

State of Rhode Island and Providence Plantations  
Department of Administration  
Division of Purchases

**RIVIP BIDDER CERTIFICATION COVER FORM**

**SECTION 1 - BIDDER INFORMATION**

*Bidder must be registered as a vendor on the RIVIP system at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) to submit a bid proposal.*

Solicitation Number: 7549830  
Solicitation Title: STATE HOUSE INTERIOR DOME CLEANING & REPAIRS, DOA (28 PGS & ZIP FILE)  
Bid Proposal Submission  
Deadline Date & Time: 9/28/2015 2:00 PM  
RIVIP Vendor ID #: 8522  
Bidder Name: Martone Service Company  
Address: 22 Sextant Lane  
Narragansett, RI 02882  
USA  
Telephone: (401) 792-3847  
Fax: (401) 792-3717  
Contact Name: Michael R. Martone  
Contact Title: President  
Contact Email: [mike@martonepainting.com](mailto:mike@martonepainting.com)

**SECTION 2 —DISCLOSURES**

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

*Indicate "Y" (Yes) or "N" (No) for Disclosures 1-4, and if "Yes," provide details below. Complete Disclosure 5. If the Bidder is publicly held, the Bidder may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Bidder.*

- N   1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
- N   2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- N   3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.

N

4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.
5. List each officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Bidder, and the percentage of ownership, if any, he or she holds in the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder.

Disclosure details (continue on additional sheet if necessary):

Michael R Martone  
 Martone Service Company, Inc,  
 22 Sextant Lane  
 Narragansett, RI 02882  
 100% - President

### SECTION 3 —CERTIFICATIONS

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

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

**THE BIDDER CERTIFIES THAT:**

- Y 1. The Bidder will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.
- Y 2. The Bidder possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Bidder shall immediately notify the State Purchasing Agent in writing.
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- Y 4. The Bidder understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in this Bidder Certification may be grounds for suspension, debarment, and/or prosecution for fraud.
- Y 5. The Bidder has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Bidder further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation.
- Y 6. This bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other bidder or person to fix the price or prices in the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.
- Y 7. The Bidder: (i) is not identified on the General Treasurer's list created pursuant to R.I. Gen. Laws § 37-2.5-3 as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- Y 8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.



State of Rhode Island and Providence Plantations  
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**RIVIP BIDDER CERTIFICATION COVER FORM**

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**Solicitation Number:** 7549830A1  
**Solicitation Title:** STATE HOUSE INTERIOR DOME CLEANING AND REPAIRS - DOA - ADDENDUM 1 (1 PG AND 1 ZIP FILE)  
**Bid Proposal Submission Deadline Date & Time:** 9/28/2015 02:00 PM  
**RIVIP Vendor ID #:** 8522  
**Bidder Name:** Martone Service Company  
**Address:** 22 Sextant Lane  
Narragansett, RI 02882  
USA  
**Telephone:** (401) 792-3847  
**Fax:** (401) 792-3717  
**Contact Name:** Michael R. Martone  
**Contact Title:** President  
**Contact Email:** mike@martonepainting.com

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Disclosure details (continue on additional sheet if necessary):

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**Solicitation Number:** 7549830A2  
**Solicitation Title:**  
  
**Bid Proposal Submission  
Deadline Date & Time:**  
  
**RIVIP Vendor ID #:** 8522  
**Bidder Name:** Martone Service Company  
**Address:** 22 Sextant Lane  
  
Narragansett, RI 02882  
USA  
  
**Telephone:** (401) 792-3847  
**Fax:** (401) 792-3717  
**Contact Name:** Michael R. Martone  
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**Contact Email:** [mike@martonepainting.com](mailto:mike@martonepainting.com)

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 Martone Service Company, Inc.  
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- Y 8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.



Solicitation #: 7549830  
Solicitation Title: State House Interior Dome Cleaning & Repairs

**BID FORM**

To: The State of Rhode Island Department of Administration  
Division of Purchases, 2<sup>nd</sup> Floor  
One Capitol Hill, Providence, RI 02908-5855

Bidder: MARTONE SERVICE COMPANY, INC.

Legal name of entity  
22 Sextant Lane  
Address (street/city/state/zip)  
Narragansett, RI 02882  
Contact name Michael R Martone Contact\_email mike@martoneservicecompany.com  
Contact telephone 401/792-3847 Contact fax 401/792-3717

1. **BASE BID PRICE**

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (including the costs for all Allowances, Bonds, and Addenda):

\$ 245,000.00

(base bid price in figures printed electronically, typed, or handwritten legibly in ink)  
Two hundred forty-five thousand dollars

(base bid price in words printed electronically, typed, or handwritten legibly in ink)

• **Allowances**

The Base Bid Price ***includes*** the costs for the following Allowances (refer to 01 2010 Attachment A for descriptions):

No. 1: Concealed Damage Repair Allowance \$10,000

• **Bonds**

The Base Bid Price ***includes*** the costs for all Bid and Payment and Performance Bonds required by the solicitation.



Solicitation #: 7549830

Solicitation Title: State House Interior Dome Cleaning & Repairs

• **Addenda**

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price **includes** the costs of any modifications required by the Addenda.

*All Addenda must be acknowledged.*

Addendum No. 1 dated: September 1, 2015

Addendum No. 2 dated: September 21, 2015

Addendum No. 3 dated: \_\_\_\_\_

Addendum No. 4 dated: \_\_\_\_\_

Addendum No. 5 dated: \_\_\_\_\_

Addendum No. 6 dated: \_\_\_\_\_

2. **ALTERNATES** (Additions/Subtractions to Base Bid Price refer to 01 2010 Attachment A for descriptions)

No. 1: Exterior Sealant Replacement @ Rotunda Clerestory Windows  
Five thousand six hundred dollars Add: \$5,600.00

No. 2: Exterior Sealant Replacement @ Main Roof Windows  
Five thousand four hundred dollars Add: \$5,400.00

3. **UNIT PRICES** (refer to 01 2010 Attachment A for descriptions)

No. 1: Full Depth Plaster Repair \$ 3,300.00 /SF Three thousand three hundred

No. 2: Partial Depth Plaster Repair \$ 2,300.00 /SF two thousand three hundred

No. 3: Infill Painting – Sky/Field \$ 85.00 /SF Eight-five dollars

No. 4: Infill Painting – Artistic Detail \$ 10.00 /Sq. Inch Ten dollars

No. 5: Window Sealant Replacement \$ 16.00 /LF Sixteen dollars

No. 6 Based on 60 days to complete

Solicitation #: 7549830  
Solicitation Title: State House Interior Dome Cleaning & Repairs

**4. CONTRACT TIME**

The Bidder offers to perform the work in accordance with the timeline specified below:

- Start of construction: As enumerated in AIA contract
- Substantial completion: As enumerated in AIA contract
- Final completion: As enumerated in AIA contract

**5. LIQUIDATED DAMAGES**

As enumerated in AIA contract  
As per specified

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**This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.**

**If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.**

**The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.**

**Date:** September 28, 2015

**BIDDER**

Martone Service Company, Inc.

Name of Bidder

Signature in ink

Michael R Martone, President

Printed name and title of person signing on behalf of Bidder  
# 8294

Bidder's Contractor Registration Number



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

Telephone: (401) 462-8000  
TTY: Via RI Relay 711

Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at [www.dlt.ri.gov/pw](http://www.dlt.ri.gov/pw).

CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: [Signature]

Title: Michael R Martone, President

Subscribed and sworn before me this 28 day of September, 2015.

[Signature]  
Notary Public Jennifer Illuzzi  
My commission expires: 02/22/2016

JENNIFER ILLUZZI  
Notary Public-State of Rhode Island  
My Commission Expires  
February 22, 2016

*An Equal Opportunity Employer/Program, /Auxiliary aids and services are available upon request to individuals with disabilities.  
TTY via RI Relay 711*

State of Rhode Island  
PAYER'S REQUEST FOR TAXPAYER  
IDENTIFICATION NUMBER AND CERTIFICATION

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$60 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

**Taxpayer Identification Number (T.I.N.)**

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

Social Security No. (SSN)

--	--	--

Employer ID No. (EIN)

05	0491548
----	---------

NAME Martone Service Company, Inc.

ADDRESS 22 Sextant Lane

(REMITTANCE ADDRESS, IF DIFFERENT) \_\_\_\_\_

CITY, STATE AND ZIP CODE Narragansett, RI 02882

CERTIFICATION: Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because either: (A) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions** - You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

PLEASE SIGN HERE

SIGNATURE  TITLE President DATE 09/28/16 TEL NO. 401-792-3847

BUSINESS DESIGNATION:

- Please Check One:
- |                                      |   |   |
|--------------------------------------|---|---|
| Individual <input type="checkbox"/>  | Medical Services Corporation <input type="checkbox"/> | Government/Nonprofit Corporation <input type="checkbox"/> |
| Partnership <input type="checkbox"/> | Corporation <input checked="" type="checkbox"/>       | Trust/Estate <input type="checkbox"/>                     |
|                                      |   | Legal Services Corporation <input type="checkbox"/>       |

NAME: Be sure to enter your full and correct name as listed in the IRS file for you or your business.

ADDRESS, CITY, STATE AND ZIP CODE: Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

- 1) Same T.I.N. with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
- 2) Different T.I.N. for each different location -- submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

CERTIFICATION -- Sign the certification, enter your title, date, and your telephone number (including area code and extension).

BUSINESS TYPE CHECK-OFF -- Check the appropriate box for the type of business ownership.

Mail to: Supplier Coordinator, One Capitol Hill, Providence, RI 02908

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Martone Service Company, Inc.
22 Sextant Lane, Narragansett, RI 02882
as Principal, hereinafter called the Principal, and Employers Mutual Casualty Company
P.O. Box 712, Des Moines, IA 50306-0712
a corporation duly organized under the laws of State of IA

as Surety, hereinafter called the Surety, are held and firmly bound unto

State of Rhode Island and Providence Plantations

One Capitol Hill, Providence, RI 02908

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

State House Dome Cleaning and Repairs, DOA

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

Signed and sealed this 28th of September, 2015.

[Signature] (Witness)

Martone Service Company, Inc. (Principal) (Seal)

BY: [Signature] MICHAEL R. MALTONE (Title) President

Employers Mutual Casualty Company (Surety) (Seal)

BY: [Signature] Shelly Andrade (Title) Attorney-in-Fact





P.O. Box 712 • Des Moines, Iowa 50306-0712

### CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**Shelly Andrade**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: Bid Bond  
 Principal : Martone Service Company, Inc.  
 Obligee : State of Rhode Island and Providence Plantations

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

### AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 13th day of January, 2014.

Seals



*Bruce G. Kelley*

Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

*Michael Freel*

Michael Freel  
Assistant Vice President/  
Assistant Secretary

On this 13th day of January, 2014 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2016.

*Kathy Lynn Loveridge*  
Notary Public in and for the State of Iowa

### CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 13th day of January, 2014, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28th day of September, 2015.

*James D. Clough*  
Vice President



# AIA<sup>®</sup> Document A305<sup>™</sup> – 1986

## Contractor's Qualification Statement

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

**SUBMITTED TO:** State of Rhode Island and Providence Plantation

**ADDRESS:** RI Dept Of Administration  
One Capitol Hill  
Providence, RI 02908

**SUBMITTED BY:** Martone Service Company, Inc.

**NAME:** Michael R. Martone

**ADDRESS:** 22 Sextant Lane  
Narragansett, RI 02882

### PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

**NAME OF PROJECT** (*if applicable*): State House Interior Dome Cleaning & Repair

**TYPE OF WORK** (file separate form for each Classification of Work):

- General Construction
- HVAC
- Electrical
- Plumbing
- Other (please specify) Restoration and Rehabilitation of Historic Structures

### § 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 20 Years

§ 1.2 How many years has your organization been in business under its present business name? 20 Years

§ 1.2.1 Under what other or former names has your organization operated? Martone Painting Company, Inc.

### ADDITIONS AND DELETIONS:

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

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

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

- § 1.3.1 Date of incorporation: 1996
- § 1.3.2 State of incorporation: Rhode Island
- § 1.3.3 President's name: Michael R Martone
- § 1.3.4 Vice-president's name(s) Michael R Martone

- § 1.3.5 Secretary's name: Michael R Martone
- § 1.3.6 Treasurer's name: Michael R Martone

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

- § 1.4.1 Date of organization: N / A
- § 1.4.2 Type of partnership (if applicable): N / A
- § 1.4.3 Name(s) of general partner(s) N / A

§ 1.5 If your organization is individually owned, answer the following: N / A

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

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

## § 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Rhode Island Contractors License # 8294

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

Rhode Island

## § 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Roofing, Painting, VWC, Waterproofing, Exterior Finishes, Lead Abatement & All Types of Carpentry  
Historic restoration,

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it? No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? No

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

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

Please See the Attached List of Commerical and Historic Restoration projects completed on the Historical National Register.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

Please See Attached List

§ 3.5.1 State average annual amount of construction work performed during the past five years:

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

§ 4. REFERENCES

§ 4.1 Trade References:

Sherwin Williams, 750 Main Street, East Greenwich, RI 02818  
Allied Building Products Corp, Eas Rutherford, NJ 07073  
Riverhead Building Supply, 6000 Post Road, North Kingstown, RI 02852  
Arnold Lumber, 297 Main Street, Wakefield, RI 02879

§ 4.2 Bank References:

Bank RI - Providence, RI 401-574-1683

§ 4.3 Surety:

§ 4.3.1 Name of bonding company: Employers Mutual Casualty Company

§ 4.3.2 Name and address of agent: USI Insurance Services, LLC  
East Greenwich, RI  
(401) 558-3122

§ 5. FINANCING

§ 5.1 Financial Statement.

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

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

Net Fixed Assets;                      Furnished upon request

Other Assets;

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

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

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

Edward Avarista, CPA , 270 Chestnut Street, Warwick, RI 02888

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

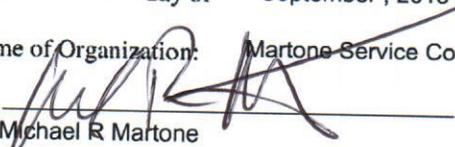
§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

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

**§ 6. SIGNATURE**

§ 6.1 Dated at this 28th day of September , 2015

Name of Organization: ~~Martone Service Company, Inc.~~

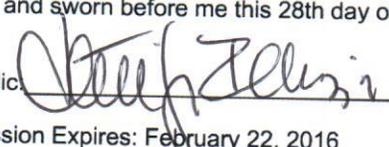
By:   
Michael R Martone

Title: President

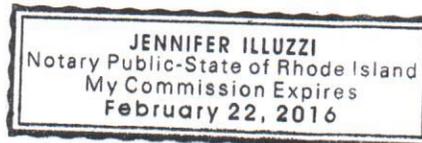
*(Paragraphs deleted)*

Michael R Martone, being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not be misleading.

Subscribed and sworn before me this 28th day of August, 2015

Notary Public: 

My Commission Expires: February 22, 2016





STATE OF RHODE ISLAND  
CONTRACTORS' REGISTRATION  
AND LICENSING BOARD

REGISTRANT'S NAME

HARRINGTON SERVICE CO., INC.

AUTHORIZED REPRESENTATIVE

MICHAEL R. HARRINGTON

DRIVERS LICENSE #

RI 00110004

REGISTRATION NO.

0294

EXP. DATE

06/1/16



# **MARTONE**

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## **SERVICE COMPANY, INC.**

Contractor Qualifications- Projects completed with restoration work below were preserved significantly to its historic, architectural and cultural values. Most of the projects listed are on the Historical National Register

- Firm name, contact and history indicating the numbers of years  
Martone Service Company, Inc., Michael Martone, President, Incorporated April 22, 1996 – 19 years

1. **1792/1858 Old Washington County Jail – Pettaquamscutt Historical Society**

2636 Kingstown Road, Kingstown, RI

Built in 1858 – 157 years old

Contract price \$185,000.00

Placed on the National Register of Historic Places in 1958

The Former Washington County jail and the Everett Hale House

Repaired deteriorated features and structures. Interior and exterior restoration work completed. Exterior fabric restoration including wood and masonry.

Started May / 2010 – Completed August / 2010

Graham Nye, President 401/ 783 - 1328

**2012 PIPP Award Winner for Historical Restoration 1**

2. **1775 Washington County Courthouse / Kingston Free Library**

2605 Kingstown Road, Kingstown, RI

Built in 1775 – 240 years old

Placed on the National Register of Historic Places in 1974

Contract price \$ 80,000.00

Preparation, restoration and preserving of shingled mansard roof and bell tower.

2008 – Interior restoration including dome ceiling in community meeting room.

Started August / 2011 – Completed October 2011

Shirley Long 401/789-1555

3. **1873 Edward Everett Hale House, Matunuck (South Kingstown)**

Pettaquamscutt Historical Society

2636 Kingstown Road, Kingston, RI 02881

Built in 1858 – 157 year old

Contract price \$30,000.00

Placed on the National Register of Historic Places in 1958

2011 – Interior restoration. 210 Repair of deteriorated features, and exterior clapboard and finishes.

**2012 PIPP Award Winner in Historical Restoration 1**

**2012 Rhody Award for Historic Preservation, RI Historical Preservation & Heritage Commission and Preserve Rhode Island**

Lori Urso, Executive Director 401/783-1328

4. **Kingston Train Station / Kingston Depot**

1 Railroad Avenue, Kingston, RI

Built in 1875 – 140 years old

Placed on the National Register of Historic Places in 1978

Contract price \$60,000.00

Restoration, preparation and painting all exterior surfaces with approved colors for the exterior. All work completed by brush and roller only. Gentle power washing of all substrates. Match existing gray for all exterior railings. Removal and repair of all distressed windows, reglazing and repainting.

Started in spring / 2009 – Completed July 2009

Joe Anzelone 401/222-2411

5. **Woonsocket Train Depot**

One Depot Square, Woonsocket, RI

Built in 1847 – 168 years old

Contract price \$86,175.00

Placed on the National Register of Historic Places 1976

Restored and painted all exterior surfaces. Repair and preserved all exterior windows including reglazing.

Started October / 2012 – Completed December / 2012

Daniel Clarke (Department of Administration) 401/438-8233

6. **St Peters by The Sea Episcopal Church**

72 Central Street, Narragansett, RI

Built in July 1869 – 146 year old

Placed on the National Register of Historic Places in 1982

Contract price \$196,000.00

Complete interior restoration including plaster, paint, pew repair, and preservation of architectural art and stenciling work throughout the entire church interior.

Started August / 2012 – Completed March / 2013

Rev Casey Shobe 401/783-4623

**2014 PIPP Award Winner for Commercial Restoration Interior Painting**

7. **Beneficent Congregational Church**

300 Weybosset Street, Providence, RI

Built 1800 - 215 years old

Placed on the national register of Historic places in 1972

Contract price \$69,000.00

Removed all lead based paint down to bare wood on the facade. Repainted exterior including all windows, columns, trim, clapboards and soffits.

Started in August of 2012 – Completed November of 2012

Pastor Nicole Grant Yonkerman 401-331-9844

8. **Old Slater Mill / Slater Mill** – Exterior Restoration

67 Roosevelt Avenue, Pawtucket, RI 02860

Built 1793 – 222 years old

Placed on the national register of Historic places in 1966

Contract price \$466,383.00

Complete exterior restoration. Replaced deteriorated clapboards and wood trim. Removed wood shingles, installed new wood cedar shingles as specified, Reglaze windows, Removed all sash in monitor windows. Preparation for painting all new wood surfaces. Repointed all mortar joints. Replaced missing mullion casing to match existing.

Started July 2014 – Completed December 2014

Lori Urso, Ex 401/725-8638

Architect: Haynes / de Boer Architect + Preservation – Cornelis J. Boer

401/274-1555

**2015 - The Rhody Award Winner from the Preserve Rhode Island and Rhode Island Preservation & Heritage Commission**

9. **St Joseph Catholic Church**

92 Hope Street, Providence, RI 02906

Built in 1853 – 162 years old

Interior restoration including choir loft, plaster repair and replacement and window sill restoration.

10. **Ebenezer Baptist Church** – Broadway-Armory Historic District

475 Cranston Street, Cranston, RI

Built 1893 – 122 years old

Contract price \$72,000.00

Completed in the summer of 2009

Interior restoration including ceilings, walls and columns of the church and walls in the hall and sanctuary.

Doug Patterson 401/351-1368

11. **South Ferry Church**

170 South Ferry Road, Narragansett, RI 02882

Built 1850 – 165 years old

Contract Price \$ 27,450.00

Completed September of 2008

Exterior and interior wood restoration. Replacement in-kind of rotted trim and siding. Preparation and painting of all interior ceilings, walls, floors and pews.

12. **First Baptist Church of Wickford**

34-44 Main Street, Wickford, RI 02852

Built 1817 – 198 years old

Contract Price \$81,525.00

Completed in 2008

Restoration of all exterior painted surfaces.

Andrew Pearce, Architect 401/431-1922

Michael R. Martone  
President, Martone Painting Company

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22 Sextant Lane  
Narragansett, RI 02882  
401/792-3847

Established in 1993 and Incorporated in 1996.

**Projects**

McCoy Stadium  
Home of the Pawtucket Red Sox  
Pawtucket, RI  
1998 – Prepared and Painted All Structural Steel in the Stadium

Town of South Kingstown  
P.O. Box 31  
Wakefield, RI 02880  
2003 – Exterior Restoration

North Kingstown Town Hall & Annex Building  
80 Boston Neck Road  
North Kingstown, RI 02852  
401/294-3331  
2007 – Exterior Restoration Project

Glocester Town Hall  
1145 Putnam Pike  
Glocester, RI 02814  
401/568-6206  
October 2007 – Complete Exterior Restoration

Watch Hill Light House  
3 Montego Road  
Watch Hill, RI 02891  
401/596-1150  
August 2007 – Complete Exterior Restoration

Old Slater Mill  
67 Roosevelt Avenue  
Pawtucket, RI 02860  
2014 – Complete exterior restoration.

Kingston Train Station  
1 Railroad Avenue, Kingston, RI  
Restoration, preparation and painting all exterior surfaces. All work completed by brush and roller only.  
2014 – Completed

East Greenwich Town Hall  
Main Street, East Greenwich, RI  
Exterior painting and repairs.  
2014 – Completed

Narragansett High School Gym Renovation  
245 South Pier Road, Narragansett, RI  
Renovation of the gym floors, removal of asbestos, install new gym floor, athletic equipment and bleachers.  
2013 - 2014

Glen Manor House  
3 Frank Coehlo rive  
Portsmouth, RI 02871  
401/683-4177  
2006 – Several Interior Restoration Projects Including Restoration of the Ballroom Ceiling  
2008 – Two Phases of Exterior **Window Restoration** Projects

St. Michael & Grace Church  
1336 Pawtucket Avenue  
Rumford, RI 02914  
401/751-0533  
2004 – Complete Exterior Trim Painting

Town of South Kingstown  
Peacedale Library  
Wakefield, RI 02880  
September 2005 – Complete Exterior Restoration

Riverpoint Congregational  
73-75 Providence Street  
West Warwick, RI 02893  
401/823-4005  
2001 – Chemically stripped all exterior trim

St. Joseph's Church  
854 Providence Street  
West Warwick, RI 02893  
401/821-4072  
2001 – 2006 Chemically stripped and painted Exterior of Building

Squantum Club  
947 Veterans Memorial Parkway  
East Providence, RI 02915  
401/434-8377  
2001 – Restored Exterior of Building

East Greenwich Town Hall  
125 Main Street  
East Greenwich, RI 02818  
401/886-8622  
2002 – Complete Exterior Restoration  
2000 – Swift Gym

Town of East Providence  
Weaver Library  
300 Wampanoag Trail  
East Providence, RI 02915  
2000 – Complete Exterior Painting of Library

Kingston Congregational Church  
P.O. Box 116  
Kingston, RI 02881  
401/378-1790  
June 2004 - Complete Exterior Restoration of Church

Barrington Congregation Church  
461 County Road  
Barrington, RI 02806  
401/246-0111  
February 2006 - stripped and painted the coffer ceiling inside the church sanctuary

Department of Transportation  
Kingston Train Station  
**2007 PIPP Award Winner for Historic Restoration**  
Kingston, RI 02881  
October 2006 – Complete Exterior Historic Restoration while the train station was operating on a daily basis.

