responsibility to perform the Work in accordance with the Contract Documents and the Shop Drawings.

M. Update the on-site Project Record Documents on a regular basis. Monthly payments will not be processed if Project Record Documents are not maintained up to date.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01 78 00

SECTION 28 00 00 - ELECTRONIC SAFETY AND SECURITY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. This document covers the general requirements for work to be performed to provide electronic security and surveillance.

2. The contents of this document, along with related drawings and other documentary material are critical to the security of this project and DCAMM (Owner), and shall remain secure and confidential.

a. Confidential information shall not be deliberately or inadvertently disclosed to anyone other than the Security Contractor's personnel and Security Subcontractors who require disclosure to perform their portion of the work.

b. This confidential information shall be tracked to ensure that copies are accounted for and properly destroyed when no longer needed to perform the work.

B. DCAMM seeks qualified vendors to provide proposals for the replacement of the Capitol Hill Wireless Mesh network. The vendor will provide a complete turnkey system including provision of electronics – transmitters/receivers, infrastructure – poles, power and wiring as well as programming, configuration and training on the system.

2.1 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

2.2 REFERENCES

A. The communication equipment and accessories shall be installed in accordance with all applicable national, state, provincial, regional and local codes and standards, including, but not limited to the most current issue of the following publications, including all amendments thereto of the issue that is current on the date of the contract award. Where conflicts exist between the Contract Documents and the referenced publications, local codes shall govern. All equipment shall be U.L. listed or meet U.L. requirements for its intended use. Applicable requirements of the following publications shall apply to the work under this specification as if fully written herein.

1. Federal, State, and Local codes, regulations and ordinances

2. NFPA 101: Life Safety Code

3. NFPA 70: National Fire Protection Association

4. NFPA 72: National Fire Alarm Code

5. NFPA 730: Guide for Premises Security

6. NFPA 731: Standard for the Installation of Electronic Premises Security

7. National Electric Code (NEC), latest edition

8. Applicable Building Code, latest editions

9. Occupational Health and Safety Act (OSHA)

10. Americans with Disabilities Act (ADA)
11. Local Governing Authorities Having Jurisdiction
12. Underwriters Laboratories (UL) Applicable Standards for Safety
13. Underwriters Laboratories (UL) Applicable Standards for Proprietary Security Systems
14. National, State, Provincial, Regional and Municipal Building Codes and all other Authorities having Jurisdiction
15. Institute of Electrical and Electronics Engineers (IEEE) Applicable Standards
16. Telecommunications Industry Association (TIA) Applicable Standards
17. International Organization for Standards (ISO): ISO 9001 - Quality Management Systems – Requirements.

3.1 SCOPE OF WORK

A. The Contractor shall install a wireless mesh system for the Capitol Hill area. The wireless mesh shall be used to link both the gate operators (access control) and video cameras (video management system) to the DoIT network. The mesh network shall include the following:

1. The Contractor shall provide eight (8) 2.5Gbps 60 Hz High Capacity radios for the vehicle barrier gates, as shown on the contract drawings.
2. The Contractor shall provide eight (8) fifteen-foot poles to support the mounting of these radios. The contractor shall include the poles, foundations/footing and any excavation/patching required to install the poles as part of their priced proposal.
3. The Contractor shall provide three (3) main mesh units to support the radios for the gate mesh system. These units shall be mounted on the Powers Building, State House and DOT buildings. Exact locations shall be field verified and coordinated with DCAMM.
4. The Contractor shall provide all necessary infrastructure, including power, conduit and cables to connect these mesh units to the DoIT network. Network cable from the mesh units shall be routed to the nearest IDF room in the respective building.
5. The Contractor shall provide nine (9) 2.5Gbps 60 Hz High Capacity radios for the video mesh network, as shown on the contract drawings.
6. The Contractor shall locate these radios on the existing poles that support the current wireless mesh network.
7. Existing electrical infrastructure at the pole locations will be reused for the new radios.
8. The Contractor shall include all materials and equipment, including lifts, to provide a complete, turn-key solution to DCAMM.
9. The Contractor shall remove the existing wireless mesh network components and return to DCAMM.
10. The Contractor shall self-perform the following scope of work:
    a. Furnish and install all systems as shown in the RFP.
    b. Provide all cable, cabling, wiring, and installation
    c. Provide all head end and field terminations.

d. Provide 1 year warranty (both material and labor) on all new equipment, cable and installation.

e. Provide testing and re-tests as required to address all deficient/nonfunctional items found during the tests.

3.2 DESCRIPTION OF WORK

A. General Requirements

1. The Contractor shall perform an RF survey of the proposed locations to receive wireless mesh radios. The Security Contractor shall provide the results of the survey to DCAMM and identify any areas that may have diminished communication capability.

2. The work shall be in two phases – Phase 1 – State House and Lower Legislative Lot, Phase 2 – Remainder of Surface Lots, Powers Building and DOT Building

3. The Contractor shall provide proposed locations for the fifteen-foot poles to support the line of site requirement for the gate mesh network.

4. Furnish all labor, materials, tools, equipment, and services for a complete security system as indicated and in accordance with provisions of the contract documents.

5. Attend meetings with Project Stakeholders including DCAMM, DoIT and other parties.

6. Provide 120VAC power as required of the system. Comply with the National Electrical Code for all cable and conduit installation requirements.

7. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, and devices incidental to or necessary for a sound, secure and complete installation.

8. Comply with the provisions of Division 1 for General Requirements.

9. In the event of a conflict between the provisions of this Section and Division 1, the more stringent provisions will apply.

10. All system devices and components included will be compatible.

11. Units of the same type of equipment will be products of a single manufacturer. All material and equipment will be new and currently in production. Each major component of equipment will have the manufacturer's model and serial number in a conspicuous place.

B. The Work of this Section is shown on the following Drawings:

1. Security Drawings

2. Security Specifications

3. Electrical / Mechanical / Telecommunications specifications and as built plans.

3.3 SYSTEM DESCRIPTION

A. General: Capitol Hill Wireless Mesh Network Upgrade.

1. The communication system and components will be provided as indicated in the Contract Drawings.

3.4 SYSTEM DESIGN

A. Provide radios and POE switches, zone expanders as indicated in the Contract Drawings:

B. Provide mesh nodes as indicated in the Contract Drawings:

C. Provide poles for the gate wireless mesh radios as indicated in the Contract Drawings

D. The Contractor shall include:

1. All system programming of the access control/card access system.
2. All system programming of the Video surveillance system.
3. IP address assignment for all new Security system devices.
4. address assignment and coordination to connect to the State's network.
5. Complete Systems operator training for onsite personnel.
6. An engineered per-point wiring diagram showing each security device with corresponding location will be provided to the bidder for installation.

3.5 SUBMITTALS

A. Product Data: Manufacturer's data sheets on each product to be used, including.

1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.

B. Shop Drawings: Submit the following:

1. Wiring Diagrams: Indicate wiring for each item of equipment and interconnections between items of equipment.
2. Include manufacturer's names, model numbers, ratings, power requirements, equipment layout, device arrangement, complete wiring point-to-point diagrams, and conduit layouts.

C. Installation and Operation Manuals:

1. Submit manufacturer's installation and operation manual, including operation instructions and component wiring diagrams.
2. Provide detailed information required for Owner to properly operate equipment.

D. Warranty: Submit manufacturer's standard warranty.

3.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: ISO 9001:2008 certified company.

B. Installer Qualifications: Minimum 2 years-experience installing similar equipment and manufacturer's certification is recommended.

3.7 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

B. Storage: Store materials in clean, dry area indoors in accordance with manufacturer's instructions.

C. Handling: Protect materials during handling and installation to prevent damage.

3.8 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

3.9 MANUFACTURERS

A. Acceptable Manufacturers

1. Ignitenet
2. Fluidmesh

3.10 EXECUTION

3.10.1 EXAMINATION

A. Examine areas to receive video and access control communication system.

B. Notify Owner of conditions that would adversely affect installation or subsequent use.

C. Do not begin installation until unacceptable conditions are corrected.

3.10.2 INSTALLATION

A. Install video security communication system in accordance with manufacturer's instructions at locations indicated on the Drawings.

B. Mount equipment plumb, level, square, and secure.

C. Cables:

1. Run cables from and homerun to one central location where the control unit will be installed.
2. Maintain twists of cable pairs to point of termination or no more than 0.5 inch (13 mm) untwisted.
3. Do not remove more than 1 inch (25 mm) of jacket when terminating cables.
4. Cable Bends:
   a. Make gradual bends of cable, where necessary.
   b. Do not make bends of cable sharper than 1-inch (25 mm) radius.
   c. Do not allow cable to be sharply bent or kinked at any time.
5. Cable Ties: Dress cables neatly with cable ties using low to moderate pressure.
6. Do not splice or bridge cables.
7. Cable Pulling:
   a. Pull cable with low to moderate force.
   b. Do not use oil or other lubricants not specifically designed for cable pulling.
8. Keep cables as far away from potential sources of EMI as possible.
9. Do not tie cables to electrical conduits or lay cables on electrical fixtures.
10. Cable Supports:
    a. Install proper cable supports a maximum of 5 feet (1524 mm) apart.

b. Do not support cables by ceiling tiles.

