



CITY OF PROVIDENCE, RHODE ISLAND

Department: Public Property

RFP Title: Architectural Design Team Services City of Providence Public Works Complex

Opening Date: 08/15/2023

Addendum #: 3

Issue Date: 08/09/2023



Department: Public Property

RFP Title: Architectural Design Team Services City of Providence Public Works Complex

Opening Date: 08/15/2023

Addendum #: 3

Issue Date: 08/09/2023

The purpose of this addendum is to:

1. Provide Requests for Information and responses.
2. Provide the attached Request for Lump Sum Cost Proposal for Stabilize Existing Roof Structure vs. Temporary Truck Warm Storage Facility for reference.
 - a. The PPBA and the City are already pursuing this scope of work with Contractors in order to meet the completion date of December 20th, 2023. Please be advised that bids on this Architectural Services RFP should still include this package and the successful firm will work with and coordinate with the selected contractor.
3. Provide the Borehole Drilling Logs from Exhibit 5 Appendix B which was left off of the Exhibit 5 attachment in Addendum #2.

The Terms and Conditions of the RFP published on July 18, 2023 is hereby confirmed in every respect except as noted in Addendums #1, #2, and #3.

REQUESTS FOR INFORMATION & RESPONSES

1. Does the survey scope include a boundary survey? The RFP says existing conditions and GPR, but I just want to make sure.

A boundary survey should be included for the largest properties and abutting properties.

2. When the western building was demolished, were the foundations completely removed?

Addendum Two (2) Addresses this topic, however it was represented that all foundations were removed during demolition. However, the projects GPR survey requirements shall require scans to investigate for foundation remnants.

3. Is the rear wall of Building C built into the hill? The concern is whether the structure of Building C is holding back the hill, which would complicate the potential demolition of that building.

While no test pits or other destructive investigation has taken place at that location there is a high probability that the wall structure observed on the South Wall of Building "C" serves in part as a retaining wall and shall be treated as such until further investigation has been completed. Part of the Design Teams investigation requirements will be to identify the actual conditions.

4. The Phase II report notes it has boring logs in Appendix B, but it is not attached to the Addendum. Can you provide this?

Yes – please see Item 3 of this Addendum #3.

5. In Addendum 2, in the answer to question 12 you specify that "key sub-consultants" need to use the B305. Can you define "key sub-consultants"?

Key sub-consultants are defined as Sub-Architectural Services, Mechanical, Electrical, Plumbing, Structural, Civil, Commissioning, Estimating, Fire Protection.

6. Can you confirm that the key sub-consultants need to complete only AIA B305 Section 1.6 which is the "General Statement of Qualifications" and not the entire AIA B305 document?

No one fills out AIA B305, since that will be completed when the award is made to the successful architect. Some consultants must fill out "General Statement of Qualifications" as well as architects.

7. It is our understanding that the AIA B305 form is only accessible through an annual AIA Licensed Subscription, or by purchase by an AIA member for \$99. Since this document is one-time use, it acceptable for an annual AIA Licensed Subscription holder to distribute the B305 Form to “key sub-consultants” in Word format and include a draft version of the form in the submission?

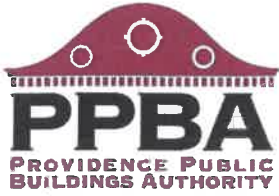
When the successful architect is awarded the contract, Girard R. Visconti shall fill out and complete AIA B305 as the final document. Once that is accomplished, the successful architect can forward the final document to its sub-consultants.

8. Verdantas (FKA ES&M) appeared to be a part of the DPW team for this project. Will they be handling all “ground down” environmental issues on behalf of the DPW moving forward and therefore we should not include this in our bid package?

The Design Team shall anticipate time as part of their Design Team services to work with ESM/Verdantas on Existing Documented Ground Down environmental issues as it relates to incorporating design elements for proper capping and other systems required to comply with DEM and other regulatory requirements. The Design Team shall be responsible for any and all Hazardous Environmental Conditions/Issues discovered above grade as it relates to existing facilities and incidental underground conditions that may be associated with the above grade work. The choice of the environmental team is totally up to the Design Team, but continuity of environmental teams on site is encouraged.

9. Will the project be required to go through the Development Plan Review process and/or obtain the City Plan Commission or Zoning Board of Review approvals?

Yes, the design is expected to go through the Development Plan Review process and obtain City Plan Commission and Zoning Board of Review approvals.



Ronald A. Crosson, II, Chairman
Vincent Kilbridge, Treasurer
James McLoughlin, Assistant Treasurer and Assistant Secretary
Scott Slater, Secretary
Abraham Pinales
Mal A. Salvadore, Esq., General Counsel

July 31, 2023

Tower Construction Corp.
10 Southern Industrial Drive
Cranston, RI 02920
Attn.: Mr. Al Poulos
(Al@towerconstructioncorp.com)

Ahlborg Construction
355 Centerville Road
Warwick, RI 02886
Attn.: Glenn Ahlborg

Bacon Construction Co., Inc./
Agostini Construction Co., Inc.
241 Narragansett Park Drive
East Providence, RI 02916
Attn.: Steven Agostini
(SteveA@Baconconstruction.com)

Dimeo Construction Company
75 Chapman Street
Providence, RI 02905
Attn.: Anthony DeMatteo
(ADematteo@dimeo.com)

Heroica Construction
631 Douglas Avenue
Providence, RI 02908
Attn.: Jhonny Leyva

RE: Request for Lump Sum Cost Proposal for Stabilize Existing Roof Structure vs.
Temporary Truck Warm Storage Facility

Gentlemen:

Providence Public Building Authority recently filed for bidding purposes an RFP for architectural services which can be downloaded on the City of Providence Bid website.

Those services include demolition of a portion of the building at 60 Ernest Street, Providence, Rhode Island, as well as installing a sprung structure.