Warren Town Hall  
514 Main Street  
Warren, RI 02885  
401/245-7554  
2005 – Complete Exterior Painting of Building

University of Rhode Island  
103 Albert Carlotti Bldg  
Kingston, RI 02881  
Newman Hall  
July 2006 – Sandblasted and Painted Front of Building

Christ the King Church  
180 Old North Road  
Kingston, RI 02881  
401/783-7459  
June 2007 – Complete Exterior Restoration

Ebenizer Baptist Church  
475 Cranston Street  
Providence, RI 02907  
401/369-1298  
December 2007 – Sanctuary Interior Painting

Chariho Regional School System  
455 A Switch Road  
Wood River Junction, RI 02894  
401/364-3260

Richmond Elementary School -Complete Exterior Restoration / July 2007  
Hope Valley Elementary School – Complete Exterior Restoration / July 2007

Courthouse Center for the Arts  
3481 Kingstown Road  
West Kingston, RI 02892  
401/782-1018  
June 2007 – Complete Exterior Restoration

East Greenwich Fire  
284 Main Street  
East Greenwich, RI 02818  
401/886-8688  
2006 & 2007 Various Exterior Projects

Hale House  
2625A Commodore Perry Hwy  
South Kingstown, RI 02879  
October 2008 – Restoration of the whole Exterior of the Building

Premier Property Management  
Hamilton Harbor Condominiums  
126 West Main Road  
Middletown, RI 02842  
401/845-2128  
August 2007 – Complete Exterior Restoration

Jesus the Savior  
1 Vernon Avenue  
Newport, RI 02840  
401/847-1267  
June 2006 – Complete Exterior Painting

St. Anne's Church  
525 Branch Avenue  
Providence, RI 02904  
401/861-5111  
July 2006 – Several Exterior Restoration Projects

Ronald J. Manieri, Jr.  
65 Swift Street  
Providence, RI 02904  
401/641-2700

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Martone Service Company  
22 Sextant Lane  
Narragansett, RI 02882  
401/792-3847

Hire Date: October 31, 2000  
Title: Superintendant

### Projects

Old Slater Mill – Exterior Restoration Project – Pawtucket, RI  
Complete exterior restoration. Replaced deteriorated clapboards and wood trim. Removed wood shingles, installed new wood cedar shingles as specified, reglazed windows, removed all sash in monitor windows.

Morgan Stanley Office – Newport, RI  
Interior painting and wallcovering

Ocean State Job Lot – Misc. Painting on various locations in RI, MA & CT

Uno's Pizzeria & Grill – Various locations in RI and MA

St Peter's By The Sea Episcopal Church - Narragansett, RI  
Complete Interior restoration including the plaster, paint, pew repair and preservation of the architectural art and stenciling work throughout the entire church interior.

Woonsocket Train Depot – Woonsocket, RI  
Restored and painted all exterior surfaces. Repaired and preserved all exterior windows including reglazing.

Kingston Train Station (2014) – Kingston, RI  
Restoration of all painted exterior surfaces. Gentle power washing of all substrates, match existing gray for all exterior railings. All work was completed by brush and roller. Repaired all distressed windows and repainted.

Riverpoint Congregational  
73-75 Providence Street  
West Warwick, RI 02893  
401/823-4005  
2001 – Chemically stripped all exterior trim

St. Joseph's Church  
854 Providence Street  
West Warwick, RI 02893  
401/821-4072  
2001 – 2006 Chemically stripped and painted Exterior of Building

Squantum Club  
947 Veterans Memorial Parkway  
East Providence, RI 02915  
401/434-8377  
2001 – Restored Exterior of Building

East Greenwich Town Hall  
125 Main Street  
East Greenwich, RI 02818  
401/886-8622  
2002 – Complete Exterior Restoration  
2000 – Swift Gym

Town of East Providence  
Weaver Library  
300 Wampanoag Trail  
East Providence, RI 02915  
2000 – Complete Exterior Painting of Library

Kingston Congregational Church  
P.O. Box 116  
Kingston, RI 02881  
401/378-1790  
June 2004 - Complete Exterior Restoration of Church

Barrington Congregation Church  
461 County Road  
Barrington, RI 02806  
401/246-0111  
February 2006 - Chemically stripped and painted the coffer ceiling inside the church sanctuary

Department of Transportation  
Kingston Train Station  
**2007 PIPP Award Winner for Historic Restoration**

Kingston, RI 02881

October 2006 – Complete Exterior Historic Restoration while the train station was operating on a daily basis.

Warren Town Hall

514 Main Street

Warren, RI 02885

401/245-7554

2005 – Complete Exterior Painting of Building

University of Rhode Island

103 Albert Carlotti Building

Kingston, RI 02881

Newman Hall

July 2006 – Sandblasted and Painted Front of Building

Christ the King Church

180 Old North Road

Kingston, RI 02881

401/783-7459

June 2007 – Complete Exterior Restoration

Ebenizer Baptist Church

475 Cranston Street

Providence, RI 02907

401/369-1298

December 2007 and again in 2014 – Sanctuary Interior Painting

Chariho Regional School System

455 A Switch Road

Wood River Junction, RI 02894

401/364-3260

Richmond Elementary School -Complete Exterior Restoration / July 2007

Hope Valley Elementary School – Complete Exterior Restoration / July 2007

Courthouse Center for the Arts

3481 Kingstown Road

West Kingston, RI 02892

401/782-1018

June 2007 – Complete Exterior Restoration

East Greenwich Fire

284 Main Street

East Greenwich, RI 02818

401/886-8688

2006 & 2007 Various Exterior Projects

Premier Property Management  
Hamilton Harbor Condominiums  
126 West Main Road  
Middletown, RI 02842  
401/845-2128  
August 2007 – Complete Exterior Restoration

Jesus the Savior  
1 Vernon Avenue  
Newport, RI 02840  
401/847-1267  
June 2006 – Complete Exterior Painting

St. Anne's Church  
525 Branch Avenue  
Providence, RI 02904  
401/861-5111  
July 2006 – Several Exterior Restoration Projects

Glen Manor House  
3 Frank Coelho Drive  
Portsmouth, RI 02871  
401/683-4177  
February 2008 – Phase One of Window Restoration  
October 2008 – Phase Two of Window Restoration Project

Hale House  
2625A Commodore Perry Hwy  
South Kingstown, RI 02879  
October 2008 – Completed Exterior Renovation  
2010 – Chemically stripped all lead paint from Exterior surface of the building. Prepare and paint entire exterior and interior.

Kingston Train Station (2009)  
Thru Department of Transportation  
2 Capitol Hill, Room 317  
Providence, RI 02903  
2009 – Completely restored the exterior of this building.

St Augustine's Church  
20 Old Road  
Providence, RI 02908  
2009 – Prepare and paint the exterior of the rectory and church

St Thomas More & St Veronica's Chapel  
53 Rockland Drive  
Narragansett, RI 02882

2009 – St Thomas More – Plaster restoration of ceilings and walls & varnish all wood trim and doors, stripped and refinished pews.

2009 – St Veronica's Chapel – Complete painting project - including all sanding, scraping and painted areas.

Chariho Regional School – High School, Middle School misc. work  
455 A Switch Road  
Wood River Junction, RI 02894  
2010, 2011

Electric Boat  
165 Dilabur Avenue  
North Kingstown, RI 02852  
2010, 2011, 2012, 2013, 2014– Painting Various Building throughout Electric Boat

Narragansett Public Safety Building  
Town of Narragansett  
40 Caswell Street  
Narragansett, RI 02882  
2011 – Install New Slope roof, reframe flat roof, install new flat roof, install heating system, Install new trim and vinyl siding.

Portsmouth High School  
120 Education Lane  
Portsmouth, RI 02871  
2011 – Removing asbestos from existing opening and install Kal-wall Windows.

Ornamental Plasterworks, Inc.  
DBA Polcari Plasterworks  
P.O. Box 2709  
Woburn, MA 01888

### Ornamental Plaster Restoration

We specialize in ornamental plaster restoration and conservation and have been involved in many challenging and exciting projects.

Our skills include:

- Plaster Moldings, precast and run-in-place
- Capitals, Medallions, Reliefs
- Dome, Barrel and Elliptical Ceilings
- Conventional Stucco
- Imitation Travertine
- Venetian Plaster Finishes
- Scagliola
- Special Effects

**Site:** **Barr & Barr Inc.**

**Contact:** Gregory Bliss, Project Manager

**Current Project:**

**Boston Athenaeum**

**Note:** Visit the "Current Project" portion of our site for a unique view of the job in progress.

260 Cochituate Road  
Framingham, MA 01701



**Site: Jordan Hall Restoration**

**Contact:** Ann Beha Associates, Inc.

Ann Beha, Architect

Patti Intrieri, Architect

General Contractor: Walsh Bros.

33 Kingston Street

Boston, MA 02111

617-338-3000



**Site: Shubert Theatre Restoration**

**Contact:** Dan McQuade

Dan McQuade from Tishman Construction was the general contractor



**Site: St. Patricks Church**

**Contact:** Rev. D. George Spagnolia

282 Suffolk Street

Lowell, MA 01854



**Site: The Archdiocese of Boston**

**Contact:** Joel Parkin

St. John's Seminary  
Brighton, MA 02135

**Site: Robert A.M. Stern Architects**

**Contact:** Armand, Project Architect  
Projects:

Halpern Residence  
Chestnut Hill, Boston

New York, NY 10023  
212-246-1980

**Site: Shawmut Design & Construction**

**Contact:** Tom Goemat  
Project:

8 Cambridge Center  
Decorative Plaster

Boston, MA 02111

**Site: H. Tobiason Builders, Inc.**

**Contact:** Lawrence F. Tobiason

191 Newport Street  
Arlington, MA 02174  
781-643-8609

**Site: William Geddis Associates Architects FAIA**

**Contact:** William Geddis, Architect

Project:  
Heritage on Common  
Walter James Residence  
Boston, MA

P.O. Box 371  
Chestnut Hill, MA 02167  
617-469-5131

**Site: Memorial Church**

Contractor: Marc Truant & Associates  
Architect: M.G.I.A., Inc.

Harvard University  
Boston, MA 02111

**Site: Sam Anderson Architect**

**Contact:** Sam Anderson, Architect  
Project:

Harvard University Fogg Museum  
Cambridge, MA

505 8th Avenue  
New York, NY 10018  
212-564-7002

**Site: Graham Gund Associates, Inc.**

**Contact:** James E. McComas Jr. AIA  
Project:

Hyatt Regency, Health Club

Boston, MA 02111

**Site: Davies & Bibbins**

**Contact:** Bill Cellorier  
Project:

Ornamental Stone Restoration at Emanuel College  
Bow Street  
Cambridge, MA 02111

**Site: Ganteaume & McMullen Inc., Engineers Architects**

**Contact:** William A. Hall, Architect  
Project:

Bank of Boston Executive Dining Room  
Ellipsoid Ceiling

99 Chauncy Street  
Boston, MA 02111  
617-423-7450

**Site: Turner Construction**

**Contact:** Robert Walsh, Turner Special Projects

Division

Project:

Plaster Dome  
73 Tremont Street  
Boston, MA  
855 Boylston Street  
Boston, MA 02116  
617-247-6400

**Site: Wang Center for the Performing Arts**

**Contact:** Joe Spalding, CEO

Bill Taylor, Vice President and Chief Operating Officer

Boston, MA 02111  
617-482-9393

**Richard Pawlak  
Artist**

Richard is a highly skilled and versatile artist. He is multi-talented with 33 years of experience working with the building trades.

Richard's skills include: Gilding, Application of glazes, Painted Stenciling, Historic restoration  
Application of Artisan Plaster, Painted Murals and other artistic finishes.

Richard Pawlak attended New England School of Art in Boston and graduated Montserrat School of Art, Beverly, MA in 1981.

**Notable Projects:**

- 2015 Fairholme Mansion, Newport, RI**  
Decorative painting of ceilings, ornamental plaster and wall panels.  
Contractor: Coventry Wallcovering  
Designer: Warren Sheets Design  
Value: 6,000.00
- 2015 Boston Opera House, Boston, MA**  
Repair two Ceiling Murals water damage  
Contractor: ML McDonald Company  
Designer: Owner  
Value: 12,000.00
- 2015 Harvard University, Sanders Theater, Memorial Hall**  
Historic Repair of water damage on painted plaster wall panels  
Contractor: ML McDonald Company  
Designer: Assistant Director Raymond C. Traietti  
Value: 13,000.00
- 2015 Primark, Boston, MA**  
Painted murals and graphics in retail areas  
Contractor: Seaport Graphics  
Value: 10,000.00
- 2014 City of Quincy, MA**  
Restored two Historic City Seals  
Contractor: Owner  
Designer: Holmes & Edwards Inc  
Value: 3,200.00

- 2014 Ritz Carlton Presidential Suite, Boston, MA**  
Gild and patina 9' ceiling in the Presidential suite.  
Contractor: Corderman & Company, Inc
- 2014 The AVA, Prudential Center, Boston**  
Painted Mural in Elevator Lobby  
Contractor: ML McDonald Company
- 2013 Pacific Heights, 500 Boylston Street, Boston, MA**  
Applied 3,000 sf of Venetian Plaster Decorative wall finish  
Contractor: McAdam Painting
- 2013 Saks Fifth Avenue, Boston**  
Applied decorative wall finish for Celine store  
Contractor: ML McDonald Company
- 2013 Tufts University, Wren and Haskell Halls**  
Applied painted murals on two brick walls  
Contractor: ML McDonald Company
- 2013 Harvard University, Sanders Theater, Memorial Hall**  
Historic Repair of water damage on painted plaster wall panels  
Contractor: ML McDonald Company
- 2013 Google, Cambridge, MA**  
Apply painted mural on Elevator Lobby Walls  
Contractor: ML McDonald Company
- 2013 Cheesecake Factory, Braintree Mall**  
Repaint Faux Finish on Main Entrance wall panel  
Contractor: Best Painting Corp
- 2013 St Peter's by the Sea Church, Narragansett, RI**  
Historic Restoration: National Register  
Total restoration of artwork on new plaster walls  
Contractor: Martone Painting
- 2012 Durgin Park, Logan Airport, Boston MA**  
Apply Decorative Faux Finish in Dining Room Walls  
Contractor: ACK Painting
- 2012 Back Deck, Boston, MA**  
Apply Decorative Faux Finish in Restaurant Dining Room Walls  
Contractor: McAdam Painting
- 2012 First Parish Church, Quincy, MA**  
Historic Restoration: National Register  
Layout and gild 23.5K gold numerals and Hands  
on four 8 ft diameter Clock Faces  
Contractor: ML McDonald Company
- 2011 Legal Seafoods Harborside, Boston**  
Applied painted faux finish to columns in Dining and Grand Stairway areas  
Contractor: Best Painting Corp
- 2011 Marriott Long Wharf, Boston**  
Applied Artisan Plaster to walls in Main Lobby  
Contractor: ML McDonald Company

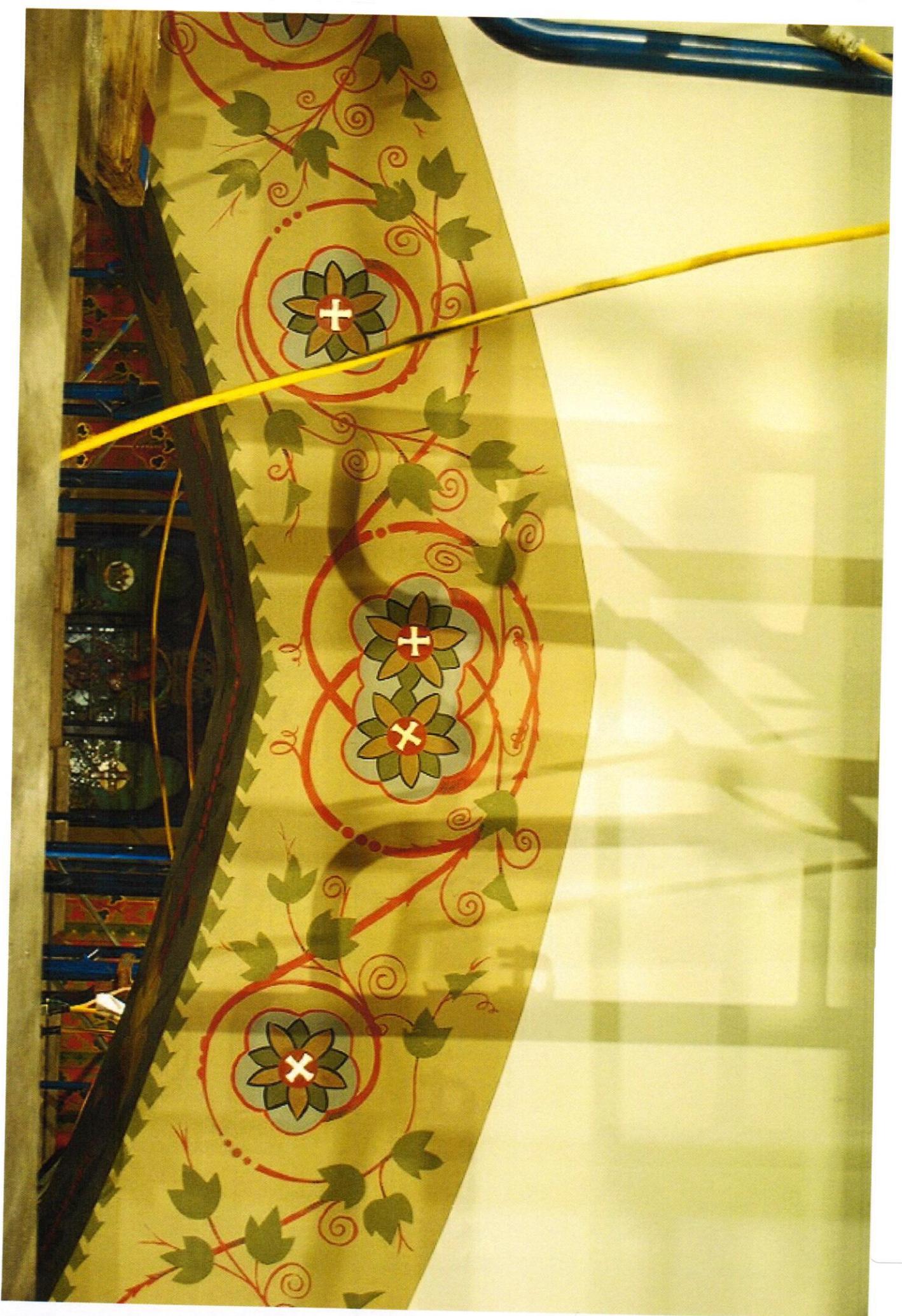
- 2011 Sheraton, Boston**  
Applied aluminum leaf finish on Feature Wall in Grand Ballroom  
Contractor: Paint Systems of New England
- 2011 470 Atlantic Avenue, Boston**  
Applied artisan plaster finish on Elevator Lobby walls  
Contractor: John M Kennedy & Co Inc
- 2010 St Thomas Moore Church, Narragansett, RI**  
Applied 23.5K Gold Leaf to 4 copper crosses  
Contractor: Martone Painting
- 2010 Microsoft, Cambridge, MA**  
Painted City Scape Murals  
Contractor: ML McDonald Company
- 2009 45 Province Street, Boston**  
Applied Artisan Plaster on walls in Main Lobby  
Contractor: ML McDonald Company
- 2009 One Marina Park, Boston**  
Applied Artisan Plaster on walls and ceiling in Main Lobby and  
Elevator Lobbies  
Contractor: McAdam Painting Inc
- 2008 Hanover Theater, Worcester, MA**  
On Vault above Proscenium; Applied painted faux roping and dental  
to mimic existing plaster molding  
Contractor: Bar and Bar, Inc
- 2008 Marriott Long Wharf, Boston**  
Applied Artisan Plaster on walls in Main Ballroom  
Contractor: ML McDonald Company
- 2008 40 Broad Street, Boston**  
Applied artisan plaster on Feature Walls in Main Lobby  
Contractor: John M Kennedy & Co Inc
- 2007 Ritz Carlton Boston Common**  
Gilded 3,000 sf Aluminum Leaf Ceiling and  
Artisan Plaster Feature Wall in New Ballroom  
Contractor: Corderman & Company, Inc
- 2007 Novelle Sales Office, Natick Mall**  
Applied artisan plaster finish on Office Front Wall  
Contractor: East Coast Spraying
- 2007 Twin Rivers, Lincoln, RI**  
Applied painted fantasy finish to 20 Columns  
Contractor: ML McDonald Company
- 2007 Arclight Capital Planners, Hancock Tower, Boston**  
Applied Fuax "Travertine" finish to Walls in Office Elevator Lobby  
Contractor: ML McDonald Company
- 2007 Sheraton, Boston**  
Repair Gilded Ceiling in Main Lobby  
Contractor: ML McDonald Company

- 2007 Sports Club LA, Millennium, Boston**  
Layout and paint multi colored pattern on Feature Wall  
Contractor: McAdam Painting Inc
- 2006 Adams House, Harvard University, Cambridge, MA**  
Historic Restoration: Repair water damaged area to match existing trompe l'œil  
Contractor: John M Kennedy & Co Inc
- 2006 Loeb House, Harvard University, Cambridge, MA**  
Historic Restoration: Applied faux wall finish in Foyer and Ballroom to match existing walls.  
Contractor: John M Kennedy & Co Inc
- 2006 80 Broad Street, Boston**  
Applied artisan plaster to walls in Main Lobby  
Contractor: ML McDonald Company
- 2006 Clarendon Sales Office, Newbury Street, Boston**  
Applied artisan plaster to Reception Area walls  
Contractor: Sentry Painting Inc
- 2005 Liberty Mutual, Boston**  
Gilded 23.5K exterior letters  
Contractor: ML McDonald Company
- 2005 CGIS Building, Harvard University, Cambridge, MA**  
Applied aluminum leaf gild to 3000 s.f. ceiling  
Contractor: ML McDonald Company
- 2005 Baker Library, Harvard Business School, Cambridge, MA**  
Historic Restoration: Glaze Ceiling truss moldings to match existing  
Contractor: John M Kennedy & Co Inc
- 2005 New York Life, Westwood, MA**  
Applied artisan plaster to Office and Reception Area walls  
Contractor: Sentry Painting Inc
- 2005 40 Trinity Place, Boston**  
Repair painted faux "travertine" finish to match existing  
Contractor: McAdam Painting Inc
- 2005 New England Life Building, Boston, MA**  
Gilded coffered ceiling to match existing finish  
Contractor: ML McDonald Company
- 2004 One Charles Street, Boston, MA**  
Applied artisan plaster to Main Lobby walls  
Contractor: McAdam Painting Inc
- 2004 Boston Harbor Hotel, Boston, MA**  
Repaired damaged faux finish in 4 Function Rooms  
Contractor: John M Kennedy & Co Inc
- 2004 Calderwood Theater at the BCA, Boston, MA**  
Composition leaf gild on Proscenium  
Contractor: Drywall Ltd.