11. Label Cable Termination Points: Use unique number for each cable segment.

12. Testing Cables: Test installed cable segments with cable tester.

13. Jacks: Install jacks to prevent dust and other contaminants from settling on contacts.

14. Cable Slack:

a. Leave extra slack on cables, neatly coiled-up in ceiling or nearest concealed place.

15. Do not install cables taught.

16. Grommets: Protect cables with grommets where passing through metal studs or other items that could damage cables.

17. Do not mix TIA/EIA 568A and 568B wiring on same installation. Use TIA/EIA 568B wiring throughout installation.

18. Staples:

a. Do not use staples that crimp cables tightly.

b. Do not use T-18 and T-25 cable staples.

19. Use firestopping for cables that penetrate firewalls.

20. Use plenum-rated cables where mandated.

3.10.3 ADJUSTING

A. Adjust integrated security and communication system for proper operation in accordance with manufacturer's instructions.

3.10.4 DEMONSTRATION AND TRAINING

A. Demonstration:

1. Demonstrate that integrated security and communication system functions properly.

2. Perform demonstration at final system inspection by qualified representative of manufacturer.

B. Instruction and Training:

1. Provide instruction and training of Owner's personnel as required for operation of integrated security and communication system.

2. Provide hands-on demonstration of operation of system components and complete system, including user-level program changes and functions.

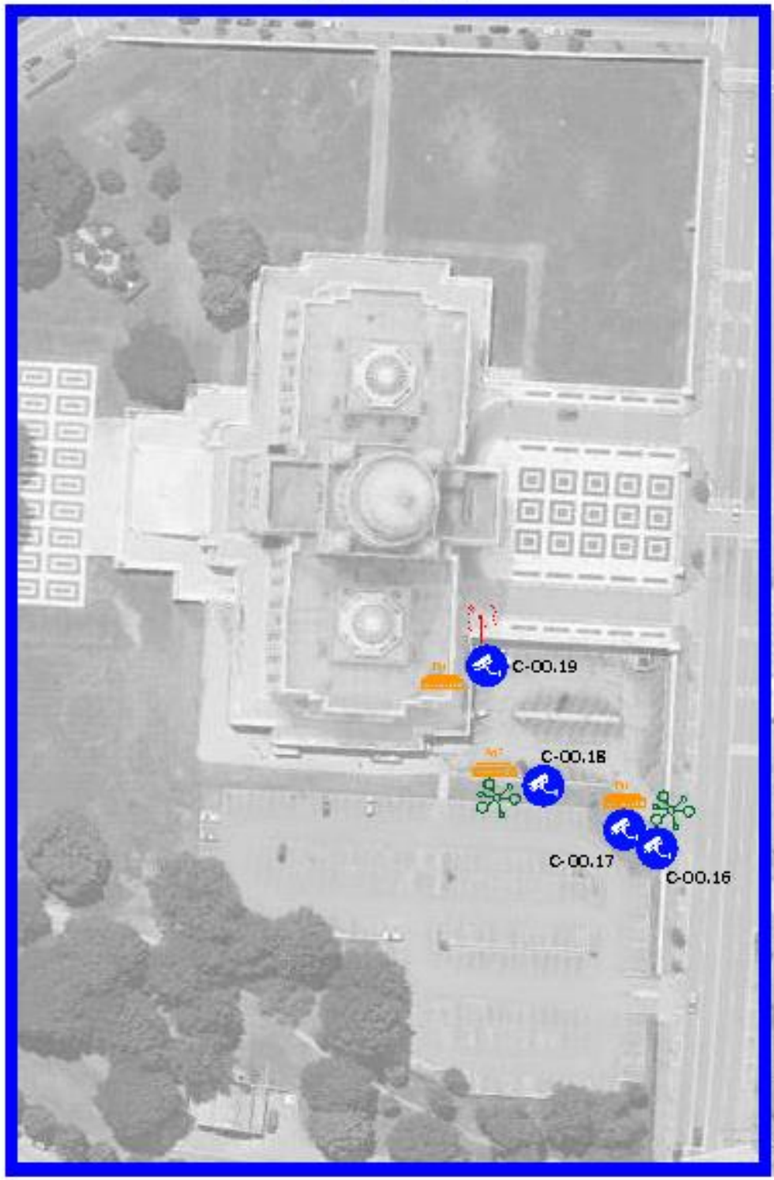
3. Provide instruction and training by qualified representative of manufacturer.

3.11 PROTECTION

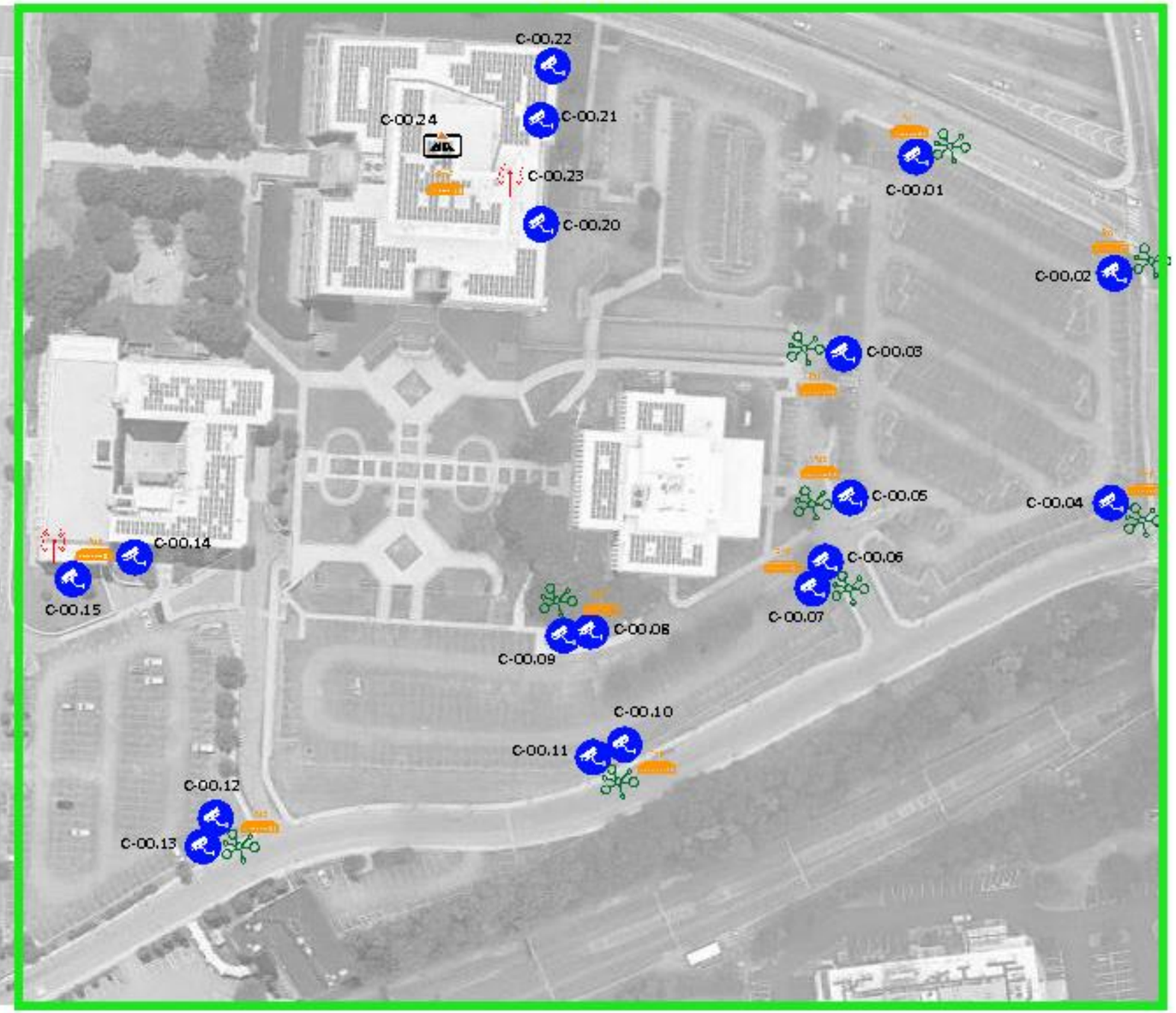
A. Protect installed integrated security and communication system from damage during construction.

END OF SECTION 28 00 00

PHASE 1
SCOPE OF WORK



PHASE 2
SCOPE OF WORK



LEGEND

- FIXED CAMERA
- MESH ACCESS POINT
- ROOT ACCESS POINT
- SWITCH POE
- ZONE DIRECTOR

GOOD HARBOR TECHMARK

DESIGN PHASE	WIRELESS MESH DESIGN
DATE	MARCH 16, 2020
SITE	CAPITOL HILL

SHEET NAME
CAPITOL HILL MESH

SHEET NUMBER
SE-MESH-100

PROPRIETARY AND CONFIDENTIAL

SECTION 28 50 01 – DISTRIBUTED ANTENNA SYSTEM (DAS)

PART 1 - GENERAL

1.1 SUMMARY

A. The Rhode Island Department of Capital Asset Management and Maintenance – DCAMM (Owner) is seeking a Contractor/Service Provider to provide a complete and fully functioning distributed antenna system (DAS) including equipment, installation, support, and maintenance.