Providence Public Buildings Authority
50 South Main Street, Providence, Rhode Island 02903, Telephone 401-228-3611

Page 2

Notwithstanding, the PPBA is seeking bids for two options as noted in the enclosed request for lump sum cost proposals. (Enclosed is the AIA A104 as to contract form).

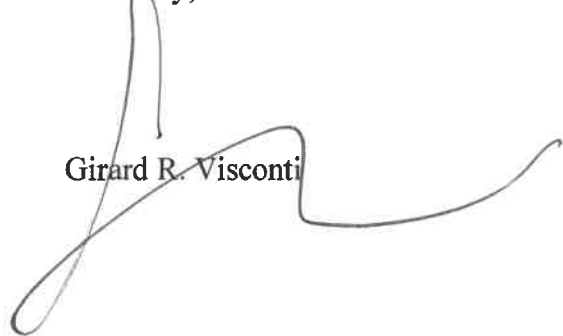
Please review and if you are interested, please inform the undersigned as soon as practical.

I am scheduling a Pre-Bid Conference at 60 Ernest Street on August 11, 2023, at 9:00 a.m.

If you plan to attend, would you kindly inform me and also, if you have any questions, please contact me by phone or email.

Sincerely,

Girard R. Visconti

A handwritten signature in black ink, appearing to read 'Girard R. Visconti'. The signature is fluid and cursive, starting with a large loop on the left and ending with a long horizontal stroke on the right.

GRV/ch

Enclosures



1 **PROVIDENCE PUBLIC BUILDINGS AUTHORITY**

2 **Providence Public Works Complex**

3 **Warm Truck Storage**

4 **Request for Lump Sum Cost Proposal**

5 for

6 **Stabilize Existing Arched Roof Structure (Option 1)**

7 **versus**

8 **Temporary Truck Warm Storage Facility (Option 2)**

9
10 **Defined Abbreviated Scope of Work and Services for**
11 **FAST-TRACK DESIGN and CONSTRUCTION APPROACH**

12
13
14
15
16
17
18
19
20
21
22 **Wednesday, July 26, 2023**



- 1 The Providence Public Buildings Authority (PPBA) hereinafter known as the Owner is seeking
- 2 a General Contractor that can provide the following prescribed services to carry out One (1) of
- 3 the Two (2) Optional Plans presented and defined herein to provide Providence Public Works
- 4 a Warm Truck Storage area at 20- 60 Ernest Street, Providence RI.
- 5 The site location and project options one (1) and two (2) are seen in Figure One (1) below.
- 6 It is critical that the Work is Completed (trucks inside the facility) by December 21, 2023.



7
8 *Figure One (1)*

- 9 For full disclosure, there is currently an active Request for Proposals (RFP) from Design
- 10 Teams for a much larger scaled project located on this site and the work defined in this RFP is
- 11 intended to provide a safe temporary warm storage location until the main project is
- 12 completed. You will find that this RFP currently has overlapping responsibilities with the work
- 13 defined in the Design Team Solicitation, however, the Contractors submitting proposals for this
- 14 work shall provide the costs to carry out the work independently with their design team
- 15 members/consultants to provide the Owner with a Lump Sum cost proposal for these options
- 16 for all essential work associated with this work scope.
- 17 The cost to prepare this proposal is not compensable and is done at the sole expense of the
- 18 Contractors/Consultants providing proposals.
- 19 The following conditions apply and should be accounted for in the development of costs for
- 20 this Work Scope
- 21
 - The Form of the Contract will be a Modified AIA Document A104-2017 entitled
 - 22 "Standard Abbreviated Form of Agreement Between Owner and Contractor".
 - 23 • A Performance and Payment Bond will be Required.



- 1 • Owner as Additionally Insured will be Required.
- 2 • Payment Terms will Be Sixty Days (60) from the Date of the Approved Invoice.
- 3 • Releases of Liens will be required starting with the second payment request unless
- 4 otherwise approved.
- 5 • All Design and Engineering shall be performed by RI Licensed Professionals.
- 6 • All Construction Work shall be Performed by a Fully Licensed and Registered Rhode
- 7 Island Contractor and Sub-Contractors.
- 8 • MBE and WBE participation are encouraged.
- 9 • All costs shall include any and all required premium time to deliver this project on time.

10

11 **Option One (1) Arched Roof Facility Wall Stabilization**

12 This option represents the stabilization of wall sections, foundations, and floor slabs as defined
13 below.

14 The history behind this option is in part based on a structural engineering report dated May 18,
15 2021, attached as Exhibit One (1) prepared by Odeh Engineers. When using Exhibit One
16 please note that Contractors and their consultants shall not copy and paste these files and
17 shall review them for conformance with the current codes and any possible changes in the
18 physical conditions of the structural elements. This report finds that the North Wall and
19 portions of the East Wall have structural deficiencies that need to be addressed to prevent
20 further deterioration and to remove the risk of failure to prevent damage to property, injury or
21 death.

22 In initial reviews of the facility and foreseeable overall campus plans moving forward, it is
23 unlikely this portion of the structure will be permanently restored and incorporated into the final
24 plans.

25 The benefit of this option is that it allows for the overall campus Design Plans to be completed
26 before a temporary facility is constructed and placed and a full determination of actual needs is
27 identified to house vehicles in a warm storage facility as presented in Option Two (2), by
28 allowing time to precisely plan and calculate the placement of a temporary facility based on
29 approved plans and specifications for the overall prime project.

30 Option One introduces the need to economically provide all required structural shoring,
31 stabilization, and weather enclosure that allows for continued safe use of the facility. As such
32 we are respectfully requesting a proposal from Contractors to provide a temporary solution (in
33 place for up to 3 years) to meet this objective. Figure 2 below illustrates the exterior walls
34 impacted.