- 2004 Thomas Lee, 100 Federal Street, Boston**  
Applied artisan plaster finish to Office walls  
Contractor: John M Kennedy & Co Inc
- 2003 Sullivan & Worcester, One post Office Square, Boston**  
Applied artisan plaster to Office walls  
Contractor: John M Kennedy & Co Inc
- 2003 Park Plaza Hotel, Boston**  
Painted striping and logo on Guest Room Doors  
Contractor: ML McDonald Company
- 2002 Ritz Carlton Hotel, Boston**  
23K gild to ornamental Ceilings in Main Lobby  
Contractor: ML McDonald Company
- 2002 Hermes, Boston**  
Applied artisan plaster to entire store walls.  
Contractor: ML McDonald Company
- 2002 Ritz Carlton Banquet Room, Boston**  
Applied artisan plaster to walls.  
Contractor: Shawmut Design and Construction
- 2002 Temple Israel, Boston**  
Gilded "Ark" in Main sanctuary  
Contractor: ML McDonald Company
- 2002 Wellesley Hills Congregational Church, Wellesley, MA**  
Stencil Nave ceiling and walls  
Contractor: John M Kennedy & Co Inc



St Peter's by the Sea Church,  
Narragansett, RI "Before"



St Peter's by the Sea Church,  
Narragansett, RI "After"

St Peter's by the Sea Church,  
Narragansett, RI "After"



St Peter's by the Sea Church,  
Narragansett, RI "Before"





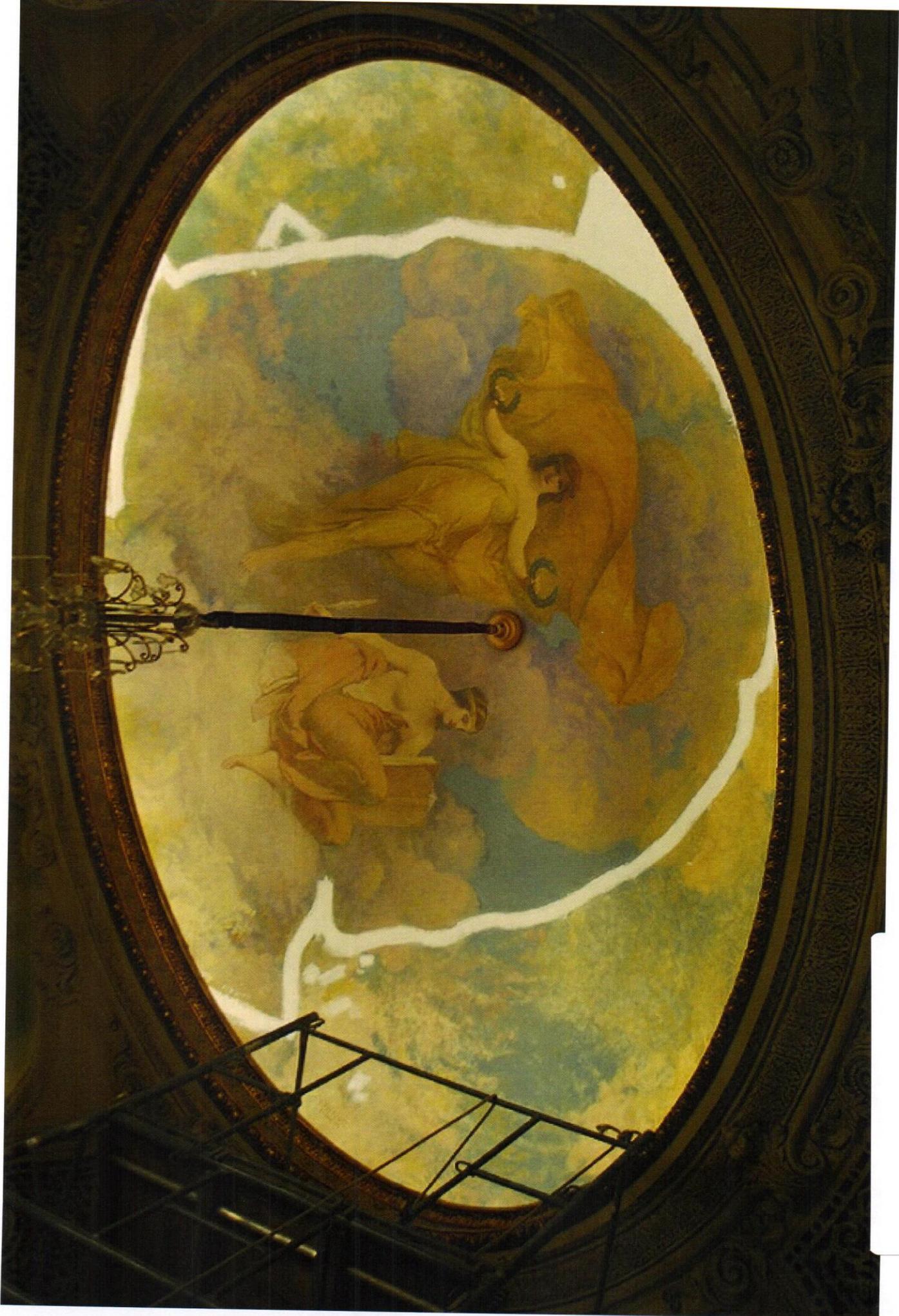
Sanders Theater Harvard University  
"Before"

Sanders Theater Harvard University  
"Before"



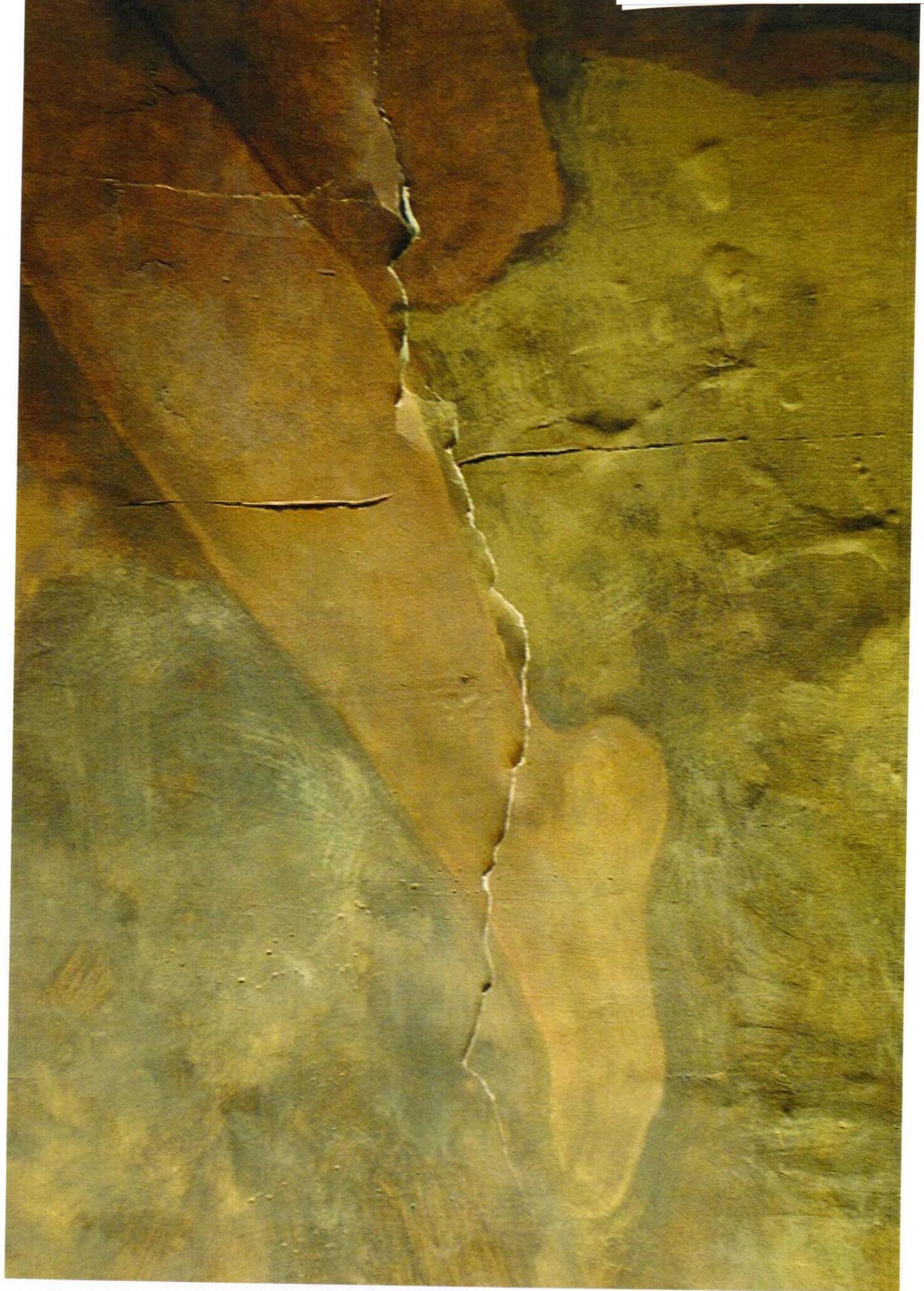


Sanders Theater Harvard University  
"After"



Sanders Theater Harvard University  
"Before"

Boston Opera House "Before"





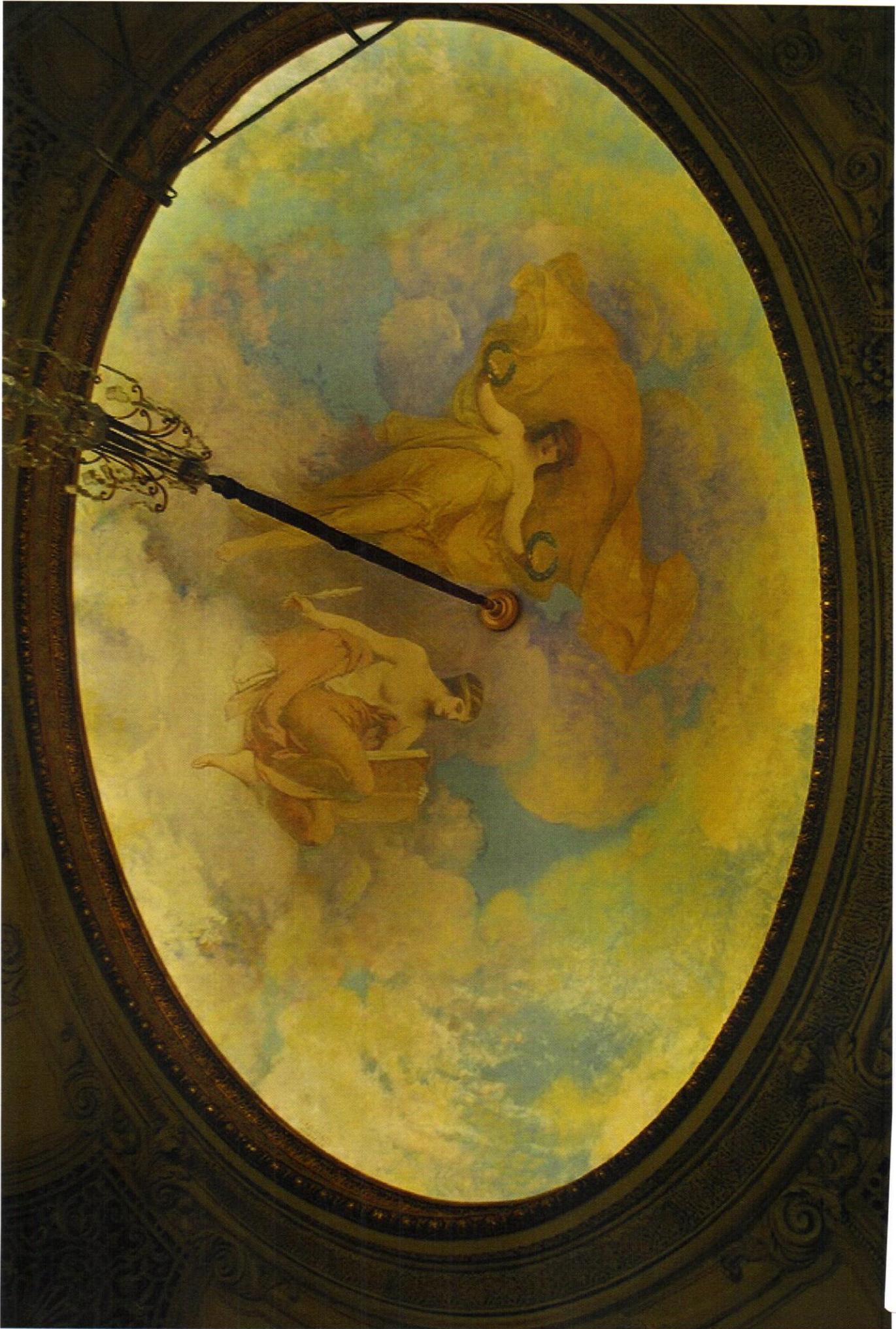
Boston Opera House "Before"



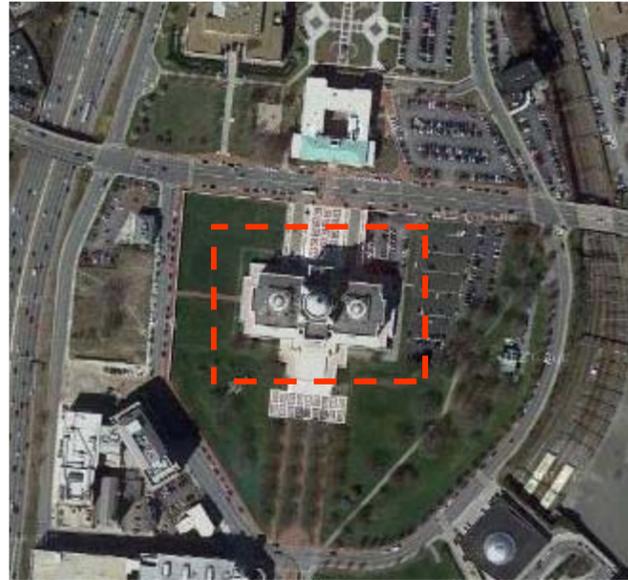
Boston Opera House "After"

Boston Opera House "After"



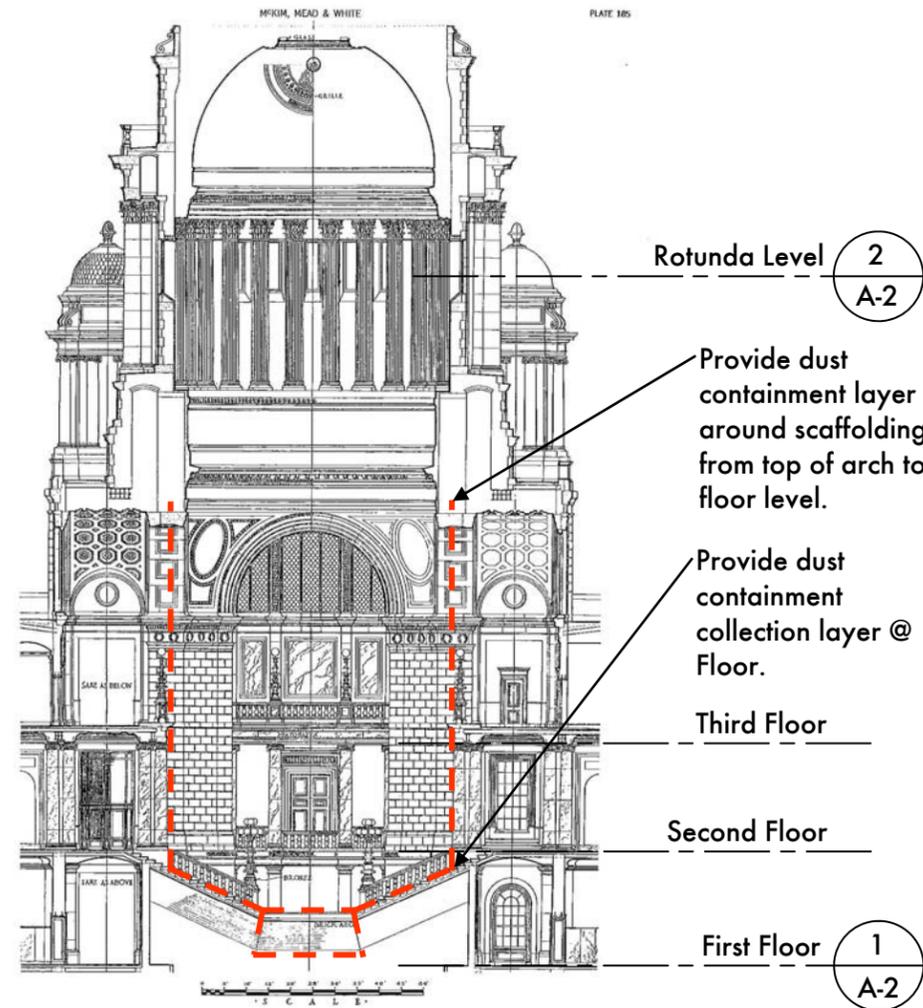


Boston Opera House "After



**AERIAL LOCUS MAP**

Scale: N.T.S.



**STATE HOUSE KEY SECTION**

Scale: N.T.S.

**General Notes**

1. All work shall conform to all applicable codes and regulations in effect at the project site.
2. Do not scale drawings.
3. The Contractor shall report any and all discrepancies to the Architect for clarification before proceeding.
4. All dimensions are to the face of concrete & masonry; center of frame partitions and frame openings unless otherwise noted.
5. Dimensions noted to existing planes shall refer to the finished surface of the wall, floor or ceiling plane.
6. All items of work are to be new, unless noted as existing.
7. Contractors shall verify all dimensions in field before purchasing materials.
8. Typical construction is noted throughout the project. Repeated similar graphic representation is sufficient. Notes at each occurrence are not required.
9. All items detailed in section are continuous unless noted otherwise.
10. Fasteners, adhesives and other system components typically required are not consistently noted or detailed. Only unique conditions are illustrated. Provide all items required to safely secure, attach or stabilize all work as recommended or required by code, or necessary for the assembly's proper performance whether or not detailed.
11. Refer to project specifications for additional information.

**Demolition Notes**

1. Protect all areas adjacent to or affected by work during construction. Provide dust containment for all work areas.
2. Clean work area and areas affected by cutting and patching operations.
3. Refer to drawings for specific scope notes.
4. All portions of the building to be removed shall be legally disposed of off-site unless directed otherwise.
5. Precautions and temporary shoring shall be placed to maintain the integrity of the existing structure throughout demolition and masonry work.
6. Should unanticipated suspected hazardous materials be encountered, Contractor shall notify Owner & Architect immediately for direction.
7. Provide cutting and patching work to properly complete the work of the project, complying with the project requirements. Do not cut and patch in a manner that would result in a failure of the work to perform as intended, decrease energy performance, increase maintenance, decrease operation life or decrease safety performance.
8. Match existing materials for cutting and patching work with new materials conforming to project requirements. Review with Owner & Architect prior to installation.
9. Inspect conditions prior to work to identify scope and type of work.
10. Cutting: Use cutting tools, not chopping tools. Make neat holes. Minimize damage to adjacent work. Inspect for concealed utilities and structure before cutting.
11. Patching: Make patches, seams, and joints durable and inconspicuous.
12. Review unique existing conditions found in the field during demolition w/ Architect.

ARCHITECTS  
150 Chestnut Street  
Providence, RI  
02903  
Tel: 401.861.1600  
Fax: 401.861.5588

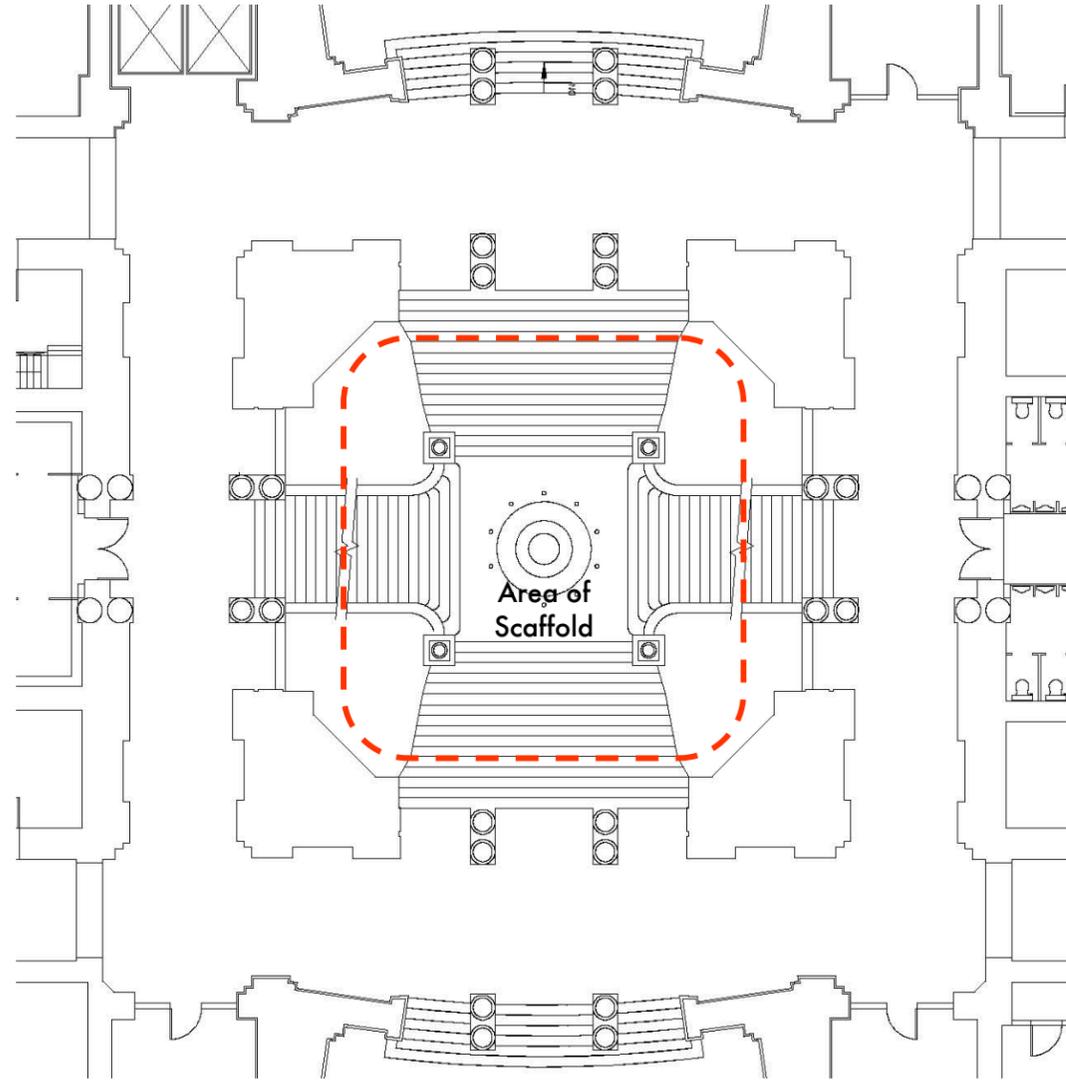
**BREWSTER  
THORNTON  
GROUP**  
LLP

STATE HOUSE SECTION KEY, LOCUS MAP,  
GENERAL NOTES, & DEMOLITION NOTES  
DATE: 13 FEBRUARY 2015 SCALE: AS NOTED

RI STATE HOUSE INTERIOR DOME REPAIR  
RI STATE HOUSE, CAPITOL HILL  
PROVIDENCE, RHODE ISLAND

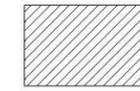
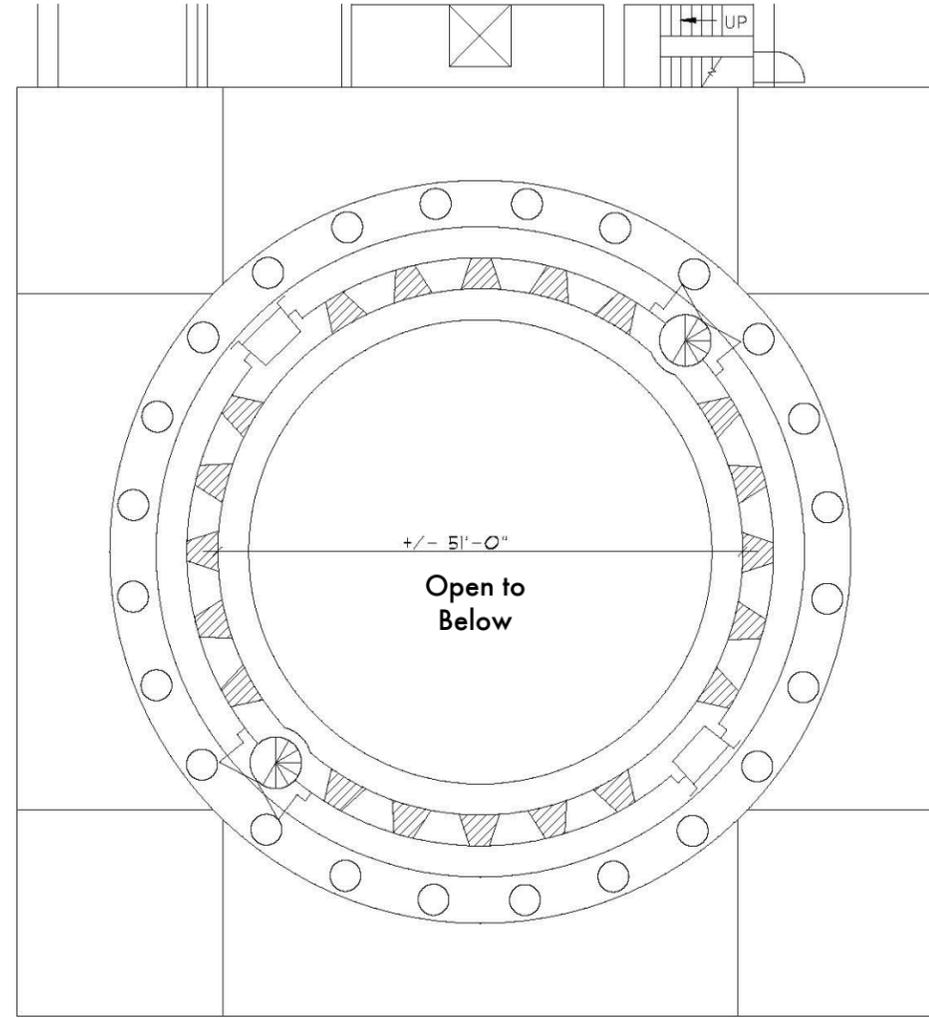
A-1

1402C



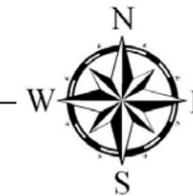
**Note:** Scaffolding Must be Erected Without Invasive Anchoring Techniques. Plan for Bracing & Anchoring to be Reviewed with Architect and Owner.

1 FIRST FLOOR PLAN  
N.T.S.



Rotunda window sills to be cleaned and painted. See photo 2/A-3 for typical condition.