B. The Contractor shall be fully responsible for supporting and maintaining DAS.

C. The DAS shall meet the all coverage and capacity requirements for the Powers Building Garage. The coverage shall be continuous throughout each level of the parking areas and stairwell.

D. Contractor shall provide all detailed coordination of antenna placement for approval by the Owner.

E. The term "provide" used throughout this specification and drawings shall mean "furnish, install, test, certify, support, and maintain".

F. Coordinate project schedule, installation schedule, phasing and any other requirements deemed necessary with the Owner and all necessary Trades to ensure successful completion of work.

G. This specification is not intended to contain proprietary information or requirements based on any specific manufacturer or system. Any proprietary information included in this specification is unintentional.

H. This specification is intended to establish the minimum performance criteria requirements for the distributed antenna system (DAS). The contractor shall coordinate all system and performance requirements and criteria with all DAS users to ensure signal strength, coverage, capacity, and other requirements are all maintained.

I. This specification outlines general wireless requirements for implementing a DAS used for supporting applications such as cellular telephones and two-way public safety (police/fire/EMS radios).

J. The Contractor will coordinate all Public Safety frequencies, preferred manufacturer make/model, antennas, equipment, power conditions with the Owner.

K. Design, furnish, install, and configure a turnkey DAS, wireless carrier interfaces, two-way radio head-end equipment, and system management and monitoring software. Work shall include all necessary fiber optic backbone, distributed antenna system components and installation thereof required including raceway, cable, cable terminals, transceivers/media converters, amplifiers, equipment, fireproofing, fire suppression, etc. for a fully operational and functional DAS.

L. The distributed antenna system (DAS) scope of work shall be for a complete and fully functioning DAS system including but not limited to wireless surveys, technical design, procurement, installation, cellular carrier coordination, and full support and maintenance of system. These elements of this scope shall include all necessary components and infrastructure such as DAS head-end, fiber optic backbone, remote units, antennas, antenna cables, horizontal raceway, and miscellaneous power distribution.

M. The DAS shall include a real time management and monitoring software control system. This control system shall be set up and fully configured and monitored offsite in real-time 24-hours per day.

N. This work shall include onsite wireless/RF surveys, virtual antenna placement, physical design of DAS, submittals, equipment, and installation.

O. An onsite wireless/RF survey shall be provided to establish existing signal strengths and potential interfering sources. This study shall be completed on all levels and areas and as

necessary to finalize locations of antennas as well as validate signal strength and coverage after installation and during commissioning.

P. The DAS wireless coverage and signal strength shall be field-tested and verified, certified, and guaranteed upon installation against design requirements.

Q. The DAS shall support major national and local Cellular Carriers including AT&T, Sprint, T-Mobile/MetroPCS, and Verizon Wireless and 800MHz and 450MHz Public Safety.

R. The Contractor shall provide, furnish, and install the required vertical and horizontal raceways and cabling required for the DAS.

S. Placement of all equipment including antennas, cable, and electronics shall be coordinated with the Owner to ensure neat and functioning installation.

T. The installation of the distributed antenna system shall comply with all local building codes, and applicable rules and regulations of the authority having jurisdiction (AHJ), FCC, BICSI, EIA, IEEE, NEC, TIA, UL, and other industry standards, codes, and methods.

U. Provide a dedicated fiber optic backbone to support the DAS from the DAS Head-end to remote units and/or intermediate communications room.

1. All infrastructure shall be provided as part of this work including but not limited to raceway, cable, cable terminals, room fit-out, etc. unless noted otherwise in this specification and drawings.
2. Horizontal cables between the head end and the antennas.
3. Cable terminations and terminals including but not limited to wiring panels/blocks, patch panels, fiber optic terminals and panels, and outlets/jacks.
4. Patch cords, jumper cables, and cross-connect cables to interconnect wiring terminals, antennas, and electronic equipment.
5. Fire stopping as required.
6. Testing of system, components, and infrastructure as noted by specification, drawings, and applicable industry standards.
7. Labeling of all system equipment, components, hardware, cable, and terminations with mechanically printed labels.
8. Preparation and submission of product data, shop drawings, testing reports, as-built drawings, and cabling documentation as required in this specification.
9. Construction and Installation warranties.
10. Manufacturer components, channel and solutions warranties.
11. Installation and testing of all system and components.
12. Onsite administrative and user training (as applicable).
13. Manufacturer training of components (as applicable).
14. Preparation of maintenance plan recommended by system Manufacturer.
15. Spare parts for immediate onsite maintenance.

1.2 ACRONYMS AND ABBREVIATIONS

A. Provided below is a general list of typical acronyms and abbreviations:

1. 2G: Second Generation mobile telecommunications
2. 3G: Third Generation mobile telecommunications
3. 4G: Fourth Generation mobile telecommunications
4. AHJ: Authority Having Jurisdiction
5. AMPS: Advanced Mobile Phone Service
6. ARPU: Average Revenue Per User
7. BICSI: Building Industry Consulting Services International
8. BTS : Base Transceiver Station
9. CDMA: Code Division Multiple Access
10. DAS: Distributed Antenna System
11. FCC: Federal Communications Commission
12. GSM: Global System for Mobile Communications

13. iDEN: Integrated Digital Enhanced Network
14. IEEE: Institute of Electrical and Electronics Engineers
15. LMR/SMR: Land Mobile Radio/Specialized Mobile Radio
16. LTE: Long Term Evolution mobile broadband telecommunications
17. MIMO: Multiple Input / Multiple Output
18. NEC: National Electrical Code
19. PCS: Personal Communications Service
20. PoE: Power over Ethernet
21. POI: Point of interface
22. PSTN: Public Switched Telephone Network land based telecommunications providers
23. Telephone Company.
24. RF: Radio Frequency
25. SHF: Super High Frequency (3-30 GHz)
26. TDMA: Time Division Multiple Access
27. UHF: Ultra High Frequency (300-3000 MHz)
28. VHF: Very High Frequency (30-300 MHz)
29. WCDMA: Wideband Code Division Multiple Access
30. WiMAX: Worldwide Interoperability for Microwave Access
31. WLL: Wireless Local Loop

1.3 SUBMITTALS

A. General Description and Requirements:

1. Within 15 days after award of contract or as dictated by the construction schedule (whichever period of time is shorter), the Contractor shall submit prefabrication submittals consisting of product data and shop drawings for approval. Partial submittals will not be accepted without prior written approval from the Owner Representative.
2. Review of the Prefabrication Submittals by the Owner Representative is for purposes of tracking the work and contract administration and does not relieve the Contractor of responsibility for any deviation from the Contract Documents, or from providing equipment and/or services required by the Contract Documents which were omitted from the prefabrication submittals.
3. No portion of the project shall commence nor shall any equipment be procured until the prefabrication submittals have been approved in writing by the Owner and Owner Representative.
4. Prefabrication submittals shall be accompanied by a letter of transmittal identifying the name of the project, Contractor's name, date submitted for review, and a list of items transmitted.

B. Product Data: The DAS Product Data Submittal shall be submitted for review and approval by Owner prior to starting any work. Information shall include detailed manufacturer's specifications for each component to be installed. Submittal shall include a list every component with Manufacturer’s part numbers referenced, and, if available, Manufacturer data sheets with features, options, ratings, and performance. Product numbers and options to be used shall be highlighted with color marker.

1. Component List: Provide complete submittal component list at the beginning of the submittal package. Component list shall identify each component name, manufacturer, and specific product/part number. All part numbers shall clearly indicate special options, color, accessories, etc.
2. Cut-Sheets: Submit manufacturer’s cut-sheets on all components listed within this specification and corresponding appendix. All components and parts being used

shall be highlighted in color or clearly underlined on cut-sheets to distinguish specific product/part numbers, options, colors, accessories, etc.

3. Product Substitutions: This specification is intended to be performance based, thus requirements and products noted are benchmarks.
4. Schedule: A detailed completion schedule shall be submitted with the prefabrication submittals.
5. Warranty Information: Provide all warranty information as described in this specification section for review and approval.
6. Product Certificates: Signed by manufacturers of systems certifying that products furnished comply with requirements.
7. Installer Certificates: Provide manufacturer certification signed by manufacturer certifying that installers have been trained to install all components of the system and comply with manufacturer's requirements.

C. Coordination Data: A detailed equipment and component schedule with supporting manufacturer cut-sheets shall be developed for all components and equipment for architectural, engineering, and construction coordination. These documents shall include electrical requirements (volts, phase, amps, power consumption, receptacle configuration, etc.), UPS requirements, heat dissipation, temperature operating range, target operating temperature, physical equipment sizes (LxWxH, rack units, racks, cabinets, panels, etc.).

D. Shop Drawings: The DAS Shop Drawings shall be submitted for each "construction phase configuration" and "final configuration" prior to starting any work for review and approval by Owner and Manager. Additionally, Shop Drawings shall be used for coordination with Manager and Trades by this installer. Information shall include all drawings necessary to present installation intent including plans, enlarged plans, elevations, sections, details, and interface to other work or systems.

1. Legend Sheet: Provide drawings including descriptions of all abbreviations and symbols.
2. One-Line Diagrams: Provide drawings that indicate backbone and horizontal cable infrastructure, antennas, and all equipment. Drawings shall include relevant information such as room numbers, panel numbers, cable and raceway requirements.