1
2

Figure Two (2)

3 Simplifying it, this work may include but not be limited to an option of removing the existing
4 concrete masonry walls with brick veneer on the North Elevation (note these wall components
5 provide stability to the columns due to their excessive decay) and introducing a structurally
6 reinforced masonry wall system, which would serve as the structural load bearing wall for the
7 roof system eliminating the need for new columns. This approach may possibly require
8 restoring or otherwise introducing a new structural foundation line to support the wall system
9 or other creative temporary solutions for support.

10 As the structural masonry wall system approach briefly outlined above offers a possible long-
11 term solution, we are respectfully requesting that other options be explored to provide a more
12 economical approach that perhaps utilizes a cribbing detail to support the roof system and the
13 installation of a quality wind and weather-resistant semi-translucent fabric veneer system.

14 Additionally, stabilization of the floor slab where it is settling along the North Wall may be
15 required as well and should be evaluated to assure that the current floor condition supports the
16 approved final solution. Furthermore, deficiencies on the East and West Elevations will
17 additionally require attention and possibly reinforcement or similar temporary measures being
18 used on the North Wall to assure overall stability.

19 Please note that Exhibit One (1) report and subsequent discussion make it clear that the
20 existing columns shall not be relied on to support the structure alone due to the excessive
21 decay observed. These observations could not be quantified.

22 It is important to understand that the interior space should not be significantly impeded by
23 Shoring Systems if used and should be minimized to allow continued operational space in the
24 building for the current use.



1 Be Reminded that it is important to understand this approach (Option One) is a temporary
2 solution that allows for the stabilization of the building system for a period between one (1) to
3 three (3) years and should be approached in the most economical fashion possible, as such
4 other options to support the structure are encouraged to be explored and presented.

5 Please understand the improvement is considered sacrificial but is being implemented for
6 safety concerns.

7 The Contractor shall engage as part of their team a structural engineer and other qualified
8 team members to develop a plan to accomplish accelerated stabilization and support of the
9 wall and roof system as required for full use and occupancy by December 21, 2023.

10 The Contractor shall engage a team to determine if any materials impacted by this proposed
11 operation contain hazardous materials and if discovered the Contractor shall properly remove
12 and dispose of all materials through appropriate abatement and disposal plans with a qualified
13 abatement contractor. Notice of Discovery to the Owner shall be provided and the Cost shall
14 be paid for through the defined Allowance.

15 Additionally, there is a small interior masonry walled structure (Water Room, Hot Box) at the
16 Northwest Corner that shall also be removed in its entirety as part of this work. The wall
17 system does not have to be replaced at this time as it is our understanding this space is no
18 longer heated.

19 The Contractor will be responsible for the termination and rewiring of the Fire Alarm Box and
20 other electrical as may be required for this space and other areas impacted along the walls
21 being modified as part of this Lump Sum Fee proposal.

22 Furthermore, any and all required miscellaneous steel, hangers, anchors, and other
23 appurtenant systems required to support the existing water lines, lighting, conduits, and other
24 fixtures and utilities impacted by this overall work scope shall be performed by the Contractor
25 as part of the Lump Sum Fee proposal.

26 While this work is taking place vehicles will be stored in the area entitled "Option Two (2)
27 Temporary Structure Site" where a temporary fence will be installed and provided by the
28 Owner at this time.

29 The current condition of the East and West Wall Garage overhead doors requires repair and or
30 replacement. If these doors are impacted by the work being proposed by this scope the
31 Contractor shall provide a cost to Repair vs Replace doors with an economical system,
32 keeping in mind this is a temporary solution this time.

33 Additionally, All Costs shall account for Traffic Management and Maintenance along Ernest
34 Street and proposals shall account for temporary barriers, line striping, other systems (i.e.,
35 barrels, cones, signage, and others), permitting, and Police Details required for possible partial
36 or full lane closure/narrowing as work is being performed.

37 **Option Two (2) SPRUNG STRUCTURE OR EQUAL**

38 Option Two (2) is also a short-term (1 to 3 years) solution to providing a warm storage facility
39 for vehicles during the design of the new public works campus and in anticipation of a phased
40 construction approach to fully develop the project objectives for the new Public Works



1 Complex currently out for design. As with Option One (1), this work needs to be completed by
2 December 21, 2023. The following [link](#) will walk you through a video depicting one possible
3 concept of design for the project and illustrates the way the Temporary Structure plays a role in
4 the overall plan. This video is entitled Video Exhibit One (1) in the RFP for Design Teams
5 currently being bid on and is labeled as such but shall serve as Exhibit Two for this Request
6 for Proposal.

7 [https://providencepublicbuildingsauthority.sharefile.com/d-](https://providencepublicbuildingsauthority.sharefile.com/d-sb9cbd2bf53294cb1a217acadd24b4b9d)
8 [sb9cbd2bf53294cb1a217acadd24b4b9d](https://providencepublicbuildingsauthority.sharefile.com/d-sb9cbd2bf53294cb1a217acadd24b4b9d)

9 The intended purpose of this project approach and structure is to allow for the demolition of
10 the arched roof structure at 60 Ernest Street in advance of major construction which allows
11 opening up the site for development in a phased project approach as the Owner cannot
12 relocate operations at any time during construction. While this is a 36-minute video that
13 outlines one of many possible design approaches and defines the approximate location for the
14 structure to be located on-site. The section of the video with time markers 14:20 through
15 20:49 addresses the location and reason for the temporary structure.

16 We are respectfully requesting that Contractors provide a proposal to perform the following:

17 Assemble a Design, Construction and Sub-Contracting Team required to Design, Coordinate
18 and Deploy an Operational Sprung Structure on Site to accommodate the needed program
19 requiring work such as but not limited to the following:

20 Please note that Sprung Structures is the preferred structure provider as it is anticipated that
21 the structure will be unassembled and used for sub-structures on the new campus in part or
22 whole. Additionally, research has shown they hold a higher resell value for systems that are
23 not to be used on this project and can be easily relocated to another site for reuse and have
24 the longest projected longevity of systems in the market.