2 ROTUNDA PLAN DIAGRAM  
N.T.S.



ARCHITECTS  
150 Chestnut Street  
Providence, RI  
02903  
Tel: 401.861.1600  
Fax: 401.861.5588

**BREWSTER  
THORNTON  
GROUP** LLP

FIRST FLOOR PLAN  
& ROTUNDA PLAN

DATE: 13 FEBRUARY 2015 SCALE: AS NOTED

RI STATE HOUSE INTERIOR DOME REPAIR  
RI STATE HOUSE, CAPITOL HILL  
PROVIDENCE, RHODE ISLAND

A-2

1402C

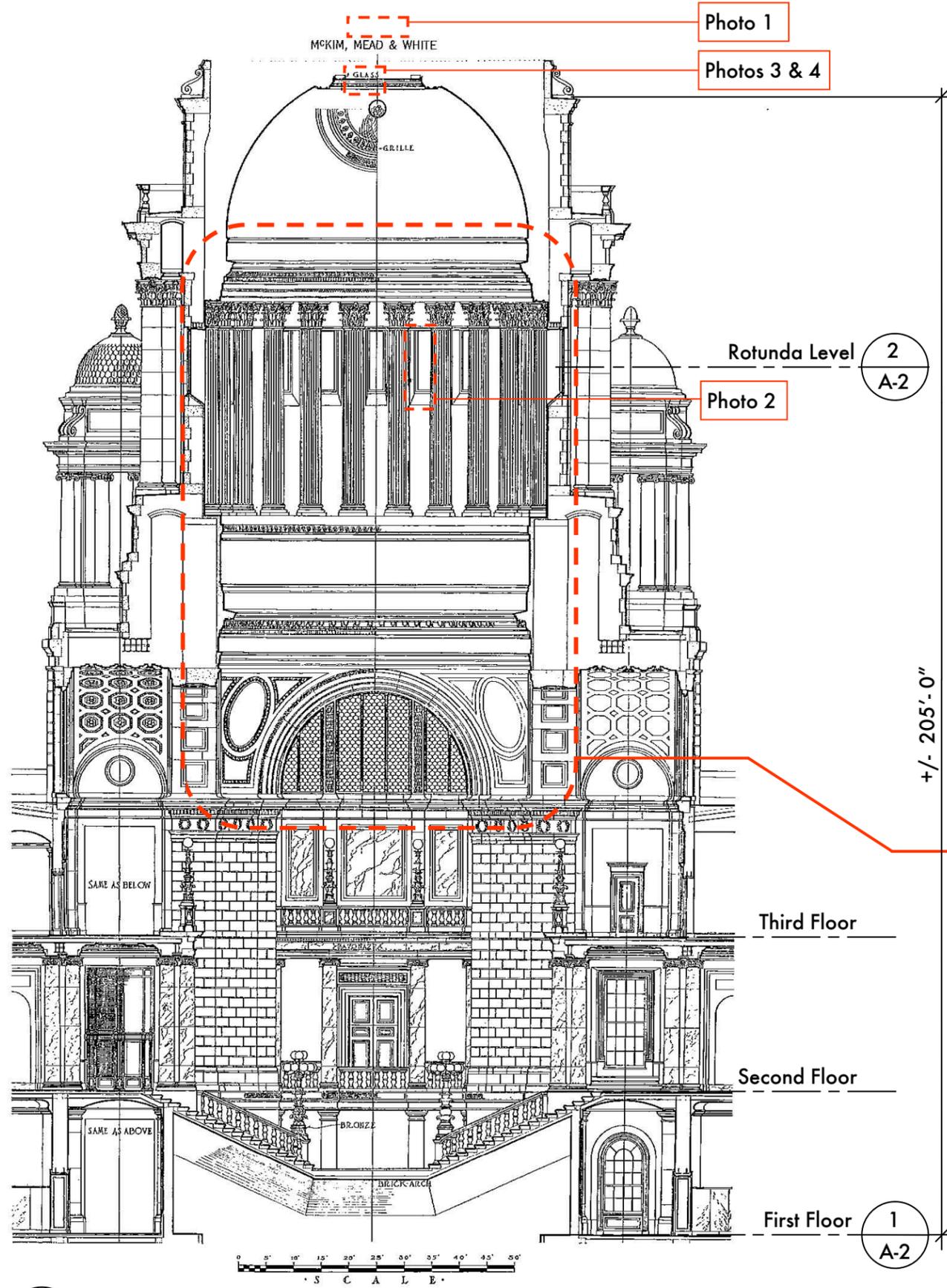


Photo 1

Photos 3 & 4

Photo 2



Photo 1: Escutcheon to be Removed, Resecured, & Painted.



Photo 2: Typical Sill Condition to be Cleaned & Painted



Photo 3: Plaster Damage to be Repaired At Oculus



Photo 4: Plaster Damage to be Repaired At Oculus

+/- 205'-0"

Area of Work for General Cleaning of All Surfaces Refer to Specific Notes for Plaster & Paint Repairs.

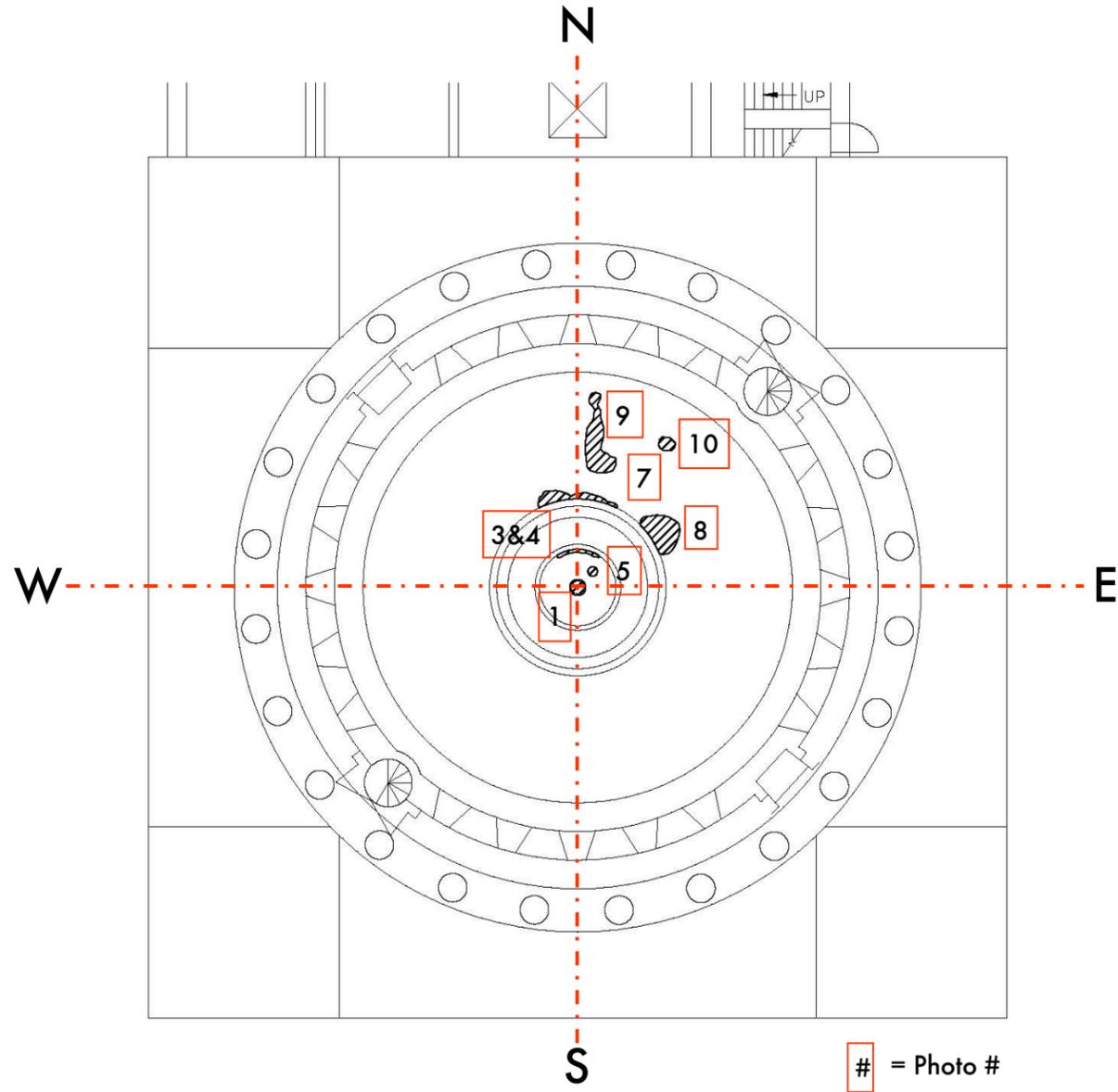
3 SECTION THROUGH ROTUNDA  
N.T.S. Refer to visual scale

A-3  
1402C

SECTION THROUGH DOME & PHOTOS  
DATE: 13 FEBRUARY 2015 SCALE: AS NOTED  
RI STATE HOUSE INTERIOR DOME REPAIR  
RI STATE HOUSE, CAPITOL HILL  
PROVIDENCE, RHODE ISLAND

ARCHITECTS  
150 Chestnut Street  
Providence, RI  
02903  
Tel: 401.861.1600  
Fax 401.861.5588





**4** ROTUNDA REFLECTED CEILING PLAN  
N.T.S.



Photo 5: Painting Repairs at Internal Metal Dome



Photo 6: Overall of Rotunda



Photo 7: North Dome Water Damage



Photo 8: Water Damage at Oculus Base

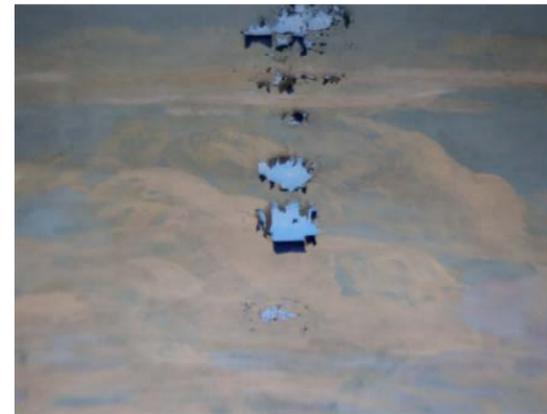


Photo 9: Close-up of Damage



Photo 10: Close-up of Damage

ARCHITECTS  
150 Chestnut Street  
Providence, RI  
02903  
Tel: 401.861.1600  
Fax: 401.861.5588

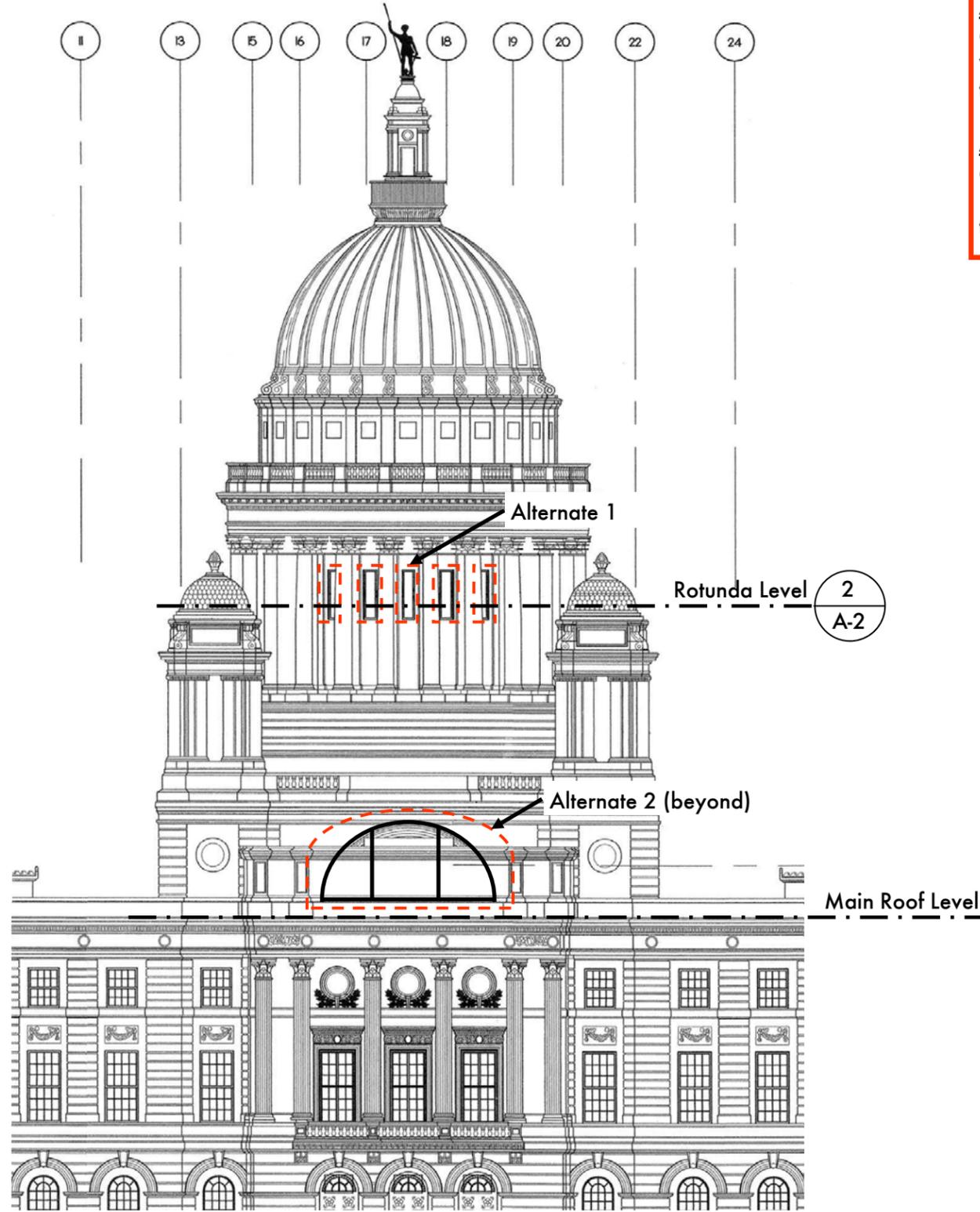
**BREWSTER  
THORNTON  
GROUP**  
LLP

ROTUNDA REFLECTED CEILING PLAN  
& PHOTOS  
DATE: 13 FEBRUARY 2015 SCALE: AS NOTED

RI STATE HOUSE, INTERIOR DOME REPAIR  
RI STATE HOUSE, CAPITOL HILL  
PROVIDENCE, RHODE ISLAND

**A-4**

1402C



**Alternate 1:** Remove and replace existing exterior window sealants at Rotunda Level windows. (All 4 elevations, 20 windows total.)

**Alternate 2:** Remove and replace existing exterior window sealants at Main Roof Level. (All 4 elevations, 4 arched windows total.)

**5** PARTIAL EAST ELEVATION  
N.T.S.

**NORTH ELEVATION**

DATE: 13 FEBRUARY 2015 SCALE: AS NOTED

RI STATE HOUSE INTERIOR DOME REPAIR  
RI STATE HOUSE, CAPITOL HILL  
PROVIDENCE, RHODE ISLAND

ARCHITECTS  
150 Chestnut Street  
Providence, RI  
0 2 9 0 3  
Tel 401. 861. 1600  
Fax 401. 861. 5588

**BREWSTER  
THORNTON  
GROUP  
LLP**

**A-5**

1402C

# DRAFT AIA® Document A107™ - 2007

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

AGREEMENT made as of (Date of issuance of Owner's Purchase Order)

BETWEEN the Owner:

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  
(401) 574-8100 (telephone)  
(401) 574-8387 (facsimile)  
www.purchasing.ri.gov

and the Contractor:

T.B.D.

for the following Project:

Rhode Island State House  
Interior Dome Repair  
82 Smith Street  
Providence, RI

The User Agency:

The State of Rhode Island Department of Administration  
Division of Capital Asset Management and Maintenance  
One Capitol Hill, Second Floor  
Providence, Rhode Island 02908  
(401) 222-6200

The Design Agent:

«Brewster Thornton Group Architects, LLP»«, Limited Liability Partnership»  
«150 Chestnut Street  
Providence, RI 02908»  
«Telephone Number: (401) 861-1600»  
«Fax Number: (401) 861-5588»

The Owner and Contractor agree as follows.

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

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

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TABLE OF ARTICLES

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

ARTICLE 1 THE WORK OF THIS CONTRACT

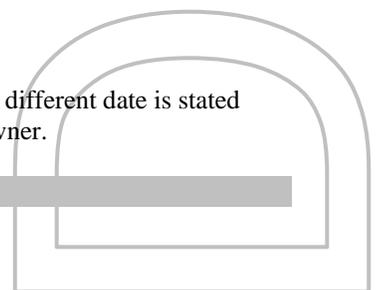
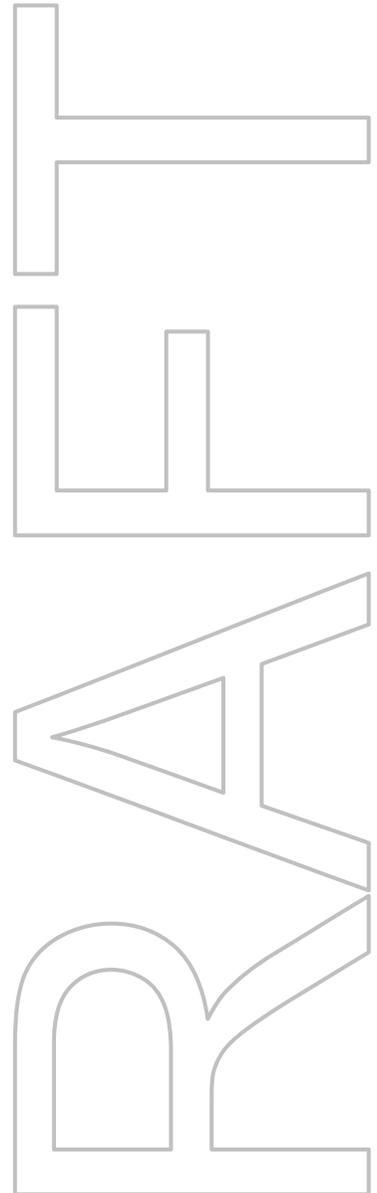
The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

« Date of issuance of Owner's Purchase Order, in coordination with the User Agency »

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



§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « thirty » ( «30» ) days from the date of commencement.

### ARTICLE 3 CONTRACT SUM

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

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

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

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are enumerated in the Bid Form.

§ 3.2.2 Unit prices, if any, are enumerated in the Bid Form.

§ 3.2.3 Allowances, if any, are enumerated in the Bid Form.

§ 3.3 Not used.

§ 3.4 Not used.

§ 3.4.3 Not used.

### ARTICLE 4 PAYMENTS

#### § 4.1 PROGRESS PAYMENTS

§ 4.1.1 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.

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

§ 4.1.3 The Owner shall make payment of the certified amount not later than the «30th » business day following written approval by the Owner.

§ 4.1.4 Retainage shall be withheld as follows:

« 5% retainage shall be held until final payment is made after project closeout »

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

#### § 4.2 FINAL PAYMENT

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and
- .3 a final Certificate for Payment has been issued by the Design Agent and approved in writing by the Owner; and
- .4 the Contractor has submitted its final waiver of lien and final waivers of lien from all of its Subcontractors and Suppliers in a form acceptable to the Owner; and
- .5 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.

§ 4.2.2 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.

#### § 4.3 OWNER'S RIGHTS

§ 4.3.1 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, and to pay the amount of such deductions to the Controller of the State of Rhode Island.

§ 4.3.2 The Owner shall have the right to deduct from any payments due to the Contractor the amount of any claim against the Contractor arising out of this Agreement or on account of any other reason.

### ARTICLE 5 DISPUTE RESOLUTION

#### § 5.1 BINDING DISPUTE RESOLUTION

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

[  ] Arbitration pursuant to Section 21.4 of this Agreement

[  ] Litigation in a court of competent jurisdiction

[  ] Other (*Specify*) All claims shall be resolved in accordance with the Rhode Island "State Purchases Act," R.I. Gen. Laws § 37-2-1, *et seq.* and the Procurement Regulations; the Rhode Island "Public Works Arbitration Act," R.I. Gen. Laws § 37-16-1, *et seq.*; the Rhode Island "Administrative Procedures Act" R.I. Gen. Laws § 45-35-1, *et seq.*; and or the Rhode Island "Prompt Payment Act," R.I. Gen. Laws § 42-11.1-1, *et seq.*; and other statutes, rules, or regulation as may be adopted by the State of Rhode Island and or the Department of Administration during the term of this agreement. »

### ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

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

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

§ 6.1.2 The Supplementary and other Conditions of the Contract:  
The bid form is attached to the RFP.

§ 6.1.3 The Specifications:  
The specifications are attached to the RFP.

§ 6.1.4 The Drawings:

The drawings are attached to the RFP.

§ 6.1.5 The Addenda, if any:

The addenda are attached to the RFP.

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

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 THE CONTRACT DOCUMENTS

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

§ 7.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 THE WORK

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

§ 7.4 Not used

§ 7.5. Not used

§ 7.6 Not used

ARTICLE 8 OWNER

§ 8.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

§ 8.2 OWNER'S RIGHT TO STOP THE WORK

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

§ 8.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such

default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Design Agent's services made necessary thereby, from the payment then or thereafter due the Contractor.

## ARTICLE 9 CONTRACTOR

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

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

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Design Agent any errors, inconsistencies, or omissions discovered by or made known to the Contractor 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.

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

### § 9.2 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

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

### § 9.3 LABOR AND MATERIALS

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

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

### § 9.4 WARRANTY

The Contractor warrants to the Owner and Design Agent that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes

remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

§ 9.5 Not used

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

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Not used

§ 9.8 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and 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 as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

§ 9.9 SUBMITTALS

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

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

§ 9.10 USE OF SITE

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

§ 9.11 CUTTING AND PATCHING

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

§ 9.12 CLEANING UP

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

§ 9.13 Not used

## § 9.14 ACCESS TO WORK

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

## § 9.15 INDEMNIFICATION

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

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## ARTICLE 10 DESIGN AGENT

§ 10.1 The Owner will fulfill the role of the Design Agent will provide administration of the Contract and will be a representative during construction, until the issuance of final Certificate for Payment.

## ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Design Agent the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Design Agent has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Design Agent, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

## ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

#### ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Design Agent, or by written Construction Change Directive signed by the Owner and Design Agent; provided, however, that Contractor shall not undertake to perform any changes in the Work until issuance of an approved change order by the Division of Purchases.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Design Agent, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Design Agent will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Design Agent will prepare a Change Order; provided, however, that Contractor shall not undertake to perform any changes in the Work until issuance of an approved change order by the Division of Purchases.

§ 13.3 The Design Agent will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly; provided, however, that Contractor shall not undertake to perform any changes in the Work until issuance of an approved change order by the Division of Purchases.

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

#### ARTICLE 14 TIME

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

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

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

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

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

## ARTICLE 15 PAYMENTS AND COMPLETION

### § 15.1 APPLICATIONS FOR PAYMENT

§ 15.1.1 Within (20) 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 Design Agent, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Design Agent and Owner may require. This schedule, unless objected to by the Design Agent, shall be used in reviewing the Contractor's Applications for Payment.

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

§ 15.1.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

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

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

### § 15.2 CERTIFICATES FOR PAYMENT

§ 15.2.1 The Design Agent will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the 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 15.2.3.

§ 15.2.2 The issuance of a Certificate for Payment will constitute a representation by the Design Agent to the Owner, based on the Design Agent's evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Design Agent's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the 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.

§ 15.2.3 The Design Agent may 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 15.2.2 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 15.2.1. If the Contractor and the 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 9.2.2, because of

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

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

### § 15.3 PROGRESS PAYMENTS

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

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

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

### § 15.4 SUBSTANTIAL COMPLETION

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

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

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

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

### § 15.5 FINAL COMPLETION AND FINAL PAYMENT

§ 15.5.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the 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 stated in Section 15.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

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

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

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

## ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

### § 16.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

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

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Design Agent or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

### § 16.2 HAZARDOUS MATERIALS

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Design Agent in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

§ 16.2.2 Subject to the limits of liability set forth in 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 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

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

## ARTICLE 17 INSURANCE AND BONDS

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

### § 17.2 OWNER'S LIABILITY INSURANCE

### § 17.3 PROPERTY INSURANCE

§ 17.3.1 Not used

§ 17.3.2 Not used

§ 17.3.3 Not used

§ 17.3.4 Not used

§ 17.4 Not used.

## ARTICLE 18 CORRECTION OF WORK

§ 18.1 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, unless compensable under Section A.2.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct

it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

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

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

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

## ARTICLE 19 MISCELLANEOUS PROVISIONS

### § 19.1 ASSIGNMENT OF CONTRACT

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

### § 19.2 GOVERNING LAW

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

### § 19.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public 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 the costs to the Contractor.

### § 19.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 19.4.

## ARTICLE 20 TERMINATION OF THE CONTRACT

### § 20.1 TERMINATION BY THE CONTRACTOR

If the Design Agent fails to certify payment as provided in Section 15.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Design Agent, terminate the Contract and recover from the Owner payment for Work executed.

### § 20.2 TERMINATION BY THE OWNER FOR CAUSE

§ 20.2.1 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 applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- .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 of nonrenewal of any insurance required under the Contract Documents.

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

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

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

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

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed.

#### ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Design Agent but excluding those arising under Section 16.2, shall be referred initially to the Purchasing Agent appointed pursuant to the provisions of the "State Purchases Act," R.I. Gen. Laws 37-2-1 et seq., for decision. Such matters, except those waived as provided for in Section 21.8 and Sections 15.5.3 and 15.5.4, shall, after initial decision by the Purchasing Agent as a condition precedent be subject to binding dispute resolution.