E. As-Built Drawings: The DAS As-Built Drawings shall be submitted to Owner after completing work. As-Built Drawings shall indicate final installation of system. Information shall include all drawings necessary to present final installation intent including plans, enlarged plans, elevations, sections, details, and interface to other work or systems.

1. Legend Sheet: Provide drawings including descriptions of all abbreviations and symbols.
2. One-Line Diagrams: Provide drawings that indicate backbone and horizontal cable infrastructure, antennas, and all equipment. Drawings shall include relevant information such as room numbers, panel numbers, cable and raceway requirements.
3. Labeling: Provided documentation of all labeling schemes for conduit, back-boxes, junction boxes, antennas, panels, cable, terminations, patch panels, cross-connects, patch panels, etc.
4. Test Results: Provide all final RF test results in a table or matrix as well graphically on plan drawings. Test results shall indicate the signal strengths and interference levels (signal-to-noise, Db/No, or equivalent).

F. Field Test Reports: Indicate and interpret test results for compliance with performance requirements of installed systems.

G. Commissioning:

1. Check-List: Contractor shall create and submit a detailed checklist for commissioning system equipment and components. The list shall be submitted for Owner review. System commission shall include the following categories.
2. Procured Components Validation
3. Physical Installation and Location
4. Equipment Connectivity and Inter-Connectivity
5. System Setup and Operation
6. Wireless Surveys
7. Testing

H. Report: The Contractor shall complete commissioning of the system and issue a final report. Commissioning shall be performed upon completion of system, and after its testing and retuning. Report shall be completed and finalized by the Contractor prior to system acceptance by Owner. A formal report shall be generated that includes sign-off and notes of all checklist items.

I. Maintenance Information: The Contractor shall provide Maintenance Manuals for the DAS equipment and components. Maintenance information shall include the following:
1. Detailed operating instructions under both normal and extraordinary conditions.
2. Routine maintenance requirements for system components.
3. Lists of spare parts and replacement components recommended for storage at the site for ready access.

J. Warranties: The Contractor shall fully warranty and provide necessary maintenance on all parts, components, and labor for the entire duration of the DAS agreement with Owner. Warranty period shall start based on acceptance by Owner.

K. Documentation: All documents submitted by Contractor including product data, submittals, as-built, test results, drawings, reports, etc. shall be provided in electronic (pdf) and paper format.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: The installation supervisor for both installation and maintenance of units required for this Project must be an experienced installer who is an authorized representative of the DAS manufacturer.
1. Contractors shall have at least five (5) years of successful installation experience with projects utilizing wireless systems including DAS.
2. The Contractor shall have a fully staffed office with technical installations support personnel within 30 miles of the project.
3. The company shall be a certified installer of the DAS manufacturer, and shall provide a 1year warranty on installation/applications.

B. Manufacturer and Product Qualifications
1. Provided products shall come from manufacturers regularly engaged in the production of DAS and wireless systems.
2. Provide products from manufacturers whose products of similar types, capacities, and characteristics have been in satisfactory use in similar projects for not less than five (5) years.

C. Products and Substitutions: Other manufacturers' products complying with requirements may be considered. All manufacturer solutions, products components and/or substitutions shall be submitted at bid time for review and acceptance by Owner.

D. Alternates: All alternates requested or proposed by the Contractor shall be submitted at bid time for review and acceptance by Owner.

E. Electrical Components, Devices, and Accessories: These shall be listed and labeled as defined in NFPA 70, NEC, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use. All materials shall be Underwriters Laboratories (UL) Listed unless otherwise noted or required by AHJ.

1.5 CODES AND STANDARDS

A. All work including materials and installation shall conform to all applicable sections of currently adopted editions of the codes and standards listed below or the codes, standards and specifications published by the organizations listed below:

1. Uniform Building Code (UBC).
2. State and local codes.
3. ANSI: American National Standards Institute (ANSI).
4. ANSI/EIA/TIA-526: Standard Test Procedures for Fiber Optic Systems.
5. ANSI/EIA/TIA-568-C: Commercial Building Telecommunications Cabling Standard.
6. ANSI/EIA/TIA-569-A: Commercial Building Standard for Telecommunications Pathways and Spaces.
7. ANSI/EIA/TIA-606A: Administrative Standard for Commercial Telecommunications.
8. ANSI/EIA/TIA-607: Commercial Building Grounding and Bonding Requirements for Telecommunications.
9. ASTM: American Society for Testing and Materials
10. BICSI TDM Telecommunications Distribution Methods Manual (current edition).
11. BICSI Wireless Design Reference Manual (current).
12. EIA/TIA TSB67: Transmission Performance Specifications for Field Testing of Unshielded Twisted-Pair Cabling.
13. Federal Specification Compliance: Comply with applicable requirements of FS W-C 586, “Electrical Cast Metal Conduit Outlet Boxes, Bodies, and Entrance Caps.”
14. ICEA: Insulated Cable Engineers Association
15. IEEE: Applicable requirements and recommended installation practices of IEEE Standards 80, 81, 141 and 142 pertaining to grounding and bonding of systems, circuits and equipment.
16. IEEE-802.11 a, b, g, n: Wireless Local Area Networks
17. IEEE-802.3: 10Mb/s, 100Mb/s, 1Gb/s, and 10Gb/s Ethernet Standards as applicable based on media types (twisted pair copper, fiber optics, etc.)
18. IEEE-802.3ak: 10Gb/s Ethernet (evolving copper standard).
19. IEEE-802.3af: Power-over-Ethernet (PoE).
20. IEEE-1100-1999: Recommended Practice for Powering and Grounding Sensitive Electronic Equipment.
21. IEEE-141: Comply with applicable requirements for installation of cable tray systems.
22. IEEE-241: Recommended Practice for Electric Power Systems in Commercial Buildings.
23. ISO/IEC 11801: International Standard on Information Technology – Generic Cabling of Customer Premises.
24. NEC: Applicable local electrical code requirements of the authority having jurisdiction, and the NEC as applicable to electrical boxes and fittings, cable tray systems, and grounding and bonding, pertaining to systems, circuits and equipment.
25. NESC: National Electrical Safety Code
26. NEMA: Applicable requirements of NEMA Stds/Pub No.’s OS1, OS2 and PUB 250 pertaining to raceways, outlet and device boxes, covers, and box supports.
27. NEMA: NEMA Stds/Pub No. VE 1 “Cable Tray Systems”
28. NFPA-70/NEC: National Electrical Code.
29. NFPA-70B: “Recommended Practice for Electrical Equipment Maintenance” pertaining to installation of cable tray systems.

30. UL Compliance.
31. UL Compliance: Applicable requirements of UL 50, UL 514-series, and UL 886 pertaining to electrical boxes and fittings.
32. UL Compliance: Applicable requirements of UL Standards No.'s 467, Electrical Grounding and Bonding Equipment", and 869 "Electrical Service Equipment", pertaining to grounding and bonding of systems, circuits and equipment. In addition, comply with UL Std 486A, "Wire Connectors and soldering Lugs for Use with Copper Conductors." Provide grounding and bonding products which are UL-listed and labeled for their intended usage.

B. Where there is a conflict between the code and the contract documents, the code shall have precedence only when it is more stringent than the contract documents. Items that are allowed by the code but are less stringent than those specified on the contract shall not be substituted.

1.6 PROJECT CONDITIONS

A. System components and equipment shall be rated for the environments where installed. Normal temperature range requirements for each area within the project will be identified per the following categories noted below.
1. Exterior Areas: -20 to +140°F (-29 to +60°C)
2. Interior Areas-Seasonal: +32 to +104°F (0 to +40°C)
3. Interior Areas-Temp Controlled: Typ. 72°F (22.2°C) but range over +50 to +104°F (+10 to +40°C)
4. Riser Shafts: -20 to +140°F (-29 to +60°C)
5. Communication Rooms: Typ. 69°F (20.5°C) but range over +32 to +104°F (+0 to +60°C)

1.7 DELIVERY, STORAGE, AND HANDLING

A. Equipment and components shall be delivered in factory-fabricated containers or wrappings, which properly protect equipment from damage.

B. Equipment and components shall be handled carefully to prevent damage including but not limited to breakage, denting or scoring of surfaces, etc. Do not install damaged units or components; replace with new. Replace damaged units or components following installation with new ones.

C. Equipment and components shall be stored in original packaging in a dry, clean, well-ventilated space, and shall be protected from construction traffic, weather, moisture, soiling, humidity, and extreme temperatures.

1.8 SEQUENCING AND HANDLING

A. All work shall be reviewed and coordinated with the Owner prior to commencing.

B. DAS, infrastructure, and equipment are sensitive to environmental conditions including but not limited to temperature, dirt, dust, and water. The contractor shall ensure the storage and installation of all system components are sequenced and scheduled accordingly to prevent any damage, loss of performance, and warranty voiding. All mis-installed components shall be replaced with new parts and re-installed at the contractors' expense.

1.9 COORDINATION

A. The Contractor shall:
1. Coordinate location of equipment in the communications rooms and spaces with the Owner and Manager.

1.10 SPARE COMPONENTS AND EQUIPMENT

A. The Contractor shall maintain all appropriate spare components and equipment as necessary to ensure operation of the system. The Contractor shall outline their specific plan.