25 **Base Structure Details:**

- 26
- 27 • Work with Sprung on the engineering, and purchase (also explore lease options) and
28 delivery of a 100-foot by 300-foot structure¹. This structure shall be complete with a
29 minimum of two (2) single personal doors (3' x 7') without hoods, and two (2) single
30 personal doors (3' x 7') with hoods. One (1) double door (6' x 7'), two (2) Flat End
31 Rolling Service Doors (14' W x 16' H) and one Side Sliding Door (14'-4" x 17'-6").
 - 32 • Procure the final Owner Approved structure.
 - 33
 - 34 • All personnel doors shall be complete with latching and locking hardware including
35 panic devices.
 - 36
 - 37 • Personnel doors shall each have Self Luminous Exit Signs (i.e., [ISOLITE](#)) complete
38 with all required mounting hardware. (To be reused in new facility or other city assets)
 - 39

¹ PPBA Please assure this is the size required. As a smaller structure will result in easier access and egress as well as lesser operational expenses. Adjust the size based on input from Public Works.



- 1 • All doors shall have a 6' x 6' concrete or asphalt pad (stoop).
- 2
- 3 • All Sliding Doors for vehicle access shall have an asphalt or concrete apron the width
- 4 of the door opening plus 2 feet and a minimum of 6 feet in depth from the face of the
- 5 door.
- 6
- 7 • Structure membrane fabric shall meet the State Approved Fire Rating
- 8
- 9 • Price the system to be both insulated and non-insulated meeting the fire rating
- 10 requirements if used. It is critical to note this is a temporary structure, as such a
- 11 meeting with local code officials is required to determine if the energy code will be
- 12 required. If not required by code additional consideration will be based on the
- 13 estimated energy consumption discussed below to determine the return on investment
- 14 for the operation duration of the structure while operating.
- 15
- 16 • Price the system to have upper daylight panels.

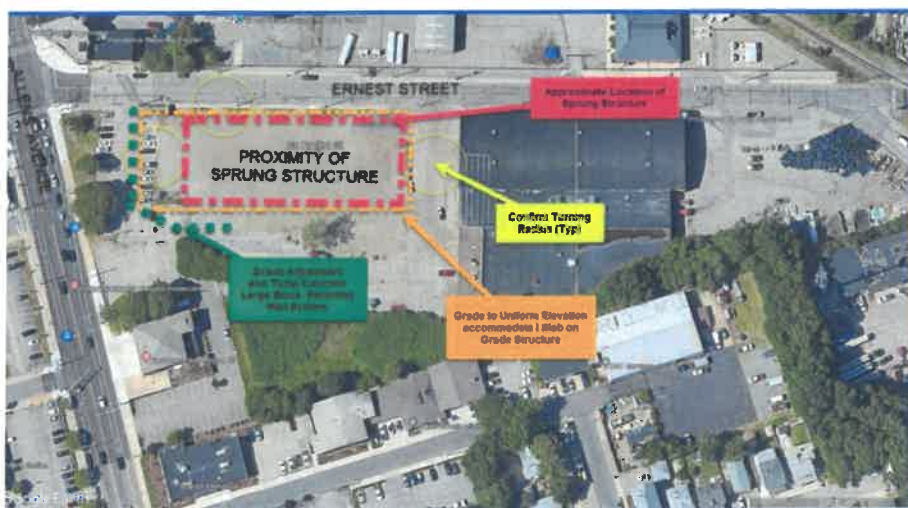
17

18 **Site, Footing, Slab on Grade and Drainage:**

19 Figure three (3) below provides a limited pictograph of the key (but not all) work elements
20 related to the site grade. The Contractor shall engage an Engineer and Surveyor to
21 determine and set an elevation to assure that water shed from the facility flows from the site as
22 required to prevent flooding and standing water from negatively impacting the site.

23 The Contractor shall also furnish and install a large concrete block retaining wall system that
24 will serve as a temporary wall structure (to be removed at a later date and possibly reused) to
25 create the final grade changes required as prescribed above. The Contractor shall also
26 provide an anchored Jersey Barrier system on top of that wall or otherwise securely extend the
27 height of the wall to prevent vehicles or persons from falling from the upper elevation.

28 Once the grade is established the Sprung System will require a structural component to be
29 anchored to. Again, it should be noted this is a temporary structure and may not require a full
30 foundation so there are options to be explored, but all will require engineering and approval by
31 the Local Building Official. The Contractor shall engage an engineer and work with the
32 manufacturer's engineer to provide the construction details required to erect the facility. In
33 designing these elements, they are considered sacrificial and will be removed as the project
34 progresses.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

Figure Three (3)

Options to be explored could include a perimeter haunched concrete slab on grade with a Welded Wired Reinforcement Mesh and/or Micro Synthetic Fibers (i.e. FiberMesh).

The Slab shall have a floor basin/drain and or possible sump in either the Northwest quadrant or Southwest quadrant (to be determined) to collect and drain water from washing off vehicles. It is expected that the slab will have a positive pitch/slope that allows water to flow without assistance to the drain/basin. The Contractor shall engineer and install an oil water separator to be environmentally responsible. One such system is offered by firms like [WashBay Solutions](#). The referenced system is an above-ground system that could be supplied from a sump; however, underground gravity feed systems are available and would be considered if they prove to be of less cost. The discharge point will be an existing on-site drainage asset (to be confirmed by Contractor Surveyor and Engineer) and most likely located between the Sprung structure and the Existing Facility. Slabs shall be sloped for positive flow to shed water to additional general area floor drains/basins and directed to the Oil Water Separator.