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

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

§ 21.4 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration in accordance with the Rhode Island "Public Works Arbitration Act," R.I. Gen. Laws § 37-16-1, et seq. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.5 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration

permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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

#### § 21.8 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor waives claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes

- .1 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

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

#### §22.

The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of the Agreement, any termination of this Agreement, and the final completion of the Work:

- .1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- .2 that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- .3 that it is authorized to do business in the State of Rhode Island and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;
- .4 that its execution of this Agreement and its performance thereof is within its duly authorized powers;
- .5 that its duly authorized representative 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; and
- .6 that the Contractor and Sub-Contractors have all required licensing required to perform the Work they are engaged in, by the State of Rhode Island in accordance with all applicable rules, laws and regulations. It is the Contractors responsibility to assure that all sub-contractors are properly licensed by the State and if there is a belief that there are reciprocity programs in place they need to be confirmed. Delays in work due to issues related to licensing are not subject to consideration for changes regarding the completion date for the project.
- .7 that it possesses a high level of experience and expertise in the business administration, construction, and superintendence of projects of the size, complexity, and nature of this

particular Project, and it will perform the Work with care, skill, and diligence of such a contractor.

Any Applications for Payment or Change Orders must be signed by the Project Manager and a duly authorized representative of the Design Agent, the Contractor, and the Department of Administration. »

This Agreement entered into as of the day and year first written above; provided, however, that this Agreement shall not become effective until issuance of an approved purchase order by the Division of Purchases.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
(Printed name and title)

PROJECT MANUAL

**State House Interior Dome Repair**

**Smith Street  
Providence, RI 02908**

Feb. 13, 2015

Job No. 1402C

Owner: State of Rhode Island and Providence Plantations  
RI Dept. of Administration  
One Capitol Hill  
Providence, RI 02908

Design Agent: Brewster Thornton Group Architects, LLP  
150 Chestnut St.  
Providence, RI 02903

PROJECT MANUAL

## **State House Interior Dome Repair**

**One Capitol Hill  
Providence, RI 02908**

Feb. 13, 2015

Job No. 1402C

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**DOCUMENT 00 0115  
LIST OF DRAWINGS**

<b>Dwg. No.</b>	<b>Drawing Title</b>	<b>Date</b>
A-1	State House Section Key, Locus map, General Notes, & Demolition Notes	02/13/15
A-2	First Floor plan & Rotunda Plan	02/13/15
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**END OF DOCUMENT**

**DOCUMENT 00 5200  
AGREEMENT FORM**

**PART 1 – GENERAL**

- 1.1 The Agreement Form to be utilized on this project is AIA Document A101-2007 as amended, a draft copy of which has been included in the solicitation.

**END OF DOCUMENT**

**DOCUMENT 00 7000  
GENERAL CONDITIONS**

**PART 1 – GENERAL**

- 1.1 The General Conditions to be utilized on this project is AIA Document A201-2007 as amended, a draft copy of which follows this page.

**END OF DOCUMENT**

## SECTION 00 8000 - 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.

Add the follow Paragraph to Article 7:

7.5 OVERHEAD AND PROFIT MARK-UP

§ 7.5.1 Throughout Article 7, 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, 12% of the cost;
2. For each Sub-Contractor involved, work performed by his own forces, 12% of the cost;
3. For the Contractor, for work performed by his sub-contractor, 8% of the amount due the sub-contractor.
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 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.

## ARTICLE 13...MISCELLANEOUS PROVISIONS

13.8 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 adjacent properties, 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.

001 - The Contractor shall make provisions to assure that closure and/or disruption to roadways, driveways, and hallway 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.

These conditions shall be used in regards to dealing with Public Ways such as streets and sidewalks and adjacent businesses/residences 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. 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.

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.

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. The submittals shall be provided to the Owner and Architect for the Owners approval and at minimum defines a procedure for the following...

The protocol submitted to the Owner and Architect shall establish the Contractors written notification procedure and the Contractor's plans on making either permanent work around solutions and/or temporary solutions to assure that the adjacent properties 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. All costs associated with these activities are considered part of the Base Bid and Base Project Schedule.

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 adjacent

properties.

The costs for Emergency and/or Accidental disruptions and/or shut downs shall be the Contractor's responsibility

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.

005 - 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.

### 13.9 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.

### 13.10 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 Architect with no exception unless otherwise noted and/or approved in writing.

### 13.11 Liquidated Damages

Damages are defined and delineated in the Bid Form.

Add the following Paragraph 13.12 to Article 13

### 13.12 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 one (1) year warranty period on all systems, equipment, materials and workmanship incorporated in the project. Systems, equipment, materials and workmanship that has been prescribed as having warranties for periods greater than one (1) year by the individual specification sections shall be carried at the warranty period prescribed by that individual reference provided a minimum of one (1) year 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 one (1) 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<sup>1</sup>.

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 one (1) 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 one (1) year is acceptable on the project and any and all contradictions to this one (1) year period in the individual specification sections shall be considered edited to read one (1) year 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 one (1) year. Those periods shall remain for the period that has been prescribed, as greater than one (1) year as published and established in the Contract Documents.

### 13.13 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 post occupancy and systems are critical and opportunity to perform corrective work is extremely limited and disruptive to the facilities operation.

In regards to those trades practicing in the fields of Security, Communications, Data, Audio Visual, Assistive or Hearing Reinforcement, Technologies it is expected that the teams assigned this work have extensive experience in the construction and startup of facilities (with systems similar to those being installed for this project) that have critical systems required to be fully functional on opening day.

#### 13.14 Indoor Air Quality Program

It is the Owners goal on this project to be proactive in providing the users of the Facility with an environmentally friendly facility throughout the life of the building.

General Concerns during Construction are illustrated below and shall be addressed:

- Overall cleanliness of the job site and frequent housekeeping of all areas to eliminate dust and other debris in cavities and other areas to be enclosed during the Work.
- Assure that all products (i.e. drywall, insulation, carpet and etc.) 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.
- Delay installation of adsorbent (fleecy) materials such as ceiling tiles until emissions from other construction contaminants (e.g. wet product emissions) have dissipated. Otherwise, these materials will adsorb the contaminants and later release them during occupancy.
- Do not unnecessarily cut materials such as but not limited to lumber, wood based sheet goods, ceiling tiles, gypsum, ceramic tile, and any other materials that create dust and other fine debris once the finish process has commenced in a specific area.
- No smoking shall be permitted.
- Properly dispose of food throughout the construction process at all times. Do not allow food or beverages to accumulate on floors at any time and under no circumstances shall food and drink be permitted to be disposed of 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.

### 13.15 Noise Control

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

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.

### 13.16 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 air-borne dust from dispersing into the building.
- 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.

#### 13.17 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 Servers utilizing software such as but not limited to Microsoft Office, Adobe Acrobat, and AutoDesk AutoCAD.

#### 13.18 Field Reports/Actions

The Contractor acknowledges that action items outlined in field reports prepared by the Design Agent and its consultants 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.

#### 13.19 Loading

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

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

END OF SECTION 000800

**SECTION 01 1000  
SUMMARY****PART 1 - GENERAL****1.01 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. General cleaning of all surfaces within the State House rotunda dome and staircase space walls/windows and trim above the second level.
  - 2. Cleaning, repair and painting of plaster at upper dome level and around the oculus.
  - 3. Cleaning and repair of water damaged *Four Freedoms* mural, including touch-up painting. (A full historic restoration of the mural is not included in this project.)

**1.02 CONTRACT DESCRIPTION**

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 5200 - Agreement.

**1.03 DESCRIPTION OF WORK**

- A. Scope of cleaning and repair work is shown on drawings and/or as specified herein.

**1.04 OWNER OCCUPANCY/SCHEDULE**

- A. Owner intends to fully occupy the facility during the period of construction. It is anticipated that access to the rotunda will be restricted to authorized personnel only during the Work of this Project.
- B. Start of work shall be as noted in the project contract documents and bid form.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

**1.05 CONTRACTOR USE OF SITE AND PREMISES**

- A. Construction Operations: Limited to areas within the building as agreed with Owner. 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 Capitol Police.

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.

**1.06 ITEMS TO BE SALVAGED**

A. By contractor for reinstallation:

1. Lifting paint and detached sections of plaster will be salvaged for consolidation and reattachment.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION – NOT USED**

**END OF MAIN SECTION**

**SECTION 01 2000  
PRICE AND PAYMENT PROCEDURES**

**PART 1 - GENERAL**

1.01 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.

1.02 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.

**1.03 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.
- B. See Section 01 4000 for testing requirements.

**1.04 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.

**1.05 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 3300.

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 URI. See Attachment A this section for current State and Federal requirements.
- E. Submit with transmittal letter as specified for Submittals in Section 01 3300.
- F. Beginning with the second Application for Payment, Contractor's right to payment must be substantiated by documenting, on a copy of the URI Waiver of Lien Form included in Document 00 6140 - Waiver of Lien Form in this Project Manual, that payment monies due, less retainage not exceeding ten percent, have been paid in full to subcontractor and suppliers for work, materials, or rental of equipment billed for under specific line item numbers in the immediately preceding application.
- 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 7800, 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 3300. 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.

#### 1.07 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.

#### 1.08 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 6000.
- 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.

#### 1.09 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.

**PART 2 - PRODUCTS**

Not Used.

**PART 3 - EXECUTION**

Not Used.

**END OF SECTION**

**01 2010 PRICE AND PAYMENT PROCEDURES - Attachment A**

A. Allowances

1. Repair Allowance for concealed damage to be authorized on a per item quote basis. Unit prices may be used as a component of the quote. See Bid Form for amount.

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. Full depth plaster repair to match existing, per Square Foot
2. Partial depth plaster repair, per Cubic Foot
3. Infill painting – sky/field, per Square Foot
4. Infill painting – artistic detail, per Square Inch
5. Window sealant replacement, including removal of existing materials, clean and prime surfaces, backer rod, and new sealant - per Lineal Foot

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

1. Removal and replacement of exterior sealants at Rotunda Level Clerestory windows. Assume no toxics.
2. Removal and replacement of exterior sealants at Main Roof Level Arched windows. Assume no toxics.

**END OF ATTACHMENT**

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

**01 2020 PRICE AND PAYMENT PROCEDURES - Attachment B**

[www.mbe.ri.gov](http://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 \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
 Notary Signature

\_\_\_\_\_  
 Commission Expires

**SECTION 01 3000**  
**ADMINISTRATIVE REQUIREMENTS**

**PART 1 - GENERAL**

1.01 SECTION INCLUDES

- A. Site administration
- B. Coordination and project conditions.
- C. Preconstruction meeting.
- D. Site mobilization meeting.
- E. Progress meetings.
- F. Pre-installation meetings.

1.02 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.

1.03 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.

#### 1.04 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.

#### 1.05 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.

#### 1.06 PROGRESS 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 *two* days after the meeting to the participants, with copies to the Contractor, Consultants, Owner, participants, and others affected by the decisions made.

#### 1.07 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.

## **PART 2 - PRODUCTS**

Not used.

## **PART 3 - EXECUTION**

Not used.

## **END OF SECTION**

**SECTION 01 3300  
SUBMITTAL PROCEDURES**

**PART 1 - GENERAL**

1.01 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.

1.02 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 7800.

### 1.03 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.

#### 1.04 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.

#### 1.05 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 7800.
- 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 7800.

#### 1.06 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 7800.
- 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 equipments and appliances.

#### 1.07 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 7800.
- 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 7800.
- 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.
- F. Include identification on each sample, with the full Project information.
- G. Submit at least the number of samples specified in the individual specification Sections; the Design Agent will retain two samples.
- H. Reviewed samples, which may be used in the Work, are indicated in the individual specification Sections.
- I. Samples will not be used for testing purposes unless they are specifically stated to be in the specification Section.

#### 1.08 TEST REPORTS

- A. Submit (1) printed copy and (1) electronic PDF of lab reports in accordance with Section 01 4000.
- 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.

#### 1.09 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.
- A. Certificates may be recent or previous test results on the material or product, but must be acceptable to the Design Agent and its Consultants.

### 1.10 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.

### 1.11 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.

### 1.12 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 7800 for close-out copy requirements of these files.

### 1.13 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**

**SECTION 01 4000  
QUALITY REQUIREMENTS****PART 1 - GENERAL**

## 1.01 SECTION INCLUDES

- A. Contractor Qualification Statement
- B. Quality control and control of installation.
- C. Verification of Credentials and Licenses.
- D. Tolerances
- E. References.
- F. Testing and inspection services.
- G. Manufacturers' field services.
- H. Mock-up Requirements.

## 1.02 CONTRACTOR QUALIFICATION STATEMENT

- A. Due to the extremely sensitive nature of the work of portions of this project, and the special skills required for same, the following information must be submitted with the bid or the proposal will not be considered:
  - 1. The State House is an important historical building because of its current use, its association with significant historical events, and the quality of its architecture. The building was constructed in 1901 and was designed by the renowned architectural firm of McKim Mead and White. The building has served as the Capitol Building for the State of RI since that time.
  - 2. It is important that the successful bidder be experienced in restoration and rehabilitation of older buildings and with the Secretary of the Interior's Standards for Rehabilitation. The contractor submitting the bid must have been in business under the same name, and doing the same type of work, for a minimum of five years. To demonstrate experience and qualifications, provide the following:
    - a) Provide history of the firm, including number of years it has been in business.
    - b) Provide a list of major subcontractors for this project and list their scope areas.

- c) Provide a list of representative ornamental plaster/paint restoration projects completed within the last 10 years with final cost, year completed and description of the scope of work. Projects by major subcontractors should be included.
  3. Provide resumes for principals and key personnel who will be assigned to the project, including a list of relevant projects with which they were personally involved. Include major subcontractors.
  4. List three or more historic preservation projects on buildings 100 years old or more that were completed by this firm within the last five years. Include the date of completion, the age of the building, the cost of the project, the architect, a detailed description of the work, and a project reference with phone number. At least one must be a project including restoration work on ornamental plaster/paint restoration.
  5. The Owner reserves the right and sole discretion to determine equivalent or prior experience and the right to reject any or all bids which fail to demonstrate equivalent prior experience. The owner will contact project references, and reserves the right to reject bids based on poor performance with similar projects.
- B. Qualifications will be evaluated on the basis of similar project experience for:
1. Completion of at least 3 similar historically significant projects.
  2. Size and dollar value of similar completed projects.
  3. Contractor's performance with similar projects. (references will be checked)
  4. Contractor's ability to subcontract with qualified firms.
  5. Relevant experience of individuals assigned to the project.

### 1.03 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.

#### 1.04 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.

#### 1.05 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.

#### 1.06 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.

**1.07 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.

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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. Limits On Testing Authority:
1. Agency or laboratory may not release, revoke, alter, or enlarge on the requirements of the Contract Documents.
  2. Agency or laboratory may not approve or accept any portion of the Work.
  4. Agency or laboratory may not assume any duties of the Contractor.
  5. Agency or laboratory has no authority to stop the Work.

#### 1.08 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 3300 - SUBMITTAL PROCEDURES, MANUFACTURERS' FIELD REPORTS article.

**1.09 MOCK-UP REQUIREMENTS**

- A. Assemble and erect specified items with specified cleaning materials, 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**

**SECTION 01 5000**  
**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 - GENERAL**

1.01 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. Scaffolding.
  - 3. Parking/Traffic.
  - 4. Progress cleaning and waste removal.
  - 5. Traffic regulation.
  
- C. Temporary Controls:
  - 1. Barriers.
  - 2. Security.
  - 3. Fire detection.
  - 4. Dust control.
  - 5. Noise control.
  - 6. Pollution control.

1.02 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.
  
- D. 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.
  
- E. 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.

1.03 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). Provide relamping with full spectrum bulbs when required by painting subcontractor's work.
- 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. Install new lamps at the end of construction in center dome chandelier.

#### 1.04 TEMPORARY HEATING AND COOLING

- A. The existing building will be heated by the Owner during construction when temperatures require. There is no cooling in the center dome. 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, subject to the approval of the Owner.
- 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 in the upper dome only with mechanical hot-air heating, clean units and replace filters after Substantial Completion.
- E. Do not use new equipment for heating after replacement of filters during construction.

#### 1.05 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. Provide additional ventilation equipment if necessary.

#### 1.06 TELEPHONE SERVICE

- A. Provide, maintain, and pay for cell phone service to the field supervisor at the time of project mobilization for the duration of the project. Provide phone number to Owner team.

#### 1.07 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 only when approved by the Owner. Provide temporary pipe insulation if needed to prevent freezing.

#### 1.08 TEMPORARY SANITARY FACILITIES

- A. Contractor's personnel will be allowed use of public toilet facilities within the building. Keep clean and neat.

#### 1.09 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 SCAFFOLDING

- A. Contractor is responsible for all scaffolding required to facilitate, serve, stock, clean, and complete the Work. Include all costs for delivery and set-up, stabilization, access stair system, railings and guards, other OSHA compliant provisions, protection/repair of securement points, and removal. Include planking and/or plate for walking/work surfaces.
- B. Scaffolding shall be designed by an engineer licensed in RI, the erection drawings for which shall bear the engineer's stamp. Submit for approval per Section 01 3300 requirements.
- C. Bearing shall be allowed on the rotunda center floor, but not at intervening floor levels. Stabilization banding (canvas ties with ratchets, similar to loading ties on flatbed transports) will be allowed to encircle corner structures below painted areas without blocking doors or egress. Otherwise, the scaffolding shall not be secured to the finished faces of floor, wall or ceiling areas. Padding between bands and marble must be shown on erection drawings, including material and thickness information.
- D. Emergency egress through the scaffolding at each of the monumental stairs must be maintained for a minimum width of five feet on each flight. Protect such egress from overhead falling items using non-combustible materials. Show on erection drawings.
- E. Restore any surfaces or balustrade damaged by scaffolding installation to original condition.
- F. Inspection: At the completion of erection, the design engineer shall inspect the completed installation and sign-off on a record card to be attached to the rail of the first stair access section. An OSHA inspection shall be conducted within 3 days and that sign-off added. Every 7 days thereafter, or after any event likely to impact the stability of the scaffolding, a trained member of the scaffolding company shall re-inspect and sign-off on the card. See sample card at end of this section.

#### 1.11 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.

#### 1.12 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. Since demolition is extremely limited with this project, use of even an enclosed chute is not anticipated.

#### 1.13 TRAFFIC REGULATION

- A. Signs, Signals, And Devices (for deliveries and removals):
  - 1. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.
  - 2. Flag person Equipment: As required by local jurisdictions.
  - 3. 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. Removal:
  - 1. Remove equipment and devices when no longer required.
  - 2. Repair damage caused by installation.

#### 1.14 BARRIERS

- A. Provide barriers to allow for the Owner's egress through the scaffolding and to protect existing facilities and adjacent areas from damage from the construction operations, or demolition.
- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

#### 1.15 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 fire-retardant-treated 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.

#### 1.16 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.

#### 1.17 FIRE DETECTION

- A. Before beginning any construction operation that can potentially trigger the existing fire alarm detection system, notify the Owner. Coordinate bagging or deactivation of any detector with Owner's safety personnel.
- 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.

1.18 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.

1.19 NOISE CONTROL

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

1.20 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.

1.21 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**



**SECTION 01 6000  
PRODUCT REQUIREMENTS**

**PART 1 - GENERAL**

1.01 SECTION INCLUDES

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

1.02 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.

1.03 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.

1.04 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.

#### 1.05 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.

#### 1.06 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**

**SECTION 01 7000  
EXECUTION REQUIREMENTS**

**PART 1 - GENERAL**

1.01 SECTION INCLUDES

- A. Examination.
- B. Preparation.
- C. Protection of adjacent construction.
- D. Cutting and patching.
- E. Special procedures.
- F. Protecting Installed Construction.

1.02 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.

1.03 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.

#### 1.04 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.

#### 1.05 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.

#### 1.06 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.
- 1.07 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.

**PART 2 - PRODUCTS**

Not Used.

**PART 3 - EXECUTION**

Not Used.

**END OF SECTION**

**SECTION 01 7800  
CLOSEOUT REQUIREMENTS****PART 1 - GENERAL**

## 1.01 SECTION INCLUDES

- A. Closeout procedures.
- B. Quality assurance.
- C. Materials and finishes manuals.
- D. Project Record documents.

## 1.02 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. Cooperate with Design Agent and Owner in completing the information required by the Project Close-out spreadsheet, attached to this Section as Attachment A.

## 1.03 QUALITY ASSURANCE

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

## 1.04 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. Additional Requirements: As specified in the individual product specification Sections.
- D. Include a listing in the Table of Contents for design data, with a tabbed flysheet and a space for the insertion of data.

#### 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.
- B. 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.
- E. 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.
- F. Legibly marked Specifications, and legibly marked Record Drawings and Shop Drawings shall constitute the Project Record Documents in paper form.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. Update the on-site Project Record Documents on a regular basis. Monthly payments will not be processed if Project Record Documents are not maintained up to date.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

**END OF SECTION**

**SECTION 06 1000  
ROUGH CARPENTRY**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Concealed wood blocking, nailers, and supports in areas of repair.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 5000 – Scaffolding planks to be provided by scaffolding company.
- B. Section 09 2116 - Cleaning and Restoration of Dome Interior Surfaces: Repaired plaster over reinforced substrate.

**1.03 REFERENCE STANDARDS**

- A. PS 20 - American Softwood Lumber Standard; National Institute of Standards and Technology, Department of Commerce; 2010.

**PART 2 PRODUCTS**

**2.01 GENERAL REQUIREMENTS**

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
  - 1. Provide any species graded by any grading agency meeting the specified requirements.
  - 2. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee ([www.alsc.org](http://www.alsc.org)) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
- B. Lumber fabricated from old growth timber is not permitted.

**2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS**

- A. Sizes: As necessary to support plaster profile lath being reconstructed, S4S.
- B. Moisture Content: S-dry or MC19.
- C. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
  - 1. Lumber: S4S, No. 2 or Standard Grade.
  - 2. Boards: Standard or No. 3.

**END OF SECTION**

**SECTION 07 9005  
JOINT SEALERS****PART 1 GENERAL****1.01 SECTION INCLUDES (As Add Alternate to the Project in two parts – see Bid Form and Section 01 2000)**

- A. Removal of existing sealants.
- B. Cleaning and preparation of joints
- C. Sealants and joint backing.
- B. Backer rods.

**1.02 REFERENCE STANDARDS**

- A. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
- B. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2013.
- C. ASTM D1667 - Standard Specification for Flexible Cellular Materials--Poly(Vinyl Chloride) Foam (Closed-Cell); 2005 (Reapproved 2011).

**1.03 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating sealant chemical characteristics.
- C. Samples: Submit two samples color cards illustrating sealant colors for selection.
- D. Submit VOC content documentation for all backer rod, sealants and primers.
- E. Manufacturer's Installation Instructions: Indicate special procedures.

**1.04 QUALITY ASSURANCE**

- A. Applicator Qualifications: Company specializing in performing the work of this section with minimum three years documented experience and approved by manufacturer.

**1.05 MOCK-UP**

- A. Provide mock-up of sealant joints under provisions of Section 01 4000.
- B. Construct mock-up with specified sealant types and with other components noted.
- C. Locate where directed.
- D. Mock-up may remain as part of the Work.

**1.06 FIELD CONDITIONS**

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

**1.07 WARRANTY**

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct all defective work within a five year period after Date of Substantial Completion. Sealants to be warranted by manufacturer for 20 year life in exterior applications.
- C. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal, exhibit loss of adhesion or cohesion, or do not cure.

**PART 2 PRODUCTS****2.01 MANUFACTURERS**

- A. Gunnable and Pourable Sealants:
  - 1. BASF Construction Chemicals-Building Systems: [www.buildingsystems.basf.com](http://www.buildingsystems.basf.com).
  - 2. Dow Corning Corporation: [www.dowcorning.com](http://www.dowcorning.com).
  - 3. Pecora Corporation: [www.pecora.com](http://www.pecora.com).
  - 4. Tremco Global Sealants: [www.tremcosealants.com](http://www.tremcosealants.com).

**2.02 SEALANTS**

- A. Silicone Sealant: ASTM C920, Grade NS, Class 25, Uses NT, A, G, M, O; single component, solvent curing, non-sagging, non-staining, fungus resistant, non-bleeding.
  - 1. Color: Match adjacent finished surfaces – marble or frame at Architect's option.
  - 2. Movement Capability: Plus and minus 25 percent.
  - 3. Service Temperature Range: -65 to 180 degrees F (-54 to 82 degrees C).
  - 4. Shore A Hardness Range: 15 to 35.
  - 5. Applications: Use for:
    - a. Exterior window sealants
  - 6. Products: Equal to -
    - a. Pecora Corporation; 896NST Architectural Silicone Sealant with non-staining technology. [www.pecora.com](http://www.pecora.com).

**2.03 ACCESSORIES**

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D 1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify that substrate surfaces are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

**3.02 PREPARATION**

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.

**3.03 INSTALLATION**

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer.
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tool joints concave.

**3.04 CLEANING**

- A. Clean adjacent soiled surfaces.

**3.05 PROTECTION**

- A. Protect sealants until cured.