1.11 WARRANTY

A. The Contractor shall be responsible for coordinating warranty requirements and/or issues with their preferred DAS Manufacturer and sub-contractors. The Contractor shall ensure that a warranty is in place for replacement of components to ensure uptime of system. Typical warranty requirements are listed below but it's the Contractor's sole responsibility to obtain warranties of their system.

B. A one (1) year warranty on the Work shall be provided by the Contractor.

C. If system operation is not fully restored during the warranty period within 24-hours, the Owner reserves the right to require the Contractor to provide on-site manufacturer's service technicians at no additional cost.

D. The Owner reserves the right to expand or add to the system during the warranty period using firm(s) other than the Contractor for such expansion without affecting the Contractor's responsibilities, provided that the expansion is done by a firm which is an authorized dealer or agent for the equipment of system being expanded.

1. Contractor shall guarantee coverage and fix any coverage gaps or incorrect signal strengths at no cost to the Owner. The Owner will not accepts the system at turn-over until the system has been field tested, verified, certified, and guaranteed that coverage limits have been fulfilled.
2. Contractor shall guarantee the Wireless Carriers and Service Providers will connect to the DAS provided as part of this work.
3. Contractor shall guarantee the Two-Way Radio Systems supporting Building Operations, Security, and Public Safety will connect to the DAS as part of this work.

1.12 RESPONSE TIME (WARRANTY AND MAINTENANCE)

A. Response time to failure of system, equipment, and/or component during warranty period and maintenance periods shall be within 4 hours of placed call.

1.13 BID INFORMATION

A. Instructions to Bidders

1. The following is a partial list of instructions. Bidders shall provide a complete proposal including all information requested in the Contract Documents.
2. Any questions or misunderstanding should be submitted in writing with the bid.
3. Copies of the bid proposal shall be submitted to the Owner and Manager for review and approval.
4. Bidders shall prepare equipment lists showing each item included in the bid. Equipment Lists must include the quantity, model number, manufacturer and price of each item listed under the generic description.

B. Unit Pricing and Labor Rates

1. Unit prices and labor rates submitted with the bid proposal shall be used for all additions, deductions, and alterations of the original contract and shall further be used for future purchases by the Owner from the Contractor for one (1) year from the date of final acceptance of the system.

C. Compliance - Bidders shall submit a Statement of Qualifications with their bid proposal that shall include the following information:

1. Company name, address, telephone number and contact person.
2. Brief company history and number of years in business.
3. Number of employees.
4. Location of Headquarters and branch offices.
5. Resumes of key personnel.
6. Local staffing description (job descriptions and numbers of persons in each position).
7. Local service capabilities (hours of operation and parts availability).
8. Technician factory certifications.

9. Description of local engineering and project management capabilities.
10. Line sheet listing major suppliers of security equipment.
11. List of references describing five (5) completed projects of similar size and complexity, including names and telephone numbers of the contact persons.
12. Licensing information.

D. Additionally, and as described in this Specification, bidders shall submit the following information with their bid proposal:
   1. Manufacturer's literature sheets for all standard manufactured items.

E. Workload and capability statements. The statements shall detail projects that will be active during the completion of this project, and the manpower that would be available for this project.

F. Bidders shall number all pages of the bid submittal.

G. Specification Response
   1. The Bid Response shall provide an overview and narrative description of the system architecture including but not limited to topology, application point of interfaces, backbone infrastructure, horizontal infrastructure, cables, terminals, amplifiers, repeaters, media converters, taps, splitters, and antennas.
   2. The Bid Response shall include a complete RF analysis of the project site as well as a complete design. The design shall include antenna layouts and cable routing. This information will be used to verify compliance with the DAS Specification, the extent of the Bidder's proposed solution, and the DAS Scope of Work.
   3. The Bid Response Documents shall include unit pricing for all components, cable, software, hardware, licenses, and labor.
   4. The Bid Response Documents shall include all Service Agreements, Warranties, and Guarantees.
   5. The Bid Response Documents shall include an implementation schedule and project timelines starting from Contract Procurement to System Turn-Over.
   6. The Bid Response Documents shall include expected annual maintenance costs, consisting of:
      a. Annual maintenance cost beyond expiration of warranty.
      b. Annual maintenance for any items required outside of warranty.
      c. Annual maintenance for each year up to 5-years following the warranty period.
   7. The Bid Response Documents shall include Customer Obligations.
   8. The Bid Response Documents shall include a complete bill of materials indicating quantities, length, etc. of all components, cable, software, hardware, licenses, and labor required to complete the project.
   9. The Bid Response Documents shall include any alternate or optional items that should be considered by Owner that has not been included in Base Bid. The Owner wants to ensure that they are aware of any items that should be evaluated that may enhance or allow support of future technologies.

1.14 SCOPE OF WORK

B. The Contractor shall furnish and install a distributed antenna system to enable cellular phone coverage for all parking areas and stairwells in the Powers Building garage.

C. The DAS shall also allow for two-way communication for building operations, security, Public Safety and Fire Department hand held radios.

D. The Contractor shall survey the site to gain an understanding of existing conditions prior to submission of their bid response.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturers

1. SOLiD Technologies
2. TLC
3. FIS
4. Chatsworth
5. Commscope
6. CSS Antenna
7. JMA Wireless
8. RFS
9. ADRF
10. Microlab
11. Galtronics
12. PCTEL
13. Or Approved Equal

2.2 DISTRIBUTED ANTENNA SYSTEM

A. General Requirements:

1. The DAS shall be a single broadband radio frequency (RF) infrastructure that supports a wide range of current and future wireless technologies, protocols, and services. It shall be able to supply wireless services to multiple applications concurrently.
2. The DAS shall include an in-building and exterior system.
3. The DAS shall be an in-building wireless system and exterior wireless system for supporting frequencies in the 450 to 2500 MHz range and expandable to support emerging technologies up to 6000 MHz.
4. The DAS shall support all frequencies currently used by national and local Cellular Carriers including the following current technologies:
   a. AT&T: LTE-1900 (MIMO)
   b. AT&T: LTE-700 (MIMO)
   c. AT&T: LTE-2100 (MIMO)
   d. AT&T: UMTS-850
   e. AT&T: UMTS-1900
   f. Verizon: CDMA-850
   g. Verizon: EVDO-1900
   h. Verizon: LTE-700 (MIMO)
   i. Verizon: LTE-2100 (MIMO)
   j. Sprint: CDMA-800
   k. Sprint: CDMA-1900
   l. Sprint: iDen-900
   m. Sprint: LTE-1900
   n. T-Mobile: GSM-1900
   o. T-Mobile: LTE-2100
   p. T-Mobile: UMTS-1900

q. T-Mobile: UMTS-2100
r. T-Mobile/MetroPCS: CDMA-1900

5. The system shall provide a dominant signal within each individual antenna's specific coverage area to overcome any existing signal by at least 10 dB and provide a minimum signal strength of -85 dBm within 95% of covered building areas.
6. Contractor shall ensure that continuous coverage is provided throughout the garage on all levels.
7. All DAS components shall be the latest components available on the market. All components shall be new and have been manufactured within 6-months of installation.

B. Equipment, Infrastructure, and Components: The system shall include a fiber optic backbone, horizontal cable, antennas, power supplies, transceivers, media converters, head-ends, and all other necessary components required to distribute wireless services throughout the building. The system shall utilize Point of Interface (POI) devices to interface with wireless telephone carrier networks, and two-way radio systems including but not limited to Ops, Security, and Public Safety.

C. Signal cables and connected components shall be protected against transient-voltage surges by suppressors and absorbers designed specifically for the purpose in required areas.

2.3 ANTENNAS

A. The Contractor shall propose antennas for each condition for approval by Owner and Owners Representative.

B. Typical system antenna types shall conform to the following requirements:

1. Broadband Log Periodic Antenna: Provides contiguous broadband directional RF signal power radiation.
   a. Frequency Range: 420 to 2500 MHz.
   b. Mounting: Pre-affixed bracket for bolting to any fixed structure.
   c. Radome must be rated to UL 94V0 Plenum standards for installation above ceiling in plenum rated lay in ceilings.
2. Low Profile Broadband Log Periodic Antenna: Provides contiguous broadband directional RF signal power radiation.
   a. Frequency Range: 420 to 2500 MHz.
   b. Mounting: Pre-affixed bracket for bolting onto flat and non-metallic ceiling and wall structure. Must be able to mount above lay-in ceiling.
   c. Radome must be rated to UL 94V0 Plenum standards for installation above ceiling in plenum rated lay in ceilings.
3. Broadband Omni Antenna: Provides contiguous broadband omni-directional RF signal power radiation.
   a. Frequency Range: 420 to 2500 MHz.
   b. Mounting: Pre-affixed bracket for bolting to any fixed structure.
   c. Radome must be rated UL 94V0 plenum standards for installation above plenum lay in ceilings.

2.4 DISTRIBUTED ANTENNA SYSTEM COMPONENTS

A. The system components shall meet the following requirements:

B. Point of Interface (POI):

1. Provide the neutral demark point-of-interface for RF services to be distributed over the DAS.
2. Provide multiple connections among the primary RF services frequency bands (e.g. 450 to 512 MHz, 746 to 960 MHz, 1700 to 2170 MHz, 2.4 GHz WiMAX) to

accommodate proposed wireless carriers, public safety services, in-house building operations, and any other service identified in this specification.