With the option defined above the slab is integral to the footing (haunched slab), however, It may be possible to consider a combined perimeter concrete footer/wall for structure attachment and an asphalt slab on grade for the facility floor as a more economical approach, however, the local fire marshal should weigh in if asphalt is an acceptable system for indoor use.

The Contractor shall provide all miscellaneous and appurtenant materials systems required to install the structure to the foundation and slab.

Bollards (functional for truck loads) shall be placed at each side of the vehicle access doors to protect the structure.



1 Grading will be required between the road and the structure and wall as other elevations to
2 assure movement and control of water from the roof structure and site.

3 **Heat and Ventilation:**

4 The Contractor shall engage their Engineer and or a manufacturer's design team to design
5 and furnish a system to Properly Vent, Circulate Air, and Heat the facility as economically as
6 possible.

7 Heating should be designed to maintain a temperature range of 50 to 60 degrees so that
8 vehicles have no issues starting and providing a comfort lever for workers to set up and break
9 down vehicles. Engineers shall also ensure that systems control humidity to minimize
10 condensation within the structure. Additionally, it is desired that there are fans to maintain air
11 movement and air exchanges within the space during hot weather. It is important to
12 understand that the manufacturer's requirements stress that the system design ensures that
13 the system intakes more air than being exhausted at any given time resulting in positive
14 pressure. This ensures ease of operation of the doors and does not draw moisture into the
15 building.

Commented [BM1]: Jerry, Ron please confirm this is an approved operating temperature

16 Initial review shows these objectives may be best achieved by Temporary Portable Heaters
17 and Aire Exchangers. The plan and construction should consider all equipment pads for this
18 equipment to sit on and provide proper barricades to protect from access and serve for dust
19 control protecting the equipment.

20 **Fire Alarm:**

21 A basic fire alarm system shall be provided as required by the applicable local and state code.

22

23 **Lighting:**

24 The interior of the facility shall be uniformly lighted using lighting systems such as [Big Ass](#)
25 [Light LED High Bay Systems](#) or equal with Occupancy Sensors with the ability to override the
26 sensors with switches. Switches and circuits shall be arranged to provide uniform full, half,
27 and quarter lighting levels. Additionally, a certain number of fixtures shall be installed with
28 Emergency Batteries to assure safe egress and limited continued work.

29 The lighting level shall deliver uniform 60-80 Foot Candles with all lights on.

Commented [BM2]: Jerry, Ron: Confirm with Public Works Team

30 The Fixtures are intended to be reused in the completed new facility, as such care shall be
31 taken in means and methods to install them in a manner that allows for easy removal without
32 damage for reinstallation in the new facilities.

33 Exterior Lighting shall be provided at each door of the facility providing adequate lighting with
34 no less than 20-foot candles using LED Fixtures that are dark sky friendly. Exterior lights shall
35 be switched through a celestial (Astronomical) time clock.

36 **Water:**

37 Water shall be provided in either the Northwest quadrant or Southwest quadrant (To Be
38 Determined) that will serve a dual cold water hose bibbs for rinsing vehicles off returning from



1 operations. The Hose Bibb shall be a minimum of 1" Connection and allow enough pressure
2 to properly rinse vehicles off. Water shall be collected in the sump serving the Oil Water
3 Separator as referenced previously in this document. The Contractor shall additionally provide
4 two (2) 75-foot hoses and nozzles.

5 The Hose Bibbs shall be securely mounted to a solid study post and protected from a
6 vehicular hits with two bollards.

7 **Utilities:**

8 It is anticipated that a **Temporary Electrical Service** will be required from Ernest Street. The
9 Contractors Engineer shall size the service to support all equipment and loads including but
10 not limited to Heating Equipment, Ventilation, Lighting, Pumps, and other systems required for
11 a functioning facility. The Contractor will coordinate the applications and permits required for
12 this installation by the Contractor with the Owner. Fees for such applications will be paid from
13 the allowance and reimbursed to the Contractor with a two (2) percent markup.

14 Heating most likely will require a **Natural Gas Service** or Propane Farm dependent on the
15 availability of a timely service from Rhode Island Energy to provide a service timely. It is not
16 believed that electricity should be used to heat the facility. The Contractor will coordinate the
17 applications and permits required for this installation by the Contractor with the Owner. Fees
18 for such applications will be paid from the allowance and reimbursed to the Contractor with a
19 two (2) percent markup. The Contractors Engineer shall size the service required to support all
20 required equipment and loads. If a propane farm is used the Contractor shall factor in a jersey
21 barrier coral to protect the tanks.

22 **Water** will be required at the site for the Vehicle Wash Hose Bibbs. The Contractor should
23 explore the option of reconnecting from the abandoned line that once served the facility that
24 was demolished a few years ago. If not available a new water service will be required to
25 supply that line. The Contractor will coordinate the applications and permits required for this
26 installation by the Contractor with the Owner. Fees for such applications will be paid from the
27 allowance and reimbursed to the Contractor with a two (2) percent markup.

28 It is anticipated that the **Drainage** will tie into existing site assets. This is limited to floor drains
29 as no restrooms will be installed in this facility. The Contractors Engineer shall size the
30 infrastructure required to support the protected drainage loads. If at a later date, a restroom is
31 contemplated it will be a portable toilet system with self-contained waste on a trailer and only
32 water may be required.

33

34 **Summary and Costs:**

35 Both options have been generally defined above and Contractors are respectfully requested to
36 provide a lump sum costs for both of those options and together with their team refine the
37 program to provide a deliver a turn-key temporary facility as described herein before
38 December 21, 2023, that will serve as a warm truck storage facility for a period of one (1) to
39 three (3) years.