**END OF SECTION**

**SECTION 09 2116****CLEANING AND RESTORATION OF DOME INTERIOR SURFACES****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Gypsum plaster infill repair over metal lath, masonry, and other solid surfaces.
- B. Repair of running plaster trim.
- C. Restoration cleaning of areas of painted damaged plaster work.
- D. Metal lath infill if required to complete repairs.

**1.02 RELATED REQUIREMENTS**

- A. Section 06 1000 - Rough Carpentry: Wood blocking for plaster lath base.

**1.03 REFERENCE STANDARDS**

- A. ASTM C28/C28M - Standard Specification for Gypsum Plasters; 2010.
- B. ASTM C35 - Standard Specification for Inorganic Aggregates for Use in Gypsum Plaster; 2001 (Reapproved 2009).
- C. ASTM C61/C61M - Standard Specification for Gypsum Keene's Cement; 2000 (Reapproved 2011).
- D. ASTM C206 - Standard Specification for Finishing Hydrated Lime; 2003 (Reapproved 2009).
- E. ASTM C631 - Standard Specification for Bonding Compounds for Interior Gypsum Plastering; 2009.
- F. ASTM C841 - Standard Specification for Installation of Interior Lathing and Furring; 2003 (Reapproved 2008)e1.
- G. ASTM C842 - Standard Specification for Application of Interior Gypsum Plaster; 2005 (Reapproved 2010)e1.
- H. ASTM C847 - Standard Specification for Metal Lath (2012)

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittals procedures.
- B. Product Data: Provide data on plaster materials, characteristics, and limitations of products specified.

**1.05 QUALITY ASSURANCE**

- A. Installer Qualifications: Company specializing in performing the work of this section with minimum 10 years of experience.
- B. Allowable Tolerances: All plaster repairs shall be keyed and feathered to exactly match and continue edges and contours of existing plaster work. Repairs shall be true and flat or curved in connections with adjacent surfaces when checked with an 8 ft. straight edge or radius form: do not exceed 1/8 inch variation in 8 ft. for bow, warp, plumb, or level for flat and curved surfaces.
- C. Defects: Any defects or irregularities of plaster restoration work telegraphing through paint shall be cause for rejection of the Work. The Contractor shall remove any subsequent work, remove and replace the defective or irregular plaster restoration work, and have the subsequent work replaced by skilled workmen in the appropriate trades, to the satisfaction of the Design Agent, at the Contractor's expense.

**1.06 MOCK-UP**

- A. Construct mock-ups of interior wall repairs illustrating surface finish in areas not visible from the Rotunda floor where agreed with Owner and Design Agent.
- B. Construct mock-ups of each layer of plaster repair for review of match in color and texture.
- C. Mock-ups may remain as part of the Work.

**1.07 FIELD CONDITIONS**

- A. Do not apply plaster when substrate or ambient air temperature is under 50 degrees F (10 degrees C) or over 80 degrees F (27 degrees C).
- B. Maintain minimum ambient temperature of 50 degrees F (10 degrees C) during and after installation of plaster.
- C. Protection: Restoration of existing plaster shall be done in such manner as not to cause damage to contiguous work.

**PART 2 PRODUCTS****2.01 PLASTER MATERIALS**

- A. Gypsum Neat Plaster: ASTM C28; for hand application of scratch coat over metal lath, concrete and terra cotta. Shall contain not less than 0.01 percent by weight of synthetic or vegetable fibers or not less than 0.02 percent by weight of mineral fibers.
- B. Bond Compound: ASTM C631, A plaster bonding compound having special bonding properties shall be used for application to concrete or stone surfaces that have been sufficiently roughened to provide a mechanical key. The bond compound shall be "Plaster Weld" made by Larsen Mfg. Co. Or approved equal. It shall be mixed and applied in strict accordance with the manufacturer's directions.
- C. Lime: ASTM C206, Type S; special finishing hydrated lime. Lime putty shall be made from special finishing hydrated lime, machine mixed with water to form a putty and allowed to stand for at least 15 minutes before using. Approved measures shall be taken to protect the putty from sun and to prevent excessive evaporation when stored.
- D. Aggregate for Base Coats: ASTM C35; sand and lightweight aggregates.
- E. Water: Clean, fresh, potable and free of mineral or organic matter that could adversely affect plaster.

**2.02 METAL LATH AND FURRING**

- A. Diamond Mesh Metal Lath: ASTM C847, galvanized; flat.
  - 1. Weight: To suit application and as specified in ASTM C841 for framing spacing.
  - 2. Weight: 2.5 lb/sq yd (1.4 kg/sq m).
- B. Furring, Beads, Screeds, and Joint Accessories: Steel, with rust inhibitive primer.

**2.03 PLASTER MIXES**

- A. Over Metal Lath: Three-coat application, mixed and proportioned in accordance with ASTM C842 and manufacturer's instructions. 100 lbs. fibered gypsum plaster to one cu. ft. of sand.
- B. Finish Coat for Troweled Finish: Lime putty with gypsum gauging plaster, mixed and proportioned in accordance with ASTM C842. One part calcined gypsum to 3 parts of lime putty by volume. Texture to match existing.
- C. Finish Coat for Floated Finish: Lime putty with gypsum gauging plaster, mixed and proportioned in accordance with ASTM C842. Texture to match existing.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify that existing conditions are satisfactory before starting work.
- B. Grounds and Blocking: Verify blocking and surfaces are ready to receive the work of this section.
- C. Photo document existing condition with digital photographs prior to start of cleaning operations.

**3.02 PREPARATION**

- A. Clean sound areas to be touch-up painted with only sponges and potable water, dabbed gently, to remove dust and cobwebs. Dab dry immediately after.
- B. Allow painters to consolidate loose paint areas prior to work on plaster

- C. Cut out and bubbling and loose plaster only to sound material. Maximize retention of existing material. Brush away loose particles with hair brushes.

### 3.03 LATH INSTALLATION

- A. Apply metal lath taut, with long dimension perpendicular to supports.
- B. Lap ends minimum 1 inch (25 mm). Secure end laps with tie wire where they occur between supports.
- C. Lap sides of diamond mesh lath minimum 1-1/2 inches (38 mm).
- D. Attach metal lath to wood supports using nails at maximum 6" on center.
- E. Attach metal lath to metal supports using tie wire at maximum 6 inches (150 mm) on center.
- F. Attach metal lath to concrete using wire hair pins. Attach anchors to backup surface; space at maximum 24 inches (600 mm) on center.
- G. Continuously reinforce internal angles with corner mesh, except where the metal lath returns 3 inches (75 mm) from corner to form the angle reinforcement; fasten at perimeter edges only.
- H. Place corner bead at external wall corners; fasten at outer edges of lath only.
- I. Place base screeds at termination of plaster areas; secure rigidly in place.
- J. Place 4 inch (100 mm) wide strips of metal lath centered over junctions of dissimilar backing materials. Secure rigidly in place.
- K. Place lath vertically above each top corner and each side of door frames to 6 inches (150 mm) above ceiling line.
- L. Place casing beads at terminations of plaster finish. Butt and align ends. Secure rigidly in place.
- M. Place additional strip mesh diagonally at corners of lathed openings. Secure rigidly in place.

### 3.04 PLASTERING

- A. Apply gypsum plaster in accordance with ASTM C842 and manufacturer's instructions.
- B. Thickness of Plaster including Finish Coat:
  - 1. Over metal lath: 5/8 inch (16 mm).minimum. Match existing, which is over 4" thick in places.
  - 2. Direct to unit masonry: 5/8 inch (16 mm).minimum. Thickness to match existing.
- C. Finish Texture: Trowel to a consistent and smooth finish. Match existing.
- D. Carefully infill missing plaster areas after checking for moisture content.
- E. Apply bonding agent, if necessary, in accordance with manufacturer's instructions. Check first for compatibility with painter's materials.
- F. On moisture-damaged area of running trim, create mold for plaster detail casting if necessary. Restore to original profile.
- G. Perform work in panels to nearest natural break or between windows.

**END OF SECTION**

**SECTION 09 9000  
PAINTING AND COATING****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Surface preparation including consolidation.
- B. Field application of paints, varnishes, and other coatings.
- C. Touch-up to match existing of damaged areas.

**1.02 RELATED REQUIREMENTS**

- A. Section 09 2116 - Plaster repairs and cleaning prior to repainting.

**1.03 DEFINITIONS**

- A. Conform to ASTM D16 for interpretation of terms used in this section.

**1.04 REFERENCE STANDARDS**

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2012.

**1.05 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of all products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
  - 2. Proposed use in this restoration with manufacturer's instruction including any special preparation procedures.
  - 3. History of successful application in proposed use – project examples.
- C. VOC content of all interior coatings actually used.
- D. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

**1.06 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 10 years experience.

**1.07 MOCK-UP**

- A. See Section 01 4000 - Quality Requirements, for general requirements for mock-up.
- B. Provide area of touch-up for each type of repair area in hidden location, illustrating special coating color, texture, and finish.
- C. Locate where agreed with Owner and Design Agent.
- D. Mock-up may remain as part of the work after approval.

**1.08 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

#### **1.09 FIELD CONDITIONS**

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Minimum Application Temperatures for Latex Paints: 45 degrees F (7 degrees C) for interiors; 50 degrees F (10 degrees C) for exterior; unless required otherwise by manufacturer's instructions.
- D. Minimum Application Temperature for Varnish Finishes: 65 degrees F (18 degrees C) for interior or exterior, unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Provide all paint and coating products from the same manufacturer to the greatest extent possible.
  - 1. In the event that a single manufacturer cannot provide all specified products, minor exceptions will be permitted provided approval by Architect is obtained using the specified procedures for substitutions.
  - 2. Substitution of other products by the same manufacturer is preferred over substitution of products by a different manufacturer.
- B. Substitutions: See Section 01 6000 - Product Requirements.

#### **2.02 PAINTS AND COATINGS - GENERAL**

- A. Paints and Coatings:
  - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
  - 3. Supply each coating material in quantity required to complete entire project's work from a single production run.
  - 4. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Volatile Organic Compound (VOC) Content:
  - 1. Provide coatings that comply with the most stringent requirements specified in the following:
    - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
  - 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- D. Flammability: Comply with applicable code for surface burning characteristics.
- E. Sheens: Provide the sheens to match existing.
- F. Colors: Mix to match existing for approval in mock-ups.

**2.03 PAINT SYSTEMS - INTERIOR**

- A. Consolidant – Utilize same system or equal used in 1998 repairs. Secure lifting areas of paint with warm tacking, removing excess adhesive with cotton swabs charged with xylenes.
- B. Losses – Filled with Polyfilla and inpaint with pigments in an Acryloid B-72 inpainting medium.

**2.04 ACCESSORY MATERIALS**

- A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Do not begin application of coatings until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. Regarding substrate preparation, notify Architect of unsatisfactory preparation before proceeding.
- E. Test shop-applied primer for compatibility with subsequent cover materials.
- F. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
  - 1. Plaster and Stucco: 12 percent.
  - 2. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.

**3.02 PREPARATION**

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Consolidate or repair existing coatings that exhibit surface defects.
- D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- E. Seal surfaces that might cause bleed through or staining of topcoat.
- F. Plaster Surfaces to be Painted: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
- G. Corroded Steel lath and Iron Surfaces to be Painted: Prepare using at least SSPC-PC 2 (hand tool cleaning) or SSPC-SP 3 (power tool cleaning) followed by SSPC-SP 1 (solvent cleaning). Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand or power tool wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- H. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.

**3.03 APPLICATION**

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance.

- D. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.
- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- F. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

**3.04 FIELD QUALITY CONTROL**

- A. See Section 01 4000 - Quality Requirements, for general requirements for field inspection.
- B. Owner will provide field inspection.
- C. Photo-document end result of painting repairs before scaffolding is removed.

**3.05 CLEANING**

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

**3.06 PROTECTION**

- A. Protect finished coatings until completion of project.
- B. Touch-up damaged coatings after Substantial Completion.

**END OF SECTION**

# DRAFT AIA® Document A107™ - 2007

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

AGREEMENT made as of (Date of issuance of Owner's Purchase Order)

BETWEEN the Owner:

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  
(401) 574-8100 (telephone)  
(401) 574-8387 (facsimile)  
www.purchasing.ri.gov

and the Contractor:

T.B.D.

for the following Project:

Rhode Island State House  
Interior Dome Repair  
82 Smith Street  
Providence, RI

The User Agency:

The State of Rhode Island Department of Administration  
Division of Capital Asset Management and Maintenance  
One Capitol Hill, Second Floor  
Providence, Rhode Island 02908  
(401) 222-6200

The Design Agent:

«Brewster Thornton Group Architects, LLP»«, Limited Liability Partnership»  
«150 Chestnut Street  
Providence, RI 02908»  
«Telephone Number: (401) 861-1600»  
«Fax Number: (401) 861-5588»

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

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

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

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ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

« Date of issuance of Owner's Purchase Order, in coordination with the User Agency »

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



§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « thirty » ( «30» ) days from the date of commencement.

### ARTICLE 3 CONTRACT SUM

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

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

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

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are enumerated in the Bid Form.

§ 3.2.2 Unit prices, if any, are enumerated in the Bid Form.

§ 3.2.3 Allowances, if any, are enumerated in the Bid Form.

§ 3.3 Not used.

§ 3.4 Not used.

§ 3.4.3 Not used.

### ARTICLE 4 PAYMENTS

#### § 4.1 PROGRESS PAYMENTS

§ 4.1.1 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.

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

§ 4.1.3 The Owner shall make payment of the certified amount not later than the «30th » business day following written approval by the Owner.

§ 4.1.4 Retainage shall be withheld as follows:

« 5% retainage shall be held until final payment is made after project closeout »

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

#### § 4.2 FINAL PAYMENT

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and
- .3 a final Certificate for Payment has been issued by the Design Agent and approved in writing by the Owner; and
- .4 the Contractor has submitted its final waiver of lien and final waivers of lien from all of its Subcontractors and Suppliers in a form acceptable to the Owner; and
- .5 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.

§ 4.2.2 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.

#### § 4.3 OWNER'S RIGHTS

§ 4.3.1 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, and to pay the amount of such deductions to the Controller of the State of Rhode Island.

§ 4.3.2 The Owner shall have the right to deduct from any payments due to the Contractor the amount of any claim against the Contractor arising out of this Agreement or on account of any other reason.

### ARTICLE 5 DISPUTE RESOLUTION

#### § 5.1 BINDING DISPUTE RESOLUTION

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

[  ] Arbitration pursuant to Section 21.4 of this Agreement

[  ] Litigation in a court of competent jurisdiction

[  ] Other (*Specify*) All claims shall be resolved in accordance with the Rhode Island "State Purchases Act," R.I. Gen. Laws § 37-2-1, *et seq.* and the Procurement Regulations; the Rhode Island "Public Works Arbitration Act," R.I. Gen. Laws § 37-16-1, *et seq.*; the Rhode Island "Administrative Procedures Act" R.I. Gen. Laws § 45-35-1, *et seq.*; and or the Rhode Island "Prompt Payment Act," R.I. Gen. Laws § 42-11.1-1, *et seq.*; and other statutes, rules, or regulation as may be adopted by the State of Rhode Island and or the Department of Administration during the term of this agreement. »

### ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

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

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

§ 6.1.2 The Supplementary and other Conditions of the Contract:  
The bid form is attached to the RFP.

§ 6.1.3 The Specifications:  
The specifications are attached to the RFP.

#### § 6.1.4 The Drawings:

The drawings are attached to the RFP.

#### § 6.1.5 The Addenda, if any:

The addenda are attached to the RFP.

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

### ARTICLE 7 GENERAL PROVISIONS

#### § 7.1 THE CONTRACT DOCUMENTS

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

#### § 7.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

#### § 7.3 THE WORK

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

§ 7.4 Not used

§ 7.5 Not used

§ 7.6 Not used

### ARTICLE 8 OWNER

#### § 8.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

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

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

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

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such

default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Design Agent's services made necessary thereby, from the payment then or thereafter due the Contractor.

## ARTICLE 9 CONTRACTOR

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

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

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Design Agent any errors, inconsistencies, or omissions discovered by or made known to the Contractor 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.

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

### § 9.2 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

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

### § 9.3 LABOR AND MATERIALS

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

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

### § 9.4 WARRANTY

The Contractor warrants to the Owner and Design Agent that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes

remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

§ 9.5 Not used

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

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Not used

§ 9.8 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and 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 as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

§ 9.9 SUBMITTALS

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

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

§ 9.10 USE OF SITE

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

§ 9.11 CUTTING AND PATCHING

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

§ 9.12 CLEANING UP

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

§ 9.13 Not used

## § 9.14 ACCESS TO WORK

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

## § 9.15 INDEMNIFICATION

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

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## ARTICLE 10 DESIGN AGENT

§ 10.1 The Owner will fulfill the role of the Design Agent will provide administration of the Contract and will be a representative during construction, until the issuance of final Certificate for Payment.

## ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Design Agent the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Design Agent has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Design Agent, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

## ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

#### ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Design Agent, or by written Construction Change Directive signed by the Owner and Design Agent; provided, however, that Contractor shall not undertake to perform any changes in the Work until issuance of an approved change order by the Division of Purchases.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Design Agent, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Design Agent will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Design Agent will prepare a Change Order; provided, however, that Contractor shall not undertake to perform any changes in the Work until issuance of an approved change order by the Division of Purchases.

§ 13.3 The Design Agent will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly; provided, however, that Contractor shall not undertake to perform any changes in the Work until issuance of an approved change order by the Division of Purchases.

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

#### ARTICLE 14 TIME

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

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

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

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

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

## ARTICLE 15 PAYMENTS AND COMPLETION

### § 15.1 APPLICATIONS FOR PAYMENT

§ 15.1.1 Within (20) 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 Design Agent, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Design Agent and Owner may require. This schedule, unless objected to by the Design Agent, shall be used in reviewing the Contractor's Applications for Payment.

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

§ 15.1.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

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

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

### § 15.2 CERTIFICATES FOR PAYMENT

§ 15.2.1 The Design Agent will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the 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 15.2.3.

§ 15.2.2 The issuance of a Certificate for Payment will constitute a representation by the Design Agent to the Owner, based on the Design Agent's evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Design Agent's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the 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.

§ 15.2.3 The Design Agent may 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 15.2.2 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 15.2.1. If the Contractor and the 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 9.2.2, because of

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

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

### § 15.3 PROGRESS PAYMENTS

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

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

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

### § 15.4 SUBSTANTIAL COMPLETION

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

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

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

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

### § 15.5 FINAL COMPLETION AND FINAL PAYMENT

§ 15.5.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the 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 stated in Section 15.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

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

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

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

## ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

### § 16.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

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

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Design Agent or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

### § 16.2 HAZARDOUS MATERIALS

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Design Agent in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

§ 16.2.2 Subject to the limits of liability set forth in 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 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

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

## ARTICLE 17 INSURANCE AND BONDS

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

### § 17.2 OWNER'S LIABILITY INSURANCE

### § 17.3 PROPERTY INSURANCE

§ 17.3.1 Not used

§ 17.3.2 Not used

§ 17.3.3 Not used

§ 17.3.4 Not used

§ 17.4 Not used.

## ARTICLE 18 CORRECTION OF WORK

§ 18.1 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, unless compensable under Section A.2.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct

it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

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

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

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

## ARTICLE 19 MISCELLANEOUS PROVISIONS

### § 19.1 ASSIGNMENT OF CONTRACT

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

### § 19.2 GOVERNING LAW

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

### § 19.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public 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 the costs to the Contractor.

### § 19.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 19.4.

## ARTICLE 20 TERMINATION OF THE CONTRACT

### § 20.1 TERMINATION BY THE CONTRACTOR

If the Design Agent fails to certify payment as provided in Section 15.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Design Agent, terminate the Contract and recover from the Owner payment for Work executed.

### § 20.2 TERMINATION BY THE OWNER FOR CAUSE

§ 20.2.1 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 applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- .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 of nonrenewal of any insurance required under the Contract Documents.

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

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

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

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

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed.

#### ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Design Agent but excluding those arising under Section 16.2, shall be referred initially to the Purchasing Agent appointed pursuant to the provisions of the "State Purchases Act," R.I. Gen. Laws 37-2-1 et seq., for decision. Such matters, except those waived as provided for in Section 21.8 and Sections 15.5.3 and 15.5.4, shall, after initial decision by the Purchasing Agent as a condition precedent be subject to binding dispute resolution.

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

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

§ 21.4 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration in accordance with the Rhode Island "Public Works Arbitration Act," R.I. Gen. Laws § 37-16-1, et seq. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.5 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration

permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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

#### § 21.8 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor waives claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes

- .1 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

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

#### §22.

The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of the Agreement, any termination of this Agreement, and the final completion of the Work:

- .1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- .2 that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- .3 that it is authorized to do business in the State of Rhode Island and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;
- .4 that its execution of this Agreement and its performance thereof is within its duly authorized powers;
- .5 that its duly authorized representative 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; and
- .6 that the Contractor and Sub-Contractors have all required licensing required to perform the Work they are engaged in, by the State of Rhode Island in accordance with all applicable rules, laws and regulations. It is the Contractors responsibility to assure that all sub-contractors are properly licensed by the State and if there is a belief that there are reciprocity programs in place they need to be confirmed. Delays in work due to issues related to licensing are not subject to consideration for changes regarding the completion date for the project.
- .7 that it possesses a high level of experience and expertise in the business administration, construction, and superintendence of projects of the size, complexity, and nature of this

particular Project, and it will perform the Work with care, skill, and diligence of such a contractor.

Any Applications for Payment or Change Orders must be signed by the Project Manager and a duly authorized representative of the Design Agent, the Contractor, and the Department of Administration. »

This Agreement entered into as of the day and year first written above; provided, however, that this Agreement shall not become effective until issuance of an approved purchase order by the Division of Purchases.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
(Printed name and title)



State of Rhode Island and Providence Plantations  
Department of Administration  
Division of Purchases

**RIVIP BIDDER CERTIFICATION COVER FORM**

**SECTION 1 - BIDDER INFORMATION**

*Bidder must be registered as a vendor on the RIVIP system at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) to submit a bid proposal.*

**Solicitation Number:** 7549830A1  
**Solicitation Title:** STATE HOUSE INTERIOR DOME CLEANING AND REPAIRS - DOA - ADDENDUM 1 (1 PG AND 1 ZIP FILE)  
**Bid Proposal Submission Deadline Date & Time:** 9/28/2015 02:00 PM  
**RIVIP Vendor ID #:** 8522  
**Bidder Name:** Martone Service Company  
**Address:** 22 Sextant Lane  
Narragansett , RI 02882  
USA  
**Telephone:** (401) 792-3847  
**Fax:** (401) 792-3717  
**Contact Name:** Michael R. Martone  
**Contact Title:** President  
**Contact Email:** mike@martonepainting.com

**SECTION 2 —DISCLOSURES**

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

*Indicate "Y" (Yes) or "N" (No) for Disclosures 1-4, and if "Yes," provide details below. Complete Disclosure 5. If the Bidder is publicly held, the Bidder may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Bidder.*

- \_\_\_\_\_ 1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
- \_\_\_\_\_ 2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- \_\_\_\_\_ 3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.







STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration  
DIVISION OF PURCHASES  
One Capitol Hill  
Providence, RI 02908-5855

Tel: (401) 574-8100  
Fax: (401) 574-8387  
Website: [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

September 1, 2015, 2015

**ADDENDUM NUMBER ONE**

**RFQ # 7549830**

**TITLE: State House Interior Dome cleaning & Repairs, DOA**

**Closing Date and Time: 9/28/15 at 2:00 PM**

**Per the issuance of this ADDENDUM # (1).**



**Specification Change /Addition / Clarifications**

**The enclosed bid documents supersede those posted on 8/26/15. Please disregard all supplementary documents posted on that date in favor of those attached herein. (3 PDF files)**

State of Rhode Island and Providence Plantations  
Department of Administration  
Division of Purchases

**RIVIP BIDDER CERTIFICATION COVER FORM**

**SECTION 1 - BIDDER INFORMATION**

*Bidder must be registered as a vendor on the RIVIP system at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) to submit a bid proposal.*

**Solicitation Number:** 7549830A2

**Solicitation Title:**

**Bid Proposal Submission**

**Deadline Date & Time:**

**RIVIP Vendor ID #:** 8522

**Bidder Name:** Martone Service Company

**Address:** 22 Sextant Lane

Narragansett , RI 02882  
USA

**Telephone:** (401) 792-3847

**Fax:** (401) 792-3717

**Contact Name:** Michael R. Martone

**Contact Title:** President

**Contact Email:** [mike@martonepainting.com](mailto:mike@martonepainting.com)

**SECTION 2 —DISCLOSURES**

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

*Indicate "Y" (Yes) or "N" (No) for Disclosures 1-4, and if "Yes," provide details below. Complete Disclosure 5. If the Bidder is publicly held, the Bidder may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Bidder.*

- \_\_\_\_\_ 1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
- \_\_\_\_\_ 2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- \_\_\_\_\_ 3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.

- \_\_\_\_\_ 4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.
- \_\_\_\_\_ 5. List each officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Bidder, and the percentage of ownership, if any, he or she holds in the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder.