3. Primary DAS head-end equipment shall include a data network interface for connecting to Management and Monitoring System. Interface shall be 10/100/1000 Mbps Ethernet (RJ45).

C. Remote Distribution Units:

1. Provide Remote Distribution Units or Expansion Units at Intermediate Communication Rooms and above ceilings as necessary to transition from single-mode fiber optic backbone to horizontal antenna cables (horizontal distribution).
2. Provide multiple connections among the primary RF services frequency bands (e.g. 450 to 512 MHz, 746 to 960 MHz, 1700 to 2170 MHz, 2.4 GHz WiMAX) to accommodate proposed wireless carriers, public safety services, in-house building operations, and any other service identified in this specification.
3. The remote units shall include a data network interface for connecting to Management and Monitoring System. Interface shall be 10/100/1000 Mbps Ethernet (RJ45).

2.5 SIGNAL TRANSMISSION COMPONENTS

A. The signal transmission components shall be of the following types and meet the following requirements

B. Cables:

1. Types:
   a. Single-Mode Fiber Optic
   b. Cat. 6A UTP
   c. RG59 75-ohm Coaxial
   d. RG6 75-ohm Coaxial
   e. 1/2" 50-ohm Coaxial
   f. 7/8” 50-ohm Coaxial
   g. 7/8” Radiation Coaxial (Radiax or Leaky Coax)
2. Ratings: All cable shall be UL-Listed for use in plenums.

C. Terminals and Connectors: Equivalent to cable type and performance capabilities. Contractor shall provide connectors and terminals approved to work and comply with Manufacturer’s system.

D. Transmissions methods and components vary by manufacturer, so this information shall be submitted in detail at bid time for review and acceptances by Owner.

2.6 PUBLIC SAFETY SYSTEMS

A. Law Enforcement:

1. The DAS shall include all necessary head-end equipment to rebroadcast all Local Public Safety and any Law Enforcement radio traffic. The Contractor shall coordinate Public Safety requirements including equipment and radio frequencies, etc. with each authority.
2. System requirements shall meet Police Department’s current wireless communication standards.
3. Contractor shall provide equipment and components recommended by Manufacturer based on proposed solution.

B. Fire Department and EMS:

1. The DAS shall include all necessary head-end equipment to rebroadcast all Fire Department and EMS Two-Way Radio Communications System.
2. The Contractor shall coordinate Public Safety requirements including equipment and radio frequencies, etc. with each authority.

3. System requirements shall meet Fire Department and EMS's current wireless communication standards.
4. Contractor shall provide equipment and components recommended by Manufacturer based on proposed solution.

2.7 BUILDING OPERATIONS SYSTEM

A. General:
1. The DAS shall include all necessary head-end equipment rebroadcast the Owner's Building Operations Two-Way Radio and messaging Communications System.
2. Coordinate requirements including radio frequencies with Owner's RF Strategy and Frequency Allocation Schedule.
3. Contractor shall provide equipment and components recommended by Manufacturer based on proposed solution.

2.8 MANAGEMENT AND MONITORING SYSTEM

A. General:
1. The DAS shall be installed with Management and Monitoring System.
2. The DAS shall be remotely monitored by Contractor.
3. The Management and Monitoring System shall provide for interactive interfaces to all major DAS electronic components including base head-end, remote units, antenna points, and power supplies. The DAS components shall be interfaced to the facility's converged data network.
4. The Management and Monitoring System shall allow for real-time remote management and monitoring of the DAS.
5. The Management and Monitoring System shall have a customizable graphical user interface (GUI) for visual display and indication of system status. The GUI shall include the following minimum criteria: a. Facility maps with interactive equipment icons of major system components and antenna locations.
6. Interactive equipment icons, color coded to indicate current status and clickable by mouse to show device information, status, log, configuration, etc.

B. System Features:

C. The Management and Monitoring System software shall incorporate the following features:
1. Remote Equipment Configuration and Troubleshooting
2. Graphical User Interface (GUI)
   a. Facility Maps with Interactive Icons (equipment and antennas)
   b. Color coded icons for quick visual reference.
   c. Equipment Status (threshold, status, alarm, etc.)
3. Alarm Notification a. Equipment and Antenna Status
4. Web Based Access
   a. VPN credentials and User Login
   b. Remote Diagnostics
5. Logs
   a. Status
   b. Alarm and Events
   c. History
   d. Performance
   e. Maintenance
   f. Users
   g. System Inventory
   h. Configurations

6. Maintenance Schedule, Alerts, Reminders, Notification, and Logs
7. System Administration
   a. Administrator Login, Passwords, and Security Access Level
   b. Users Login, Passwords, and Security Access Level

2.9 UNINTERRUPTABLE POWER SUPPLY (UPS)

A. All DAS equipment and components shall be connected to a UPS system to maintain uptime during failover of normal power to generator power. This includes head-end, remote equipment, and any other equipment/components requiring power, etc.

PART 3 - EXECUTION

3.1 EXAMINATION

A. The following examination tasks shall be performed by Contractor:

1. Examine pathway elements intended for cable. Check raceways, cables trays, and other elements for compliance with space allocations, installation tolerances, hazards to cable installation, and other conditions affecting installation.
2. Examine rough-ins for antenna to verify actual locations of cable connections before antenna installation.
3. Examine walls, floors, roofs, equipment bases, and roof supports for suitable conditions where equipment is to be installed.
4. Proceed with installation only after unsatisfactory conditions have been corrected.
5. Provide detailed site survey to determine best cable routing and location of antennas.

3.2 SYSTEM DESIGN CRITERIA

A. General:
   1. The system shall distribute and support the following:
      a. All current technologies available to existing wireless providers authorized to provide service in the United States in all frequency bands.
      b. All current public safety and emergency responders' two-way radio communications including First Responders, Police, Fire, Ambulance, and other emergency systems utilized by Public Authorities and Agencies.
      c. All current building operations two-way radio systems and other in-house two-way radio communication systems.
      d. All current and planned technologies as required and noted in this specification.
   2. The system must provide the ability to distribute additional protocols and frequencies in the 450 MHz to 2500 MHz range as well as other frequencies from 2500 MHz to 6 GHz. Contractor shall note the capability of the proposed solution.
   3. The system must allow service providers to add capacity at any time, subject to space limitations in equipment rooms and telecommunications spaces. The system shall have spare capacity built-in and Contractor shall note spare capacity and expansion capability of the proposed solution.
   4. The system must enable service providers to distribute signal uniformly inside locations in a manner that mitigates interference to their outside network.
   5. The coverage inside the building (in all designated areas) shall provide dominant signal to overcome other signals from other zones or sectors within the building and from outside the building by at least 10dB at the coverage edge for 800 and 1900 MHz with a +28dBm input per RF channel into the POI.
B. Horizontal Distribution

1. Horizontal cable types shall be specified by the Contractor based on the proposed solution and Manufacturer's requirements.
2. Horizontal cable shall be routed from the Antennas to the Intermediate Communications Rooms and remote unit.
3. All horizontal cable and components shall be UL-Listed and plenum rated.
4. All exterior cable with any metallic components including conductors and/or sheath shall have UL-Listed transient surge protection devices appropriately grounded per Building Codes installed on each end of the cable and as per manufacturer's requirements.

C. System:
1. The DAS shall cover all parking areas and stairwell areas.
2. The requirements for the exterior system require additional coordination with all Service Providers including Wireless Carriers, Public Safety, and Building Operations. The Contractor shall propose a system for consideration by Owner and Service Providers.

D. Coverage and Capacity:
1. The DAS shall meet all coverage and capacity requirements for this facility type based on highest occupancy and facility use.
2. The system shall be designed with the appropriate sector/zone capacity and antenna points to ensure acceptable performance.

E. Antennas:
1. The Contractor shall provide all antennas necessary for a complete and fully operation system.
2. Provided below is a general list of antennas required for this project.
   a. Interior Wireless Antennas
   b. Exterior Wireless System Antennas
3. Contractor shall propose antennas recommended by Manufacturer based on the proposed solution.
4. Antennas shall be located as necessary to provide the appropriate coverage and capacity requirements for all the wireless systems being supported and as listed in this specification.
5. All antennas and associated locations shall be discreet.
6. All antenna locations shall be coordinated with Owner prior to initiating any work.
7. Samples of each antenna type used on the project shall be submitted to the Owner and Owners Representative for approval.

F. Public Safety System: Provide all necessary head-end equipment, radio equipment, system interfaces, hardware, and distribution components to accommodate public safety two-way radio communications systems for each of the agencies listed below. The Contractor shall obtain a copy of the appropriate current standards from each agency and ensure these requirements are fully provided for and supported in the DAS per those standards. All necessary equipment shall be included in the distributed antenna design. Separate meetings will be setup later with each agency by the Owner to review requirements for this project specifically.
1. Police Department
2. Fire Department

G. Building Operations Systems: Contractor shall provide all necessary head-end equipment, radio equipment, system interfaces, hardware, and distribution components to accommodate the Owner's building operation two-way radio communications system. The Contractor shall confirm the Owner's existing system and frequency assignment and ensure these requirements are fully provided for and supported in the DAS per those standards. All necessary equipment shall be included in the distributed antenna design. Separate

meetings will be set up later with the Owner to review requirements for this project specifically.