1 Both Options require that the Contractor be capable of procuring all required engineering team
2 members (Site, Structural, HVAC, Electrical, and other), and working with, Manufacturers'
3 Engineering Representative/Team, Local Utilities (with the Owner), and Sub Engineering
4 Disciplines that will be required for completed construction operations for the Site
5 Development, Building System Purchase, Building Erection, or Temporary Restoration defined
6 in Option one (1), Heating and Ventilation, Lighting, Drainage and installation of all
7 appurtenant and required systems and work.

8 The Contractor lump sum fee shall include the following:

- 9 • All Required Administrative Costs Associated with the Project.
- 10 • All Required Design and Engineering Work.
- 11 • All Office and Travel Expenses.
- 12 • All Temporary Office Expenses.
- 13 • All overtime expenses as may be required to complete the project prior to December
14 21, 2023
- 15 • Current Prevailing Wage Rates.
- 16 • All require insurance.
- 17 • All Required Permitting Required from City and State as Required. [Actual Fees plus
18 two (2) percent will be reimbursed from the allowance].
- 19 • Any Survey Work Required to determine grades for the site and inverts for drainage
20 systems.
- 21 • Traffic Details (Police) [Actual Fees plus two (2) percent will be reimbursed from the
22 allowance].
- 23 • Traffic Management.
- 24 • All Required Materials, Labor, and Equipment required for the construction of the
25 chosen option.
- 26 • Two (2) Year Warranty for Workmanship and Materials except where the manufacturer
27 offers a period greater than two (2) years.
- 28 • Legal and Documented Disposal of all materials from demolition activities.
- 29 • Any and All Personal Protection for workers shall be part of the base cost proposal.

30
31 **Allowance:**
32

33 An allowance of \$100,000 is established for this project for reimbursements as defined above
34 and for those items, the Owner determines use is suitable. The unused allowance shall be
35 credited to the owner at 100 %. The allowance is not guaranteed to be expended, as such
36 Contractors should not base bid strategies that those fees will be paid.

37 **Basis of Award:**

38 The basis of the award shall be based on the lowest lump sum cost combined with well-
39 defined and detailed proposals for both options one (1) and two (2). These options are
40 temporary facility-related and should provide economical solutions to the temporary
41 development of a warm vehicle storage area based on the program established herein. The
42 proposal that clearly defines a program at the lowest cost possible shall be accepted.



1 **Bid Form:**

2 Bids shall be submitted in a format that the Contractor is comfortable with presenting,
3 however, there shall be a cover sheet that clearly outlines the cost of each option which shall
4 include the value of the \$100,000.00 allowance. The proposal shall also include a list of
5 proposed team members engaged in the project.

6

7 **Best of Luck and Thank You!**

8

DRAFT AIA® Document A104™ - 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

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

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

« Providence Public Building Authority »

« »

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

« » « » »

« »

« »

« »

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

« »

« »

« »

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

« »

»

« »

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.



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

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

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

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, as listed in Article 6 of this Agreement or reasonably inferable by the Contractor from the Contract Documents as necessary to produce the results intended by the Contract Documents, to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION – See EXHIBIT A, Project Schedule

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work: The Contractor shall achieve Substantial Completion including, without limitation, the completion of any so-called punch list items reasonably soon thereafter, but in no event longer than fourteen (14) days following Substantial Completion. TIME IS OF THE ESSENCE.

(Check the appropriate box and complete the necessary information.)

Not later than () weeks from the date of commencement of the Work. Project Schedule attached hereto as **EXHIBIT A**.

By the following date:

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

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

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5. N/A

ARTICLE 3 CONTRACT SUM

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

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

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

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

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

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

«See Contractor's Proposal dated _____, EXHIBIT B»

§ 3.2.2 Unit prices, if any: See Contractor's Proposal dated _____, EXHIBIT B
(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

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

Unit prices shall be complete and include without limitation:

- (i) All materials, equipment, labor, delivery, installation, overhead and profit; and
- (ii) Any other costs or expenses in connection with or incidental to the performance of the portion of the work to which such unit prices apply.

§ 3.2.3 Allowances, if any, included in the stipulated sum: See Contractor's Proposal dated _____, EXHIBIT B
(Identify each allowance.)

Item	Price
------	-------

The allowance amounts are complete and include without limitation:

- (i) All materials, equipment, labor, delivery, installation, overhead and profit; and
- (ii) Any other costs or expenses in connection with or incidental to the performance of that portion of the work to which such allowance applies.

§ 3.3 Cost of the Work Plus Contractor's Fee N/A

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

§ 3.3.2 The Contractor's Fee:

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

« »

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price N/A

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

§ 3.4.2 The Contractor's Fee:

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

« »

§ 3.4.3 Guaranteed Maximum Price N/A

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

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

« »

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

« N/A »

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

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

§ 3.4.3.4 Allowances: See Contractor's Proposal dated attached as EXHIBIT B.
(Identify each allowance.)

Item	Price
------	-------

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

«N/A »

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any: N/A
(Insert terms and conditions for liquidated damages, if any.)

« »

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

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

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

« »

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the «30th » day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the «30th » day of the « following » month. If an Application for Payment is received by the Architect after the date fixed above, payment

shall be made by the Owner not later than «Thirty» («30») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

« Five Percent (5%) »

In addition to the aforesaid retainage, all payments shall be reduced by Three (3%) Percent pursuant to RIGL 44-1-6 (non-resident contractors tax withholding), if applicable.

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

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

« 1 » % «(one percent)»

§ 4.1.6 In addition to other required items, each Application for Payment shall be accompanied by:

(i) With each Application for Payment, a completed Partial Release of Lien as noted in EXHIBIT D.

§ 4.1.7 Applications for Payment shall be pursuant to AIA Document G702 and G703, attached hereto as EXHIBIT C.

§ 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
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.
- .4 a copy of duly executed Final Releases by the Contractor and its subcontractors, see EXHIBIT D;
- .5 copies of all documentation to the Owner including, but not limited to, warranties, manufacturer's instructions and any other documentation in relation to all systems including, but not limited to, HVAC, plumbing, windows, and all other required documents pursuant to the Contract between the parties.