*Disclosure details (continue on additional sheet if necessary):*

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### **SECTION 3 —CERTIFICATIONS**

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

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

**THE BIDDER CERTIFIES THAT:**

- \_\_\_\_\_ 1. The Bidder will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.
- \_\_\_\_\_ 2. The Bidder possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Bidder shall immediately notify the State Purchasing Agent in writing.
- \_\_\_\_\_ 3. The Bidder will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Bidder will immediately notify the State Purchasing Agent in writing.
- \_\_\_\_\_ 4. The Bidder understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in this Bidder Certification may be grounds for suspension, debarment, and/or prosecution for fraud.
- \_\_\_\_\_ 5. The Bidder has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Bidder further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation.
- \_\_\_\_\_ 6. This bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other bidder or person to fix the price or prices in the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.
- \_\_\_\_\_ 7. The Bidder: (i) is not identified on the General Treasurer's list created pursuant to R.I. Gen. Laws § 37-2.5-3 as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- \_\_\_\_\_ 8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.





STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration  
DIVISION OF PURCHASES  
One Capitol Hill  
Providence, RI 02908-5855

Tel: (401) 574-8100  
Fax: (401) 574-8387  
Website: [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

September 21, 2015

**ADDENDUM NUMBER TWO**

**RFQ # 7549830**

**TITLE: State House Dome Cleaning & Repairs, DOA**

**Closing Date and Time: 9/28/15 at 2:00 PM**

**Per the issuance of this ADDENDUM # (2), 2 pages, including this cover sheet.**



**Specification Change /Addition / Clarifications**

**Be advised there will be a second walk-through held on:  
Friday, September 25, 2015 at 10:00 AM  
Meet at the State House, Smith Street, Providence, RI,  
(North Entrance)**

**Attached is a copy of the Mandatory Pre-Bid sign-in sheet.**



**"MANDATORY" PRE-BID CONFERENCE SIGN IN SHEET**

Mandatory Pre-bid Conference: Any vendor who intends to submit a bid proposal in response to this solicitation must have its representative attend this mandatory prebid conference, sign, and complete all required information on this Sign-In Sheet. Failure to comply with this requirement will result in the rejection of any bid proposal.

BID NUMBER: 7549830  
 BID TITLE: State House Dome Cleaning & Repairs, DOA  
 PRE-BID DATE AND TIME: Monday, September 14, 2015 at 10:00 AM

Purchasing Representative:  
 John F. O'Hara II  
 Mandatory Pre-bid START TIME:  
 10:00 AM  
 Mandatory Pre-bid END TIME:

COMPANY NAME	COMPANY REPRESENTATIVE	SIGNATURE	ADDRESS	CONTACT E-MAIL	CONTACT PHONE NUMBER AND FAX NUMBER	PROPOSAL SUBMITTED (for Purchasing Use Only)
1	MARBER SEAVOKE	MIKE MARBER	22 SOUTHWAY PO BOX 3229 NEW DICK ST RD	mike@marberseavoke.com	292-3887 FAX 292-3777	
2	E.F. O'DONNELL/SONS	LORETTA O'DONNELL	1 CAPITAL HILL 158 WESTWIND ST	ef@efod.com	401-5716	
3	E. WICKSBY	PAUL WICKSBY	35 WINDMILL LANE N. K. PKY	ew@ew.com	401-267-0535	
4	SMY BIDA	SCHEMME TREMPER	2 SOUTH DOWNS NARRAGANSETT ST	schemmetremp@smym.com	401-861-1600	
5	ABCOCE	TRANS LESTER-BROWN	150 CHARHUNT ST. PO BOX 02903	abcoce@abcoce.com	401-222-3103	
6	ABCOCE	KEITH LEVINSON	150 BENEFIT ST PO BOX 02903	keith@abcoce.com		
7	BOSTON TGA	BARBARA STANT	virginia.hesse@preservation.rri.gov	barbara.t@boston-tga.com		
8	RHPHC	VA. HESSE				
9						
10						
11						
12						
13						
14						
15						

**USI Insurance Services of RI, Inc.**

5700 Post Road  
East Greenwich, RI 02818  
Phone: (401) 885-8642 - Fax: (401) 558-3222  
e-mail: sandrade@msins.com

**CONTRACT BOND REQUEST FORM**

www.nasbp.org/toolkit



To: Shelly Andrade

Today's Date: 9.23.15

From: Jennifer - Martone Service

Contractor: Martone Service Company, Inc.

Obligee (Bond Payable To): State of Rhode Island

Address: ONE CAPITAL HILL, PROVIDENCE, RI 02908

Legal Project Name (including any identifying numbers):  
STATE HOUSE HOME CLEANING & REPAIRS, DOA

Job Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Bid Date and Time: 9.23.15 2:00 am/pm

Estimated Bid: \$400,000

Bid Bond Amount: \_\_\_\_\_ % or \$

Bid Opening Location: \_\_\_\_\_

Estimated Start Date: \_\_\_\_\_

Completion Time: \_\_\_\_\_

Penalties/Damages: \$2500 per day

Special Bid Bond Form?  Yes (attach form)  No

Retainage: \_\_\_\_\_ %

Warranty Period: \_\_\_\_\_

Covered By Manufacturer?  Yes  No

Contractor's Guarantee Period(s): \_\_\_\_\_

Work On Hand As Of: 1 / 1 \$

List Major Subcontractors  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Amount	Sub Bond
\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No

Architect/Engineer: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Special Hazards: \_\_\_\_\_

Comments and/or Additional Notes: \_\_\_\_\_

**RESULTS**

Low Bidder: \_\_\_\_\_ Bid Amount: \$ \_\_\_\_\_

2<sup>nd</sup> Bidder: \_\_\_\_\_ Bid Amount: \$ \_\_\_\_\_

3<sup>rd</sup> Bidder: \_\_\_\_\_ Bid Amount: \$ \_\_\_\_\_

Do you expect to be awarded the contract?  Yes  No

Comments: \_\_\_\_\_



## INVITATION TO BID

**SOLICITATION TITLE:** State House Interior Dome Cleaning & Repairs, DOA  
**SOLICITATION NUMBER:** 7549830  
**BID PROPOSAL SUBMISSION DEADLINE:** September 28, 2015 at 2:00 PM

### PREBID CONFERENCE

NONMANDATORY

MANDATORY → Bidder must attend the mandatory prebid conference. The bidder's representative must register with the Division of Purchases at the mandatory prebid conference and identify the bidder he or she represents.

**Location:** RI State House, Smith Street, Providence, RI 02908 (Meet at the North Entrance, Smith St. Side.)

**Date:** Monday, September 14, 2015

**Time:** 10:00 AM

**QUESTIONS** about this solicitation must be emailed and received by the Division of Purchases at [doa.purconstruction@purchasing.ri.gov](mailto:doa.purconstruction@purchasing.ri.gov) no later than Friday, September 18, 2015, 5:00 PM, in a Microsoft Word attachment with the corresponding solicitation number. Questions, if any, and responses will be posted on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) as an addendum to this solicitation

**BID BOND REQUIRED:**  NO  
 YES

**PAYMENT AND PERFORMANCE BOND REQUIRED:**  NO  
 YES

**SPECIFICATIONS AND PLANS:**  NO  
 YES → See Electronic Solicitation Bidding Information. Click on the online active "D" link in the "info" column.

**Continued onto next page**

State of Rhode Island and Providence Plantations  
Department of Administration  
Division of Purchases

**RIVIP BIDDER CERTIFICATION COVER FORM**  
**SECTION 1 - BIDDER INFORMATION**

*Bidder must be registered as a vendor on the RIVIP system at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) to submit a bid proposal.*

**Solicitation Number:** 7549830  
**Solicitation Title:** STATE HOUSE INTERIOR DOME CLEANING & REPAIRS, DOA (28 PGS & ZIP FILE)

**Bid Proposal Submission  
Deadline Date & Time:** 9/28/2015 2:00 PM

**RIVIP Vendor ID #:** 8522  
**Bidder Name:** Martone Service Company  
**Address:** 22 Sextant Lane

Narragansett, RI 02882  
USA

**Telephone:** (401) 792-3847  
**Fax:** (401) 792-3717  
**Contact Name:** Michael R. Martone  
**Contact Title:** President  
**Contact Email:** mike@martonepainting.com

**SECTION 2 —DISCLOSURES**

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

*Indicate "Y" (Yes) or "N" (No) for Disclosures 1-4, and if "Yes," provide details below. Complete Disclosure 5. If the Bidder is publicly held, the Bidder may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Bidder.*

1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.





State of Rhode Island and Providence Plantations  
Department of Administration  
Division of Purchases

**RIVIP BIDDER CERTIFICATION COVER FORM**

**SECTION 1 - BIDDER INFORMATION**

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**Solicitation Number:** 7549830A1  
**Solicitation Title:** STATE HOUSE INTERIOR DOME CLEANING AND REPAIRS - DOA - ADDENDUM 1 (1 PG AND 1 ZIP FILE)  
**Bid Proposal Submission Deadline Date & Time:** 9/28/2015 02:00 PM  
**RIVIP Vendor ID #:** 8522  
**Bidder Name:** Martone Service Company  
**Address:** 22 Sextant Lane  
Narragansett , RI 02882  
USA  
**Telephone:** (401) 792-3847  
**Fax:** (401) 792-3717  
**Contact Name:** Michael R. Martone  
**Contact Title:** President  
**Contact Email:** mike@martonepainting.com

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- \_\_\_ 2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- \_\_\_ 3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.

- \_\_\_ 4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.
- \_\_\_ 5. List each officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Bidder, and the percentage of ownership, if any, he or she holds in the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder.

Disclosure details (continue on additional sheet if necessary):

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### SECTION 3 —CERTIFICATIONS

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

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

**THE BIDDER CERTIFIES THAT:**

- \_\_\_ 1. The Bidder will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.
- \_\_\_ 2. The Bidder possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Bidder shall immediately notify the State Purchasing Agent in writing.
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- \_\_\_ 6. This bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other bidder or person to fix the price or prices in the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.
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- \_\_\_ 8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.



State of Rhode Island and Providence Plantations  
Department of Administration  
Division of Purchases

**RIVIP BIDDER CERTIFICATION COVER FORM**  
**SECTION 1 - BIDDER INFORMATION**

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**Solicitation Number:** 7549830A2  
**Solicitation Title:**  
  
**Bid Proposal Submission  
Deadline Date & Time:**  
  
**RIVIP Vendor ID #:** 8522  
**Bidder Name:** Martone Service Company  
**Address:** 22 Sextant Lane  
  
Narragansett , RI 02882  
USA  
**Telephone:** (401) 792-3847  
**Fax:** (401) 792-3717  
**Contact Name:** Michael R. Martone  
**Contact Title:** President  
**Contact Email:** mike@martonepainting.com

**SECTION 2 —DISCLOSURES**

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- \_\_\_\_\_ 1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
- \_\_\_\_\_ 2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- \_\_\_\_\_ 3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.





Solicitation #: 7549830

Solicitation Title: State House Interior Dome Cleaning & Repairs

**BID FORM**

To: The State of Rhode Island Department of Administration  
Division of Purchases, 2<sup>nd</sup> Floor  
One Capitol Hill, Providence, RI 02908-5855

Bidder:

\_\_\_\_\_  
Legal name of entity

\_\_\_\_\_  
Address (street/city/state/zip)

\_\_\_\_\_  
Contact name                      Contact email

\_\_\_\_\_  
Contact telephone                      Contact fax

**1. BASE BID PRICE**

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (*including the costs for all Allowances, Bonds, and Addenda*):

\$ \_\_\_\_\_  
(base bid price *in figures* printed electronically, typed, or handwritten legibly in ink)

\_\_\_\_\_  
(base bid price *in words* printed electronically, typed, or handwritten legibly in ink)

• **Allowances**

The Base Bid Price ***includes*** the costs for the following Allowances (refer to 01 2010 Attachment A for descriptions):

No. 1: Concealed Damage Repair Allowance                      \$10,000

• **Bonds**

The Base Bid Price ***includes*** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

Solicitation #: 7549830

Solicitation Title: State House Interior Dome Cleaning & Repairs

• **Addenda**

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price ***includes*** the costs of any modifications required by the Addenda.

*All Addenda must be acknowledged.*

Addendum No. 1 dated: \_\_\_\_\_

Addendum No. 2 dated: \_\_\_\_\_

Addendum No. 3 dated: \_\_\_\_\_

Addendum No. 4 dated: \_\_\_\_\_

Addendum No. 5 dated: \_\_\_\_\_

Addendum No. 6 dated: \_\_\_\_\_

2. **ALTERNATES** (Additions/Subtractions to Base Bid Price refer to 01 2010 Attachment A for descriptions)

No. 1: Exterior Sealant Replacement @ Rotunda Clerestory Windows  
Add: \_\_\_\_\_

No. 2: Exterior Sealant Replacement @ Main Roof Windows  
Add: \_\_\_\_\_

3. **UNIT PRICES** (refer to 01 2010 Attachment A for descriptions)

No. 1: Full Depth Plaster Repair      \$ \_\_\_\_\_/SF

No. 2: Partial Depth Plaster Repair      \$ \_\_\_\_\_/SF

No. 3: Infill Painting – Sky/Field      \$ \_\_\_\_\_/SF

No. 4: Infill Painting – Artistic Detail      \$ \_\_\_\_\_/Sq. Inch

No. 5: Window Sealant Replacement      \$ \_\_\_\_\_/LF

Solicitation #: 7549830

Solicitation Title: State House Interior Dome Cleaning & Repairs

**4. CONTRACT TIME**

The Bidder offers to perform the work in accordance with the timeline specified below:

- Start of construction: As enumerated in AIA contract
- Substantial completion: As enumerated in AIA contract
- Final completion: As enumerated in AIA contract

**5. LIQUIDATED DAMAGES**

As enumerated in AIA contract

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**This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.**

**If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.**

**The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.**

**BIDDER**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature in ink

\_\_\_\_\_  
Printed name and title of person signing on behalf of Bidder

# \_\_\_\_\_

Bidder's Contractor Registration Number



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration  
DIVISION OF PURCHASES  
One Capitol Hill  
Providence, RI 02908-5855

Tel: (401) 574-8100  
Fax: (401) 574-8387  
Website: [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

## **DIVISION OF PURCHASES INSTRUCTIONS TO BIDDERS PUBLIC WORKS CONSTRUCTION (PWC)**

### **Compliance with Instructions to Bidders**

These Instructions to Bidders contain terms and conditions that will govern the preparation and submission of a bid proposal and any contract awarded pursuant to this solicitation.

Bidders must comply with each and every requirement of these Instructions to Bidders. Any failure to comply with any requirement may result in the determination of a nonresponsive bid proposal and/or the rejection of the bid proposal.

### **Priority of Terms and Conditions**

The terms and conditions in these Instructions to Bidders *supersede* any and all inconsistent or conflicting terms and conditions in any other provision of any other document in this solicitation or in the bid proposal and govern this solicitation, the bid proposal, and any contract awarded pursuant to this solicitation.

### **Offer to Contract**

Bid proposals constitute an offer to contract with the State of Rhode Island through the Department of Administration Division of Purchases on the terms and conditions contained in the solicitation, the laws of the State of Rhode Island, including all procurement statutes and regulations (available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)), and applicable federal and local law, all of which are incorporated into this solicitation and any contract awarded pursuant to this solicitation by this reference.

State of Rhode Island and Providence Plantations  
Department of Administration  
Division of Purchases

**RIVIP BIDDER CERTIFICATION COVER FORM**

**SECTION 1 - BIDDER INFORMATION**

*Bidder must be registered as a vendor on the RIVIP system at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) to submit a bid proposal.*

**Solicitation Number:** 7549830  
**Solicitation Title:** STATE HOUSE INTERIOR DOME CLEANING & REPAIRS, DOA (28 PGS & ZIP FILE)

**Bid Proposal Submission  
Deadline Date & Time:** 9/28/2015 2:00 PM

**RIVIP Vendor ID #:** 8522  
**Bidder Name:** Martone Service Company  
**Address:** 22 Sextant Lane  
Narragansett , RI 02882  
USA

**Telephone:** (401) 792-3847  
**Fax:** (401) 792-3717  
**Contact Name:** Michael R. Martone  
**Contact Title:** President  
**Contact Email:** mike@martonepainting.com

**SECTION 2 —DISCLOSURES**

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- \_\_\_ 1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
- \_\_\_ 2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- \_\_\_ 3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.

- \_\_\_\_\_ 4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.
- \_\_\_\_\_ 5. List each officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Bidder, and the percentage of ownership, if any, he or she holds in the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder.

*Disclosure details (continue on additional sheet if necessary):*

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### **SECTION 3 —CERTIFICATIONS**

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

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

**THE BIDDER CERTIFIES THAT:**

- \_\_\_\_\_ 1. The Bidder will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.
- \_\_\_\_\_ 2. The Bidder possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Bidder shall immediately notify the State Purchasing Agent in writing.
- \_\_\_\_\_ 3. The Bidder will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Bidder will immediately notify the State Purchasing Agent in writing.
- \_\_\_\_\_ 4. The Bidder understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in this Bidder Certification may be grounds for suspension, debarment, and/or prosecution for fraud.
- \_\_\_\_\_ 5. The Bidder has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Bidder further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation.
- \_\_\_\_\_ 6. This bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other bidder or person to fix the price or prices in the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.
- \_\_\_\_\_ 7. The Bidder: (i) is not identified on the General Treasurer's list created pursuant to R.I. Gen. Laws § 37-2.5-3 as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- \_\_\_\_\_ 8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.





## INVITATION TO BID

**SOLICITATION TITLE:** State House Interior Dome Cleaning & Repairs, DOA  
**SOLICITATION NUMBER:** 7549830  
**BID PROPOSAL SUBMISSION DEADLINE:** September 28, 2015 at 2:00 PM

### PREBID CONFERENCE

NONMANDATORY

MANDATORY → Bidder must attend the mandatory prebid conference. The bidder’s representative must register with the Division of Purchases at the mandatory prebid conference and identify the bidder he or she represents.

**Location:** RI State House, Smith Street, Providence, RI 02908 (Meet at the North Entrance, Smith St. Side.)

**Date:** Monday, September 14, 2015

**Time:** 10:00 AM

**QUESTIONS** about this solicitation must be emailed and received by the Division of Purchases at [doa.purconstruction@purchasing.ri.gov](mailto:doa.purconstruction@purchasing.ri.gov) no later than Friday, September 18, 2015, 5:00 PM, in a Microsoft Word attachment with the corresponding solicitation number. Questions, if any, and responses will be posted on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) as an addendum to this solicitation

**BID BOND REQUIRED:**  NO  
 YES

**PAYMENT AND PERFORMANCE BOND REQUIRED:**  NO  
 YES

**SPECIFICATIONS AND PLANS:**  NO  
 YES → See Electronic Solicitation Bidding Information.  
Click on the online active “D” link in the “info” column.

**Continued onto next page**



## INVITATION TO BID

**SOLICITATION TITLE:** State House Interior Dome Cleaning & Repairs, DOA  
**SOLICITATION NUMBER:** 7549830  
**BID PROPOSAL SUBMISSION DEADLINE:** September 28, 2015 at 2:00 PM

**RIVIP REGISTRATION:** Bidders must be registered vendors through the online Division of Purchases Rhode Island Vendor Information Program at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). To register or update information, click on "Vendor Center," then "Vendor Information" from the dropdown menu on the left.

**BIDDER CERTIFICATION COVER FORM:** Bidders must download (obtainable at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)), complete, and submit a Bidder Certification Cover Form with each bid proposal.

**Solicitation Date:** Tuesday, August 25, 2015  
**Project Description:** State House Interior Dome Cleaning & Repairs, DOA  
**Project Location:** RI State House, Smith Street, Providence, RI 02908  
**Completion Time:** 30 days  
**User Agency:** Department of Administration  
**Awarding Authority:** The State of Rhode Island Department of Administration  
Division of Purchases, 2<sup>nd</sup> Floor  
One Capitol Hill, Providence, RI 02908-5855  
**Design Agent:** Brewster Thornton Group Architects, LLP  
150 Chestnut Street  
Providence, RI 02903

The State of Rhode Island through its, Department of Administration, Division of Purchases, is soliciting bid proposals to perform the work described in the plans and specifications dated February 13, 2015 for the Project in accordance with this solicitation.

Bidders are invited to submit bid proposals to the Division of Purchases by the bid proposal submission deadline.

This solicitation contains, and is subject to the terms and conditions of, the Invitation to Bid, Instructions to Bidders, Bid Preparation Checklist (with applicable forms), Agreement, General Conditions, any Supplemental Conditions, Specifications and Plans, Bidder Certification Cover Form, and Bid Form. The solicitation is available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

The award of the contract pursuant to this solicitation will be made to the responsive and responsible bidder with the lowest bid price. *The Division of Purchases reserves the right to waive any technicalities in the bid proposals, accept or reject any bid proposal, award a contract in the best interest of the State, or revoke any solicitation.*

**Continued onto next page**



## INVITATION TO BID

### Electronic Solicitation Bidding Information

#### **Downloading and Accessing Additional Electronic Solicitation Files**

Accessing electronic files on the purchasing website will require Adobe viewer. All bid solicitations that include a "D" in the "Info" column will require WinZip 8.1 software. The WinZip file may contain one or more files. These files may require additional software such as Microsoft Office.

Specifications that have a file for download are marked with a "D" in the "Info" field of the bid search results page located on the Purchasing website. The "D" will indicate an active link to the WinZip file until the bid reaches its opening date. Clicking on the active "D" link will allow you to open or save the WinZip file associated with the bid. Opening the WinZip file will offer you the option of saving to your local computer.

Once saved, you can open the WinZip file and view the files. The individual files can be saved to your computer in a location such as "Desktop" or "My Documents".

**Buyer Name: John F. O'Hara II, Title: Chief Buyer**



State of Rhode Island Department of Administration  
Division of Purchases

REVISED  
November 20, 2013

**NOTICE TO VENDORS**

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

The public copy must be submitted in .pdf (portable document file) format on a *read-only* CD-R media disc. The disc must include *all of the documents* submitted in response to the solicitation concatenated or merged into one file. The file must be named in the following manner:

BidNumber\_DateofBid\_VendorName\_VendorID.pdf

The Bidder Certification Cover Form contains all of the information for the file name. The date of bid must appear as mm-dd-yyyy. The vendor name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

**Example:** 7543210\_11-08-2013\_OceanStateCompanyInc\_9867.pdf

The public copy disc must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information (all available from the Bidder Certification Cover Form): (1) title of solicitation; (2) name of bidder and RIVIP vendor ID number; (3) bid number; and (4) date of bid.

The public copy may redact any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 *et seq.*

For further information on how to comply with this statutory requirement, see R. I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulation 5.11 accessible at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

Solicitation #: 7549830  
Solicitation Title: State House Interior Dome Cleaning & Repairs

**BID FORM**

To: The State of Rhode Island Department of Administration  
Division of Purchases, 2<sup>nd</sup> Floor  
One Capitol Hill, Providence, RI 02908-5855

Bidder:

_____	
Legal name of entity	
_____	
Address (street/city/state/zip)	
_____	_____
Contact name	Contact email
_____	_____
Contact telephone	Contact fax

**1. BASE BID PRICE**

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (*including the costs for all Allowances, Bonds, and Addenda*):

\$ \_\_\_\_\_

(base bid price *in figures* printed electronically, typed, or handwritten legibly in ink)

\_\_\_\_\_

(base bid price *in words* printed electronically, typed, or handwritten legibly in ink)

• **Allowances**

The Base Bid Price ***includes*** the costs for the following Allowances (refer to 01 2010 Attachment A for descriptions):

No. 1: Concealed Damage Repair Allowance                      \$10,000

• **Bonds**

The Base Bid Price ***includes*** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

Solicitation #: 7549830

Solicitation Title: State House Interior Dome Cleaning & Repairs

- **Addenda**

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price ***includes*** the costs of any modifications required by the Addenda.