H. Wireless Carrier Systems: Provide all necessary head-end equipment, system interfaces, hardware, and distribution components to accommodate all Wireless Carrier's equipment. The Contractor shall confirm current equipment and frequency assignment utilized by the Wireless Carriers and ensure these requirements are fully provided for and supported in the DAS. All necessary equipment shall be included in the DAS design other than the Wireless Carrier's equipment.

3.3 INSTALLATION

A. General:

1. This Section describes the installation locations for the products and materials, as well as methods associated with the DAS and wireless installation portions of the Project. These Specifications, along with the drawings shall be followed during the course of the installation.
2. The Contractor shall examine areas and conditions under which DAS infrastructure is to be installed. Notify Owner and Owners Representative in writing of conditions detrimental to proper completion of the work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.
3. The Contractor shall be responsible for furnishing all materials as specified herein and as indicated on the drawings for a complete DAS.
4. The Contractor shall verify space requirements and locations before starting cable installations and terminations. Inappropriate conditions shall be immediately reported to Construction Manager, Owner and Owner's Representative prior to initiating installation.
5. All DAS and communications infrastructure shall be installed in an aesthetically pleasing fashion. All surface raceway in new buildings must be approved by the Owner and Owner's Representative
6. All communications infrastructure shall be installed for optimal performance.
7. All DAS and communications infrastructure shall be installed to allow for easy additions, moves, and other changes in the future.
8. Final labeling scheme for all DAS and communications components shall be coordinated with the Owner during the shop drawings process, prior to initiating work. Labeling scheme shall include but not be limited to communications rooms, cabinets, racks, cable terminal blocks and patch panels, antennas, outlets, cables, etc.
9. All components noted in this section and drawings shall be provided and completely set up and installed. This includes but is not limited to Cable, Terminations, and Cable Managers.
10. The Contractor shall supply all necessary tools, equipment, accessories, safety equipment, protective clothing, etc., as customary for the craft and necessary for the installation.
11. The contractor shall not install any component in a manner or condition that will void manufacturer and/or contractor warranty. Any such conditions that prevent an acceptable install shall be immediately reported to Construction Manager or General Contractor, Owner, and Owner's Representative prior to initiating installation. All mis-installed components will be removed and replaced with new, appropriate components at the Contractor's expense. No additional cost will be submitted to Owner.

12. All equipment shall be installed in a neat and workmanlike manner, arranged for convenient operation, testing and future maintenance.

B. Raceway Installation: The following procedures shall apply to raceway installation:
1. Provide floor to floor distribution with concrete floor sleeves or conduits.
2. Provide protective cable bushings on all conduits immediately after installation.
3. Use only electrical 45º or 90º conduit elbows with long bend radii. Refer to manufacturer and industry standard requirements for minimum bend radii.
4. Do not place more than two 90º sweeps or exceed 100 ft. between pull boxes without providing a pull box.
5. Contractor shall provide horizontal conduits as necessary. Cable fill in conduits shall not exceed 40% cable fill.
6. Conduits shall be installed with pull strings. Do not exceed manufacturer's recommended pulling tensions.
7. Fire seal all raceway penetration and openings to maintain fire rating after communications cables are installed.
8. Provide labels on all communications pull-boxes and junction-boxes.
9. Identify conduits at cable tray end by architectural room number.

C. Cable Installation: The following procedures shall apply to cable installation:
1. All distribution cable, backbone cable, horizontal cable, radiating cable, and antenna cable must be plenum rated.
2. All DAS and communications cables routed within communications rooms shall be bundled and combed to provide a neat and organized appearance. This includes horizontal and vertical cables routed on cable tray, d-rings, vertical cable managers, equipment rack cable managers, etc. Cables shall be bundled using only manufacturer and industry approved wire ties with tensions that do not deform and damage cable resulting in loss of transmission or performance. Any bundles and combing methods used shall not exceed manufacturer or industry standard recommendations for that cable type.
3. Install cables concealed in accessible ceilings. Install cables according to manufacturer's recommended installation practices using approved hangers at a maximum spacing of every 48-inches (1.2m).
4. Do not lay cable on suspended tile ceiling, ductwork, piping, conduit, or other building equipment.
5. Do not route radiating coaxial cable through metallic conduit or sleeve through a wall or partition. Transition to a non-radiating coax or jumper to pass through metal conduit or concrete.
6. Mount radiating coaxial cable a continuous minimum distance of 2-inches (50mm) off any surface.
7. In order to minimize loss of RF signal due to shadowing, generally route radiating coaxial cable below the installed height of other infrastructure if within 2-feet (.7m) of HVAC ductwork, metal pipes, sprinklers, pull boxes, unistrut, cable tray, or other cabling.
8. Contractor shall train cables to the termination points with no excess where cable is installed within enclosures.
9. Cable bends shall not be less than that recommended by the manufacturer of the cable. Do not exceed manufacturer's minimum bending radii and other cable requirements. Provided below are some examples but all requirements shall be verified.
   a. The minimum installed bend radius of ½-inch radiating coax is 5-inches (125mm).

b. The minimum routing bend radius of ½-inch radiating coax is 10-inches (250mm).
c. If cable (non-radiating coaxial cable) is to be installed in conduit, the bend radii of the conduits must be greater than 10-inches.
d. If conduit bend radius is less than 10-inches, the coaxial cable must be terminated (connectorized) prior to pulling through conduit and a jumper must be used for routing through conduit.

10. The contractor shall not install any cable in conduits that does not have the appropriate protect bushings on conduit ends. All mis-installed cable will be removed, bushings installed, and new cable re-installed at the Contractor's expense. No additional cost will be submitted to Owner.
11. Do not install bruised, kinked, scored, deformed, or abraded cable. Remove and discard cable if damaged during installation and replace it with new cable.
12. Do not splice cable between termination, tap, junction points, or between damaged cable segments.
13. Any exposed cables shall be installed parallel to building lines. Follow surface contours and support the cable according to manufacturer's written instructions. Do not run adjacent and parallel to power or data cables. All exposed cable routing shall be coordinated with the Owner and Owner's Representative prior to installation.
14. All cables shall be installed in conduit when routed exposed at public areas. Contractor shall verify identify certain cables types that may not be possible due to size and/or flexibility. Contractor shall coordinate these instances for approval with Owner and Owner's Representative prior to installation.
15. Provide a minimum 8'-0" and maximum 10'-0" of slack at the Communications room. Loop shall be contained on the horizontal cable tray or ladder rack.
16. Care shall be taken so as not to damage cable during the installation process and that the manufacturer's and industry standard's pull tension specification is not exceeded.
17. Within communications rooms, cables shall be snugly wrapped using Velcro reusable cable ties, a minimum of every 3'-0" for cable organization. Velcro ties shall be tightened so as not to deform cable jackets and thus affect cable performance. Plastic cable tie wraps shall not be used.
18. Provide independent signal circuit grounding recommended by manufacturer.
19. Under no circumstances shall the cable be painted, treated, or covered with other material unless approved by manufacturer.

D. Antenna Installation: The following procedures shall apply to antenna installation:

1. All antennas and associated locations shall be discreet. Antennas shall be concealed wherever possible using stealth technology to ensure installation maintains high architectural form critical to the high-end finish of this project.
2. All antenna locations shall be coordinated with Owner's Representative prior to initiating any work.
3. Install antennas per manufacturer's requirements.
4. Contractor shall install antennas with all necessary supports to ensure safe installation and support to prevent falling.
5. Antennas shall be rated accordingly and as applicable for the installation type, location, condition, and application supported.

E. Equipment Installation: The following procedures shall apply to equipment installation:

1. Install surge suppressors where ac-power-operated devices are not protected against voltage transients by integral surge suppressors specified in UL1449. Install surge suppressors at the devices' power-line terminals.

2. Mount electronic equipment in the types of cabinets recommended by manufacturer. Group related items in methodical sequence.
3. Arrange equipment to facilitate access for maintenance and to preserve headroom and passage space.
4. Interface DAS equipment with all base station equipment as required during installation period of DAS.
5. Label all equipment and interfaces.

F. System Management and Monitoring Software Installation: The following procedures shall apply to system management and monitoring software installation:
1. Install software on Owner provided computers.
2. Coordinate computer and data network requirements with Owner's IT Group. This should include MAC and IP addressing, VLAN assignment, bandwidth requirements, class of service (CoS), VPN requirements, etc.
3. The system management and monitoring software shall be fully set up, programmed, and configured including but not limited to the following:
   a. Date and Time.
   b. Networked DAS end points including but not limited to antenna points, remote units, base head-end equipment, etc.
   c. Graphical user interface (GUI) including facility maps indicating interactive icons for all equipment locations and antenna points.
   d. Web portals, user access, and VPN.
   e. Administrator accounts, passwords, and security levels.
   f. User accounts, passwords, and security levels.
   g. Device thresholds, status, alarm points, alerts, and notification.
   h. Remote diagnostics.
   i. System Inventory.
   j. Event reporting protocol.
   k. System logs including status, performance, alarms, history, and others.
   l. Maintenance log, schedules, and notification.