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

« »

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 21.6 of this Agreement

Litigation in a court of competent jurisdiction

Other *(Specify)*

« »

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

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS – See EXHIBIT LIST dated the day of in the year 2022 with Exhibits A through , which is incorporated herein.

§ 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 A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

« N/A »

§ 6.1.3 The Supplementary and other Conditions of the Contract: N/A

Document	Title	Date	Pages

§ 6.1.4 The Specifications:

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

« See Contractor’s Proposal and Specifications dated (See EXHIBIT B) »

Section	Title	Date	Pages

§ 6.1.5 The Drawings:

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

«See Architectural Drawings dated , copies of which are attached hereto as EXHIBIT E_ »

Number	Title	Date

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
None		

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

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents: N/A

- .1 Other Exhibits:
(Check all boxes that apply.)

[« »] Exhibit A, Determination of the Cost of the Work.

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

« »

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

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

§ 7.2 The Contract

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

§ 7.3 The Work

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

§ 7.4 Instruments of Service

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

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or

distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6

§ 7.7

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier.

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1

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

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

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals,

easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

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

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

§ 8.4 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the work.

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 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

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

§ 9.1.4 The Contractor shall comply with all applicable federal, state and local laws, statutes, rules, codes, ordinances and regulations.

§ 9.2 Supervision and Construction Procedures

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

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

§ 9.3 Labor and Materials

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

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

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

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

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

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

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

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

§ 9.7 Allowances

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

§ 9.8 Contractor's Construction Schedules See EXHIBIT A_

§ 9.8.1 The Contractor, upon execution of this Agreement, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

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

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 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. CONTRACTOR IS AWARE THAT ADJACENT TO THE PREMISES UNDER THE SCOPE OF WORK PURSUANT TO THIS CONTRACT, CONTRACTOR SHALL PROVIDE ANY AND ALL SAFETY TECHNIQUES AND PRECAUTIONS TO PROTECT THE ADJACENT AREA AND THE PUBLIC AND EMPLOYEES OF THE OWNER.

§ 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 and 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 Access to Work

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

§ 9.14 Royalties, Patents and Copyrights

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

copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

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

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

ARTICLE 10 ARCHITECT

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

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

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

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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

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

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

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

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

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

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. This section should only apply for out-of-scope work whereby separate contractors are retained by the Owner.

§ 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.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive. Agreement on any Change Order shall constitute a final settlement and release of all claims by the Contractor relating to the changed work that is subject to the Change Order including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Contract Schedule including any and all claims of the Contractor to the date of the Change Order. In the event that the Owner has any claims

against the Contractor, the Owner shall notify the Contractor in writing by the 30th day of each month during construction.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order. Contractor's overhead and profit on any change shall be limited to Ten (10%) Percent.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

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

ARTICLE 14 TIME

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

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

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

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) 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 (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. Contractor's Schedule of Values is noted in **EXHIBIT G** attached hereto.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2

§ 15.3.3 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.

§ 15.3.4 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.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and 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.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers 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 repeated failure to carry out the Work in accordance with the Contract Documents;
- .8 failure to provide Owner with Partial or Final Releases.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

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

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

§ 15.5.3 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.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 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.

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

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

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the 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.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 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.

§ 15.7.3 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;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or 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 the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY – Contractor's Safety Program is attached hereto as EXHIBIT J

§ 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, a Subcontractor, or a Sub-subcontractor; 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. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. 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 notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property

(other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 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 – SEE EXHIBIT H

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

« »

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «One Million Dollars » (\$ «1,000,000 ») each occurrence, «Two Million Dollars » (\$ «2,000,000 ») general aggregate, and «Two Million Dollars » (\$ «2,000,000 ») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than «One Million Dollars » (\$ «1,000,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at Rhode Island statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than «One Million Dollars » (\$ «1,000,000 ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « Two Million Dollars » (\$ «2,000,000 ») per claim and « » (\$ « ») in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « Two Million Dollars » (\$ «2,000,000 ») per claim and «Two Million Dollars » (\$ «2,000,000 ») in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy. **THE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN ENDORSEMENT FOR ADDITIONAL INSURED COVERAGE.**

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
Umbrella Liability	\$5,000,000

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

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

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance

proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Owner N/A

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

§ 17.3 Performance Bond and Payment Bond SEE EXHIBIT I

§ 17.3.1 The Owner shall require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

The Contractor shall provide the necessary Performance and Payment Bonds, i.e. statutory bonds pursuant to R.I.G.L. 37-12-1 and 37-13-14. Any bond shall be with a surety noted in the United States Federal Register of Sureties.

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

ARTICLE 18 CORRECTION OF WORK

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

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

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

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

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

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

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

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 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 Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

« **Brian F. Byrnes – Deputy Superintendent of Parks** »
« **Roger Williams Park – Dalrymple Boathouse** »
« **1000 Elmwood Avenue** »
« **Providence, RI 02905** »

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

«
»

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 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' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

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

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

« »

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 DELETED

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 3 days after occurrence of the event giving rise to such Claim or within 3 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, 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 21.3.

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

§ 21.5 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered pursuant to the Rhode Island Public Works Arbitration Act, 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.

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

§ 21.7 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 22 EXHIBIT LIST

§ 22.1 Exhibit List. See Exhibit List attached hereto.