*All Addenda must be acknowledged.*

Addendum No. 1 dated: \_\_\_\_\_

Addendum No. 2 dated: \_\_\_\_\_

Addendum No. 3 dated: \_\_\_\_\_

Addendum No. 4 dated: \_\_\_\_\_

Addendum No. 5 dated: \_\_\_\_\_

Addendum No. 6 dated: \_\_\_\_\_

2. **ALTERNATES** (*Additions/Subtractions* to Base Bid Price refer to 01 2010 Attachment A for descriptions)

No. 1: Exterior Sealant Replacement @ Rotunda Clerestory Windows  
Add: \_\_\_\_\_

No. 2: Exterior Sealant Replacement @ Main Roof Windows  
Add: \_\_\_\_\_

3. **UNIT PRICES** (refer to 01 2010 Attachment A for descriptions)

No. 1: Full Depth Plaster Repair \$ \_\_\_\_\_/SF

No. 2: Partial Depth Plaster Repair \$ \_\_\_\_\_/SF

No. 3: Infill Painting – Sky/Field \$ \_\_\_\_\_/SF

No. 4: Infill Painting – Artistic Detail \$ \_\_\_\_\_/Sq. Inch

No. 5: Window Sealant Replacement \$ \_\_\_\_\_/LF

Solicitation #: 7549830  
Solicitation Title: State House Interior Dome Cleaning & Repairs

**4. CONTRACT TIME**

The Bidder offers to perform the work in accordance with the timeline specified below:

- Start of construction: As enumerated in AIA contract
- Substantial completion: As enumerated in AIA contract
- Final completion: As enumerated in AIA contract

**5. LIQUIDATED DAMAGES**

As enumerated in AIA contract

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**This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.**

**If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.**

**The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.**

**BIDDER**

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature in ink

\_\_\_\_\_  
Printed name and title of person signing on behalf of Bidder

# \_\_\_\_\_

\_\_\_\_\_  
Bidder's Contractor Registration Number



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration  
DIVISION OF PURCHASES  
One Capitol Hill  
Providence, RI 02908-5855

Tel: (401) 574-8100  
Fax: (401) 574-8387  
Website: [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

**DIVISION OF PURCHASES  
INSTRUCTIONS TO BIDDERS  
PUBLIC WORKS CONSTRUCTION (PWC)**

**Compliance with Instructions to Bidders**

These Instructions to Bidders contain terms and conditions that will govern the preparation and submission of a bid proposal and any contract awarded pursuant to this solicitation.

Bidders must comply with each and every requirement of these Instructions to Bidders. Any failure to comply with any requirement may result in the determination of a nonresponsive bid proposal and/or the rejection of the bid proposal.

**Priority of Terms and Conditions**

The terms and conditions in these Instructions to Bidders *supersede* any and all inconsistent or conflicting terms and conditions in any other provision of any other document in this solicitation or in the bid proposal and govern this solicitation, the bid proposal, and any contract awarded pursuant to this solicitation.

**Offer to Contract**

Bid proposals constitute an offer to contract with the State of Rhode Island through the Department of Administration Division of Purchases on the terms and conditions contained in the solicitation, the laws of the State of Rhode Island, including all procurement statutes and regulations (available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)), and applicable federal and local law, all of which are incorporated into this solicitation and any contract awarded pursuant to this solicitation by this reference.

## **Comprehensive Review and Inspection**

The bidder is responsible for carefully reviewing all of the requirements of this solicitation, inspecting the project location, including checking and/or verifying measurements, site conditions, any limitations, and other details, prior to preparing and submitting its bid proposal. Failure to submit a complete bid proposal may result in rejection of the bid proposal. Claims for additional costs or time resulting from the bidder's failure to inspect and/or verify will not be considered.

## **Addenda**

Responses to questions from bidders, interpretations of plans and specifications, changes prior to the bid proposal submission deadline, approvals of any substitutions, and supplemental instructions and terms will be posted as addenda on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov), and all addenda become incorporated into this solicitation upon posting. Bidders are responsible for checking the website to determine the issuance of any addenda. No addenda will be posted within the 5-day period preceding the bid proposal submission deadline except for an addendum withdrawing the solicitation or extending the bid proposal submission deadline.

## **Prebid Conference**

At the discretion of the State Purchasing Agent, a prebid conference - mandatory or nonmandatory - may be held. Bidders must attend a mandatory prebid conference and are encouraged to attend a nonmandatory prebid conference. The bidder's representative must register with the Division of Purchases at a mandatory prebid conference and identify the bidder he or she represents.

## **Costs**

The bidder is responsible for all costs and expenses to develop and submit a bid proposal in response to this solicitation.

## **Preparation of Bid Proposal**

Bid proposals must be made on the Bid Form included in the solicitation and in accordance with the instructions in this solicitation. All applicable blanks must be completed in a legible manner, printed electronically, typed, or handwritten in ink, and amounts must be expressed in both words and figures. In the event of any contradictory terms, handwritten terms prevail over printed or typed terms, and words prevail over figures. Signatures must be in ink. No additional provisions, conditions, or limitations may be made by the bidder, and any erasures and/or corrections must be initialed in ink by the person signing on behalf of the bidder.

This solicitation contains a Bid Preparation Checklist to assist the bidder in preparing a bid proposal for submission.

## **Submission of Bid Proposal**

Each bid proposal (a complete package, with the signed Bidder Certification Cover Form, signed Bid Form, Bid Surety, IRS Form W-9, signed General Contractor Apprenticeship Certification, if applicable, and public copy CD-R media disk) must be submitted in a *separate sealed envelope* with the bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Bid Proposal Submission Deadline" marked in the upper left-hand corner of the envelope.

*The bid proposal must be delivered (via mail, messenger service, or personal delivery) to the Division of Purchases and date-stamped receipted by the date and time specified for the bid proposal submission deadline.* Bidders should mail bid proposals sufficiently in advance of the bid proposal submission deadline to ensure timely delivery to the Division of Purchases or, when delivering a bid proposal in person or by messenger, should allow additional time for parking and clearance through security checkpoints. Bid proposals must be addressed to:

Rhode Island Department of Administration  
Division of Purchases  
One Capitol Hill, Second Floor  
Providence, RI 02908-5855

Bid proposals that are not received by the Division of Purchases by the bid proposal submission deadline for whatever reason will be deemed late and will not be considered. The submission time will be determined by the time clock in the Division of Purchases. Postmarks will not be considered proof of timely submission.

At the bid proposal submission deadline, bid proposals will be opened and read aloud in public.

## **Bid Price**

The bidder must submit a Base Bid Price on the Bid Form to perform all of the work specified in the solicitation, including the cost of the bonds and any allowances and addenda. The costs of alternates shall not be included in the calculation of the Base Bid Price. The bidder shall separately provide the cost for each alternate listed in the Bid Form. The cost for each alternate must be designated as an addition to, or subtraction from, the Base Bid Price. Alternates will be selected, if any, by the Division of Purchases in the order of priority listed in the Bid Form.

## **Bidder Certification Cover Form**

The bidder must download, complete, sign, and submit the Bidder Certification Cover Form for this solicitation as the first document with each bid proposal. The Bidder Certification Cover Form is downloadable with the solicitation from the Division of Purchases website by logging in as a RIVIP vendor and clicking on the applicable "Bid Number."

## **Public Copy**

Bid proposals submitted in response to this solicitation are public records pursuant to the Rhode Island "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 et seq. Each bid proposal must include a "public copy" to be available for public inspection upon the opening of bids. Bidders may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act.

The public copy must be submitted in .pdf (portable document file) format on a **read-only** CD-R media disk. The disk must include **all of the documents** submitted in response to the solicitation concatenated or merged into one file.

The public copy disk must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information: (1) Solicitation Title; (2) name of bidder and RIVIP vendor ID number; (3) Solicitation Number; and (4) bid proposal submission deadline.

The .pdf file must be named in the following manner:

SolicitationNumber\_Bid Proposal Submission Deadline\_BidderName\_VendorID.pdf

The bid proposal submission deadline must appear as mm-dd-yyyy. The bidder name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

**Example:** 7543210\_11-08-2013\_OceanStateCompanyInc\_9867.pdf

The public copy of each bid proposal will be posted on the Division of Purchases website.

*For Rhode Island Department of Transportation highway and bridge projects, in addition to the Quest Lite compatible electronic copy and one hard copy, the bidder must also include a duplicate original of the Quest Lite compatible electronic copy on a **read-only** CD-R media disk as the "public copy."*

## **Contractors Registration**

The bidder must have and maintain a valid certificate of registration issued by the Contractors' Registration Board throughout the term of the contract awarded pursuant to this solicitation and ensure that its subcontractors, unless exempt from registration, also obtain and maintain valid certificates of registration.

### **Subcontractors**

The bidder must demonstrate that it is able to perform a substantial portion of the work using its own workforce. Any bidder that does not maintain a permanent workforce and/or proposes to perform a disproportionate amount of the work through one or more subcontractors will be considered unqualified. The successful bidder must establish to the satisfaction of the State Purchasing Agent the reliability and responsibility of any subcontractors proposed to perform any work pursuant to this solicitation.

### **Taxes**

The State of Rhode Island is exempt from federal excise taxes and state and municipal sales and use taxes. The bidder shall not include such taxes in any prices in the bid proposal.

### **Bid Surety**

Bidders must furnish, with their bid proposals, either a bid bond from a surety licensed to conduct business in the State of Rhode Island or a certified check payable to the State of Rhode Island in the amount of five (5%) percent of the bid proposal. (*Bidders for Rhode Island Department of Transportation highway and bridge projects must furnish, with their bid proposals, a bid bond from a surety licensed to conduct business in the State of Rhode Island. Certified checks are not permitted for these projects.*) An attorney-in-fact who executes a bond on behalf of the surety must provide a certified current copy of the power of attorney. A successful bidder who fails to submit the additional documentation required by the tentative letter of award and/or fails to commence and pursue the work in accordance with the contract awarded pursuant to this solicitation may forfeit, at the discretion of the State Purchasing Agent, the full amount of the bid surety as liquidated damages. The State will retain the bid surety of all bidders until the earliest of: (i) the issuance of the Purchase Order; (ii) the 61<sup>st</sup> day following the bid proposal submission deadline; or (iii) the rejection of all bid proposals.

### **Divestiture of Investments in Iran Requirement**

No bidder engaged in investment activities in Iran as described in R.I. Gen. Laws § 37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each bidder submitting a bid proposal or entering into a renewal of a contract is required to certify that the bidder does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws § 37-2.5-3.

### **Domestic Steel**

Any steel products required by the plans and specifications in this solicitation must be formed, extruded, forged, cast, fabricated, or otherwise processed from steel made in the United States.

### **Withdrawal**

A bidder may withdraw its bid proposal at any time prior to the bid proposal submission deadline. Bid proposals are irrevocable for a period of 60 days following the bid proposal submission deadline.

### **Reservation of Rights**

The Division of Purchases reserves the right, at any time, for any reason, in its sole discretion, to: (i) revoke, suspend, or terminate this solicitation; (ii) accept or reject any and all bid proposals, in whole or in part; (iii) waive any technical defects, irregularities, or omissions in any bid proposals; and/or (iv) terminate any contract awarded pursuant to this solicitation, with or without cause.

### **Award**

The State Purchasing Agent, in his or her sole discretion, will award the contract pursuant to this solicitation to the responsive and responsible bidder who submits the lowest responsive and responsible bid proposal. The State Purchasing Agent may determine, in his or her sole discretion, the low bid proposal on the basis of the amount of the Base Bid Price plus the alternates selected in accordance with the Bid Form. The successful bidder will receive a tentative letter of award from the Division of Purchases with instructions for the bidder to submit further documentation. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order by the Division of Purchases and, in addition, an authorization from the user agency. The issuance of the Purchase Order and the continuation of any contract awarded pursuant to this solicitation is contingent upon the availability of funds.

### **Payment and Performance Bonds**

The successful bidder must furnish a 100% payment and performance bond from a surety licensed to conduct business in the State of Rhode Island upon the tentative award of the contract pursuant to this solicitation.

## **Prevailing Wages**

### ***For contracts priced under \$1 Million***

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (adjusted every July 1) for the various trades on a weekly basis, pay their workers one and one-half times the applicable prevailing wage rates for each hour worked in excess of 8 hours in any one day or 40 hours in any one week, and submit certified weekly payroll forms on a monthly basis to the user agency. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at [www.dlt.ri.gov](http://www.dlt.ri.gov), must be posted at the project site.

### ***For contracts priced \$1 Million or More***

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (adjusted every July 1) for the various trades on a weekly basis, pay their workers one and one-half times the applicable prevailing wage rates for each hour worked in excess of 8 hours in any one day or 40 hours in any one week, submit certified weekly payroll forms on a monthly basis to the user agency, and maintain a certified prevailing wage daily log at the project site. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at [www.dlt.ri.gov](http://www.dlt.ri.gov), must be posted at the project site.

## **Apprenticeship**

if the value of the project pursuant to this solicitation is at least \$1 Million (including all alternates), the successful bidder must employ apprentices on this project (in accordance with the apprentice to journeyman ratio for each trade approved by the State Apprenticeship Council. The bidder must complete, sign, and submit the General Contractor Apprenticeship Certification Form, included in the solicitation, with the bid proposal.

The successful bidder will also be required to complete, sign, and submit the General Contractor Apprenticeship Re-Certification and Certification Form following receipt of the tentative letter of award, and, in addition, each subcontractor must complete, sign, and submit to the successful bidder the Subcontractor Apprenticeship Certification Form prior to the commencement of any work on the project pursuant to this solicitation.

Specific information about apprentice occupations and apprenticeship requirements is available on the Rhode Island Department of Labor and Training website at [www.dlt.ri.gov/apprenticeship](http://www.dlt.ri.gov/apprenticeship).

### **Occupational Safety**

The successful bidder must ensure (if the total contract price is at least \$100,000) that all employees at the project site possess a card issued by the United States Department of Labor certifying successful completion of an OSHA ten (10) hour construction safety program.

### **Hazardous Substances**

The successful bidder must submit a chemical identification list to the Rhode Island Department of Labor and Training upon receipt of a Purchase Order from the Division of Purchases prior to performance of the contract awarded pursuant to this solicitation and make available to all employees a list of any hazardous substances that may present a risk of exposure.

### **Substitutions**

Any proposal in response to a request for substitutions in this solicitation must include the detailed information necessary for a comprehensive evaluation, including (without limitation) the name of the material or equipment of the proposed substitution and a complete description of the proposed substitution, with drawings and performance and test data. Products specified in this solicitation establish a standard of quality, performance, dimension, function, and appearance. Proposed substitutions must meet the standard and will not be considered without the prior written approval of the Division of Purchases. All substitution approvals will be posted, as addenda to the solicitation on the Division of Purchases website.

### **Licenses**

The successful bidder and anyone performing any work on the contract awarded pursuant to this solicitation must possess all of the licenses required by any federal, state, or local law to perform such work.

**Insurance**

The successful bidder must submit a copy of an endorsement and a certificate of insurance that references the solicitation number and names the State of Rhode Island as "certificate holder" and as "additional insured" upon the issuance of the tentative letter of award, on an annual basis during the term of the contract awarded pursuant to this solicitation, and from time to time upon request. The certificate of insurance must state that 30 days' advance notice of cancellation, nonrenewal, or material change in coverage (referencing the solicitation number) will be sent to: Rhode Island Department of Administration, Division of Purchases, One Capitol Hill, Providence, Rhode Island 02908-5855, fax # 401-574-8387, and provide evidence of the following specific types and amounts of insurance:

<b><u>Type of Insurance</u></b>	<b><u>Amount of Coverage</u></b>
Comprehensive General Liability	\$1 Million each occurrence (inclusive of both bodily injury and property damage)_  \$1 Million products and completed operations aggregate  \$1 Million general aggregate

*Comprehensive General Liability coverage shall include:*

- Independent contractors
- Contractual (including construction "hold harmless" and other types of contracts or agreements in effect for insured operations)
- Completed operations
- Personal injury (with employee exclusion deleted)

**Automobile Liability**

Combined Single Limit	\$1 Million each occurrence
Bodily injury, property damage, including nonowned and/or hired vehicles and equipment	

**Workers Compensation**

Coverage B	\$100,000
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Environmental Impairment ("pollution control")	\$1 Million or 5% of contract amount, whichever is greater
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Builder's Risk	Contract amount
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All insurance required by this solicitation, whether through a policy or an endorsement, shall include: (i) a waiver of subrogation, waiving any right the insurance company may have to recover against the State of Rhode Island; and (ii) a provision that the bidder's insurance coverage shall be primary in relation to any insurance, self-insurance, or self-retention maintained by the State of Rhode Island, and any insurance, self-insurance, or self-retention maintained by the State of Rhode Island shall be in excess of the bidder's insurance.

*The State Purchasing Agent reserves the right to accept alternate forms and plans of insurance and/or to require additional or more extensive coverage.*

### **Minority Business Enterprises**

The Division of Purchases reserves the right to give additional consideration to bid proposals submitted by minority/women business enterprises certified by the Division of Purchases, Minority Business Office ("MBEs") provided that any such bid proposal is fully responsive to the terms and conditions of this solicitation, and the bid price is determined, in the discretion of the Division of Purchases, to be within a competitive range.

Any bidder who does not intend to perform all of the work with its own forces shall recruit and engage MBEs to perform at least 10% of the dollar value of the contract awarded pursuant to this solicitation. To reach that goal, the bidder may allocate up to 60% of its costs for materials and supplies obtained from MBE dealers or 100% of its costs for materials and supplies obtained from MBE manufacturers.

The successful bidder must submit a plan to meet this requirement for approval by the Division of Purchases, Minority Business Enterprise Compliance Office within the 21-day period following the tentative letter of award, identifying all MBEs, and must also demonstrate its good faith best efforts to meet these MBE goals. Information about this requirement and a directory of MBEs certified in Rhode Island is available at [www.mbe.ri.gov](http://www.mbe.ri.gov) or (401) 574-8670.

### **Equal Opportunity**

The successful bidder must demonstrate a commitment to equal opportunity and submit an affirmative action plan for review by the Rhode Island Department of Administration State Equal Opportunity Office within the 21-day period following the tentative letter of award. Information about this requirement is available at [www.diversity.ri.gov/eo/eoopagehome.htm](http://www.diversity.ri.gov/eo/eoopagehome.htm) or (401) 222-3090.

### **Drug-Free Workplace**

The successful bidder shall comply, and require that its employees comply, with the State of Rhode Island Drug Free Workplace policy and provide a certificate of compliance within the 21-day period following the tentative letter of award.

### **Sprinkler Impairment**

The successful bidder must comply with the requirements of the State of Rhode Island's insurance carrier for sprinkler impairment and hot work, accessible at the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

### **Foreign Corporations**

No foreign corporation or limited liability company may transact business in the State of Rhode Island until it shall have obtained a Certificate of Authority from the Rhode Island Secretary of State, and no foreign limited partnership may transact business in the State of Rhode Island until it shall have obtained a Certificate of Registration from the Rhode Island Secretary of State. The successful bidder, if a corporation or limited liability company, will be required to provide a Good Standing Certificate, and if a limited partnership, will be required to provide a Letter of Legal Existence, issued by the Rhode Island Secretary of State within the 21-day period following the tentative letter of award.

### **Campaign Finance**

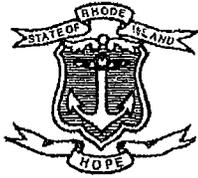
The successful bidder who has contributed, within the 24 months preceding the contract award, an aggregate amount of more than \$250.00 within a calendar year to any Rhode Island general officer, candidate for general office, any member of the general assembly, or any Rhode Island political party, must file a "Vendor Affidavit" with the State of Rhode Island Board of Elections. Information about "Vendor Affidavits" and electronic filing is available at [www.elections.ri.gov](http://www.elections.ri.gov) or Board of Elections, Campaign Finance, (401) 222-2056.

### **Binding Contract**

The form of agreement the successful bidder will be required to execute is included in the solicitation. A binding contract between the State of Rhode Island and the successful bidder will be formed by the issuance of a Purchase Order from the Division of Purchases, *and only by the issuance of a Purchase Order, and only to the extent of available funds*. The binding contract will incorporate and be subject to the terms and conditions of the solicitation, including the Invitation to Bid, the Instructions to Bidders, the General Conditions, any Supplemental Conditions, the Plans and Specifications, the Bid Preparation Checklist, the Bid Form, the Bidder Certification Cover Form, the Agreement, and also the Purchase Order. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order and, in addition, an authorization from the user agency.

### **Compliance with Terms of Contract**

Failure of the successful bidder to comply with the terms and conditions of any contract awarded pursuant to this solicitation may result in nonpayment, suspension or termination of the contract, suspension or debarment of the bidder, or any other necessary or appropriate remedy.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

## Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

TTY: Via RI Relay 711

Lincoln D. Chafee  
Governor

Charles J. Fogarty  
Director

### STATE CONTRACT ADDENDUM

#### RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

#### PREVAILING WAGE REQUIREMENTS (37-13-1 ET SEQ.)

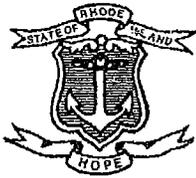
The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at [www.dlt.ri.gov/pw/Posters.htm](http://www.dlt.ri.gov/pw/Posters.htm) or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at [www.dlt.ri.gov](http://www.dlt.ri.gov) on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

*An Equal Opportunity Employer/Program./Auxiliary aids and services are available upon request to individuals with disabilities.*

TTY via RI Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

Telephone; (401) 462-8000  
TTY; Via RI Relay 711

Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

subcontractors and their assignees for prevailing wage work performed pursuant to this contract;

6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at [www.dlt.ri.gov/pw.forms/htm](http://www.dlt.ri.gov/pw.forms/htm), as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

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TTY via Rf Relay 711



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Department of Labor and Training

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1511 Pontiac Avenue  
Cranston, RI 02920-4407

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Governor  
Charles J. Fogarty  
Director

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at [www.dlt.ri.gov/pw](http://www.dlt.ri.gov/pw).

**CERTIFICATION**

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

*An Equal Opportunity Employer/Program, /Auxiliary aids and services are available upon request to individuals with disabilities.*

*TTY via RI Relay 711*



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex

1511 Pontiac Avenue

Cranston, RI 02920-4407

Telephone: (401) 462-8000

APPENDIX A

**TITLE 37**

**Public Property and Works**

**CHAPTER 37-13**

**Labor and Payment of Debts by Contractors**

**SECTION 37-13-5**

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

APPENDIX B

**TITLE 37**

**Public Property and Works**

**CHAPTER 37-13**

**Labor and Payment of Debts by Contractors**

**SECTION 37-13-7**

**§ 37-13-7 Specification in contract of amount and frequency of payment of wages.**

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

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

- (1) The basic hourly rate of pay; and
- (2) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.



State of Rhode Island  
Division of Purchases

Public Works  
Bid Preparation Checklist

**Date:** 8/25/2015

**Bid#:** 7549830

**Title:** State House Dome Cleaning & Repairs, DOA

**This checklist is provided to assist the bidder in preparing a bid proposal for submission. It is not a substitute for a thorough review of the Instruction to Bidders nor a comprehensive list of all bid proposal requirements. Each bidder is responsible to review the Instructions to Bidders and to comply with all requirements of the Solicitation.**

**Bid Proposal Package:**

- RIVIP Bidder Certification Cover Form (completed) signed in ink
- Bid Form
  - All applicable blank spaces on the Bid Form have been completed
  - All Addenda have been acknowledged
  - Bid price printed legibly in ink (in both words and figures that match where specified)
  - Erasures or corrections have been initialed by person signing the Bid Form
  - Bid Form is signed in ink
- Bid Surety
  - Bid bond or certified check (for DOT projects, bid bond only)
  - Bid surety is five percent of the bid total (or such other specified amount)
  - Bid Bond is signed by the bidder and surety
  - Power of Attorney is attached to the Bid Bond showing the name of person who signed the surety bond
- Public Copy of bid proposal in pdf format on a read-only CD-R media disk
- General Contractor Apprenticeship Certification Form "2013-14" (for projects \$1,000,000 and greater) required at time of bid proposal submission

*Note: General Contractor Apprenticeship Re-Certification and Certification Form "2013-16" and Subcontractor Apprenticeship Certification Form "2013-15" are not required at time of bid proposal submission deadline.*

- Applicable professional licenses (as specified in the Solicitation)
- Rhode Island Contractor Registration Board No.
- All bid proposal documents in a sealed envelope with the specific Solicitation #, Solicitation title, and the bid proposal submission deadline marked in the upper left hand corner of the envelope
- Each bid proposal submitted in a separate sealed envelope
- Completed Form W-9
- Other \_\_\_\_\_

**Buyer Name: John F. O'Hara II**

**Contact Information: 401-574-8125**

State of Rhode Island  
**PAYER'S REQUEST FOR TAXPAYER  
 IDENTIFICATION NUMBER AND CERTIFICATION**

**THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.**

**Taxpayer Identification Number (T.I.N.)**

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

**Social Security No. (SSN)**

**Employer ID No. (EIN)**

--	--	--	--

--	--

**NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**(REMITTANCE ADDRESS, IF DIFFERENT)** \_\_\_\_\_

**CITY, STATE AND ZIP CODE** \_\_\_\_\_

**CERTIFICATION:** Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because either: (A) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions** -- You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

**PLEASE SIGN HERE**

**SIGNATURE** \_\_\_\_\_ **TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_ **TEL NO.** \_\_\_\_\_

**BUSINESS DESIGNATION:**

- Please Check One: Individual  Medical Services Corporation  Government/Nonprofit Corporation   
 Partnership  Corporation  Trust/Estate  Legal Services Corporation

**NAME:** Be sure to enter your full and correct name as listed in the IRS file for you or your business.

**ADDRESS, CITY, STATE AND ZIP CODE:** Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

- 1) Same T.I.N. with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
- 2) Different T.I.N. for each different location -- submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

**CERTIFICATION** -- Sign the certification, enter your title, date, and your telephone number (including area code and extension).

**BUSINESS TYPE CHECK-OFF** -- Check the appropriate box for the type of business ownership.

**Mall to: Supplier Coordinator, One Capitol Hill, Providence, RI 02908**