3.4 COORDINATION

A. Design Coordination: All components proposed by the Contractor shall be coordinated with the Owner and Manager. Provided below is a general list of major items that shall be documented in a table and coordinated. The list provided below is to be used as an example and is not intended to be all inclusive or to limit items required to be reviewed and coordinated.
1. Equipment Type and Physical Size.
2. Rack Units required per location.
3. Electrical Power (voltage, amp, loads, and receptacle types)
4. HVAC (heat dissipation and equipment operating temperature range)
5. Antenna Types and Locations
6. Backbone Distribution (fiber strand allocation)

B. RF and Wireless Coordination:
1. The Contractor shall perform an onsite RF and wireless study prior to starting work. This information shall be submitted in hard copy documents.
2. The Contractor shall obtain a copy of the Owner's current RF strategy and frequency assignment. This information shall be reviewed in detail to identify any interfering and/or potentially interfering sources.
3. The Contractor shall review and coordinate the onsite study, Owner's current RF strategy and frequency assignment, and proposed DAS design. The Contractor

shall make recommendations to the Owner and adjust the proposed design accordingly to ensure no interfering sources or overlap of frequency assignment.

4. The Contractor shall perform an on-site RF and wireless study after completing system installation. This information shall be submitted in hard copy documents. The results of this test shall be reviewed by the Contractor and Manufacturer to confirm system compliance with coverage, capacity, and performance requirements.
5. All documents submitted by Contractor including product data, submittals, as-built, test results, drawings, reports, etc. shall be provided in electronic (pdf) and paper format.
6. The Contractor will coordinate all Public Safety frequencies, preferred manufacturer make/model, antennas, equipment, power conditions and locations with Owner.

C. Installation Coordination: The Contractor shall field coordinate all work with Construction Manager and other Sub-Contractors and Trades as necessary to minimize conflicts.

D. Schedule: The Contractor shall coordinate the project schedule with the Construction Manager including but not limited to the following:
1. RFP Response
2. Submittals
3. Construction and Phasing
4. Installation
5. Substantial Completion
6. Final Completion
7. System Acceptance

3.5 IDENTIFICATION

A. The following procedures shall apply to system labeling:

B. General Label Requirements:
1. The labeling scheme shall be provided by the Contractor and coordinated with the Owner and Owner's Representative prior to initiating any work. A sample scheme shall be submitted for approval.
2. Mechanically print and install all labels.
3. Format: Select font size to be readable and to fit all information required without overlap of text.
4. Use all capital letters.
5. All labels shall be consistent font type, size, and color throughout project.
6. Labels shall be white with black text.
7. Clean all surfaces prior to attachment of any label. Follow manufacturer's recommendations for cleaning and affixing labels.
8. Method: Brady cable labels appropriately sized or approved equivalent.

C. Cable:
1. Label Location: Within 4 inches (100 mm) of each termination.
2. Near-End Label Information: "Cable No. XXX and Comm Room ZZZ -DAS Cable. Do not disturb," where XXX and ZZZ are actual room numbers assigned. Room numbers shall be coordinated with Owner and Owner's Representative.
3. Far-End Label Information: "Cable No. XXX and Room ZZZ -DAS Cable. Do not disturb," where XXX and ZZZ are actual room numbers assigned. Room numbers shall be coordinated with Owner and Owner's Representative.
4. Radiating Cable: In addition to end labels, any radiating coaxial cables shall be labeled "Radiating Coaxial Cable."

D. Equipment:

1. Label all equipment, components, cabinets, and enclosures.
2. Label Information: Equipment No. and Type (or Short Description).

3.6 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Contractor shall engage a factory-authorized service representative to inspect field-assembled components and equipment installation, and supervise pre-testing, testing, and adjusting of equipment.

B. Inspection: Contractor shall verify that units and controls are properly installed, connected, and labeled and that interconnecting wires and terminals are identified.

C. Pre-testing: Contractor shall align and adjust system and pretest components, wiring, and functions to verify that they comply with specified requirements. Replace malfunctioning or damaged items. Retest until satisfactory performance and conditions are achieved.

D. Operational Tests: Contractor shall perform operational system tests to verify that system complies with Specifications. Operational tests shall include all modes of system operation. Equipment shall be tested for proper operation in all functional modes.

E. Test Schedule: Contractor shall schedule tests after Operational testing has successfully been completed and system has been in normal functional operation for at least 14 days. Contractor shall provide a minimum of 10 days notice of the test schedule.

F. Qualitative and Quantitative Performance Tests: Contractor shall verify for each major frequency band identified by Owner that signal coverage area, signal coverage levels, and signal coverage consistency are compliant with Specifications. Testing shall be conducted using calibrated “walk-test” receivers.

G. Test Results: Contractor shall record test results and publish them in electronic and hard copies for distribution to Owner.

H. Re-Test: Contractor shall correct all deficiencies identified by tests and observations, and retest until specified requirements are met.

I. Commissioning:
1. Contractor shall create and submit a detailed checklist for commissioning system equipment and components. The list shall be submitted for Owner review. System commissioning shall be completed by the Contractor prior to system acceptance by Owner. A formal report shall be generated that includes sign-off and notes of all items.
2. System commission shall include the following categories.
   a. Validate Procured Components
   b. Physical Installation and Location
   c. Equipment Connectivity and Inter-Connectivity
   d. Support Systems Functioning (UPS)
   e. System Setup and Operation
   f. Wireless Surveys
   g. Testing

3.7 CLEANING

A. Contractor shall clean installed items using methods and materials recommended by manufacturer.

B. Contractor shall clean system components, including antennas and supports, electronic equipment, and distribution components.

3.8 RECORD DOCUMENTATION

A. Record documentation shall be submitted to the Owner by the Contractor at the completion of the DAS installation. The contractor shall submit all information necessary to operate and maintain the system including but not limited to the following:

1. As-Built Documents
2. Operations and Maintenance Manuals
3. Maintenance Schedule
4. Maintenance Company Contact Information
5. Troubleshooting Guide
6. Product Data and Manufacturer Cut-Sheets
7. Warranty Information and Contact
8. Manufacturer's Product and Installation Certificate
9. Log (troubleshooting, replacement, expansion, and replacements)
10. Labeling Scheme
11. Spare Parts Lists

B. Contractor shall maintain current record documents at the construction site.

C. All documents submitted by Contractor including product data, submittals, as-built, test results, drawings, reports, etc. shall be provided in electronic (pdf) and paper format.

END OF SECTION 28 50 01

Bid # 7611870 – Capitol Hill Security Enhancements, Parking Garage Antenna/Blue Phones/Mesh Network Submitted Questions & Approved Equal:

1) Alternate Wireless Mesh Network:

The alternate being suggested is Fluidmesh. The Fluidmesh solution operates on a 5 GHz Frequency Range in the unlicensed band. This solution would provide better reliability in areas where Direct Line of Sight may not be available year-round due to trees or other temporary structures. It is also less susceptible to any type of movement. With the Millimeter Wave solution in the 60 GHz spectrum, it is critical to ensure that the antenna has little to no movement. This makes it ideal for large structure and dedicated towers but in the case of some traffic, power, or signage structures the movement can impact the system performance. Attached is are the specifications for the Fluidmesh FM 3200 Base Unit as well as the FM 1200 Volo. This system would provide a mesh network with a great deal of flexibility and expansion. Please review the provided documentation regarding the Fluidmensh Solution as an alternate or add on to the specified 60 GHz solution. **RESPONSE: The Fluidmesh components are considered an approved equal.**

2) Gate Locations:

In the drawings associated with the wireless system (SE-MESH-100) defines the locations of the radios to be installed. However, it does not appear to match the specified counts in the Project manual. The system calls for the system is based upon 3 Mesh Ends and 17 Mesh Points. The drawing reflects the 3 Mesh Ends on the buildings but then shows 11 other points distributed through the area. It is assumed that these are existing poles. The drawing also does not reflect the gate locations. It is assumed that the Gates are reflected in SE-CFA-100. Please clarify the precise location and counts of the radios, understanding that the 8 New locations will not be precise as they will rely on a site survey. **RESPONSE: There are a total of 17 mesh points. 8 of the mesh points will be on new poles, of which a survey will be required. The remaining 9 mesh points will be mounted to existing poles.**

3) Cameras and Access Control:

The project manual and drawings reflect camera and access control. However, it does not indicate if these are to be provide as part of the project or are existing. If these are existing, please indicate the manufacture and current software used for the camera and access control system. If the contractor is to include any new cameras or access control equipment as part of the project, please specify those requirements. **RESPONSE: These devices are existing. The card readers are connected to the existing S2 access control system and the cameras connect to the Avigilon system. No additional access control or video is required for this project.**

4) Power at new pole locations:

The 8 new poles that will be required will also require power. It is assumed that there is existing power at the locations as they currently have power to operate the gate controllers. Please confirm that this is the case. In additional since the 60 GHz system is impacted by movement it is highly recommended that a steel pole is specified to minimize movement of the antenna utilizing the 60 GHz Mesh Points. **RESPONSE: Per the scope of work – the Contractor shall provide all necessary infrastructure, including power, conduit and cables to connect these mesh units to the DoIT network. Network cable from the mesh units shall be routed to the nearest IDF room in the respective building.**