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

**PROVIDENCE PUBLIC BUILDING
AUTHORITY**

OWNER (Signature)

Ron Crosson, Chairman
(Printed name and title)

CONTRACTOR (Signature)

« »
(Printed name and title)

EXHIBIT LIST

**In Relation to
AIA Document A104 - 2017
Dated**

**by and between
PROVIDENCE PUBLIC BUILDING AUTHORITY, Owner
and
, Contractor**

Project:

EXHIBIT A	Project Schedule
EXHIBIT B	Contractor's Proposal and Specifications
EXHIBIT C	Applications for Payment (AIA G702 and G703)
EXHIBIT D	Partial Release of Lien Final Release of Lien
EXHIBIT E	Drawings
EXHIBIT F	Addenda - None
EXHIBIT G	Schedule of Values
EXHIBIT H	Insurance and Bonds
EXHIBIT I	Performance and Payment Bond
EXHIBIT J	Contractor's Safety Program

Application and Certificate for Payment

TO OWNER:

PROJECT:

APPLICATION NO: 001

FROM
CONTRACTOR:

VIA
ARCHITECT:

PERIOD TO:
CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, AIA Document G703, Continuation Sheet, is attached.

- 1. ORIGINAL CONTRACT SUM..... \$0.00
- 2. NET CHANGE BY CHANGE ORDERS..... \$0.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2)..... \$0.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)..... \$0.00
- 5. RETAINAGE:
 - a. 0 % of Completed Work (Column D + E on G703): \$0.00 = \$0.00
 - b. 0 % of Stored Material (Column F on G703): \$0.00 = \$0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703)..... \$0.00

- 6. TOTAL EARNED LESS RETAINAGE..... \$0.00
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$0.00
(Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE..... \$0.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE..... \$0.00
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, it believes the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which Certificates for Payment were issued and payments received from the Owner, and that the amount shown herein is now due.

By: _____ Date: _____

State of: _____
County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the information in this application, the Architect certifies to the Owner that to the best of the Architect's knowledge and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount certified.

AMOUNT CERTIFIED.....
(Attach explanation if amount certified differs from the amount applied. Initial all applications and on the Continuation Sheet that are changed to conform with the amount certified.)

By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the named herein. Issuance, payment and acceptance of payment are without prejudice to the Contractor or Contractor under this Contract.

AIA, the AIA logo, and the AIA Document G702-1992 are registered trademarks of the American Institute of Architects, 1735 M Street, N.W., Washington, D.C. 20036. Copyright © 1992 by the American Institute of Architects. All rights reserved. AIA Document G702-1992 is a contract form published by the American Institute of Architects. It is not to be construed as a contract document. It is to be used in conjunction with the AIA Contract Documents, AIA Document G703, Continuation Sheet, and AIA Document G704, Addendum to Contract Documents. AIA Document G702-1992 is a contract form published by the American Institute of Architects. It is not to be construed as a contract document. It is to be used in conjunction with the AIA Contract Documents, AIA Document G703, Continuation Sheet, and AIA Document G704, Addendum to Contract Documents.

PARTIAL RELEASE

WHEREAS, the undersigned subcontractor supplied labor, materials, equipment and/or services to the general contractor, _____, relative to improvements made to the property owned by **Providence Public Building Authority** and/or the **City of Providence**, which project was located at a street address of _____.

NOW, THEREFORE, the undersigned for and in consideration of payment in the amount of \$ _____, (for monies due Contractor through and including month/day/year) contingent upon the receipt of said payment, does hereby waive and release any and all actions, claims, demands, liens or bond claims against _____, its surety, the project, the **Providence Public Building Authority** and the **City of Providence** and the property described herein whether arising at law, in equity or under the Mechanic's Lien law in the State of Rhode Island, which subcontractor has or may have against _____, its surety, the project and the property described herein on account of labor, materials, equipment and/or services furnished for use at the project as of the date of the execution of this document.

Upon presenting this signed waiver to _____, the above payment will be issued to the subcontractor in accordance with the terms of the subcontract agreement.

The undersigned warrants that all costs for labor, materials, equipment and/or services incurred by subcontractor or its employees, consultants, sub-subcontractors, suppliers and all tiers have been paid or will be paid out of these proceeds by the undersigned. The subcontractor warrants that no obligations, legal, equitable, or otherwise will be owed to any person arising out of or from subcontractor's work on the project that will not be satisfied by the payment set forth above for all work, labor, materials, equipment and/or services performed by or furnished to subcontractor on the project up to and inclusive of the date this document is executed.

Exempt from release are any retained amounts being withheld pursuant to the subcontract agreement on account of labor, materials, equipment and/or services furnished by subcontractor on the project.

(Name of Subcontractor)

By:

(Name and Title)

STATE OF RHODE ISLAND

COUNTY OF _____

Subscribed and sworn to before me on this _____ day of _____, 2022.

NOTARY PUBLIC

My Commission Expires: _____

FINAL RELEASE

WHEREAS, the undersigned Contractor supplied labor, materials, equipment and/or services to the **Providence Public Building Authority** and the **City of Providence**, relative to improvements made to the property owned by **Providence Public Building Authority** and/or the **City of Providence**, which project was located at the street address of

_____.

NOW, THEREFORE, the undersigned for and in consideration of the final payment in the amount of \$ _____, (for monies due Contractor through and including month/day/year) contingent upon the receipt of said payment, does hereby unconditionally and irrevocably waives and releases any and all actions, claims, demands, liens or other claims whatsoever against the **Providence Public Building Authority** and the **City of Providence**, the Project or the property whether arising at law, in equity or under the Mechanic's Lien law in the State of Rhode Island, which Contractor has or may have against the **Providence Public Building Authority** and the **City of Providence** or the property on account of labor, materials, equipment and/or services furnished for use at the project as of the date of the execution of this document.

The undersigned warrants that all costs for labor, materials, equipment and/or services incurred by Contractor or its employees, consultants, subcontractors, sub-subcontractors, suppliers and all tiers have been paid or will be paid out of these proceeds by the undersigned. The Contractor warrants that no obligations, legal, equitable, or otherwise will be owed to any person arising out of or from Contractor's work on the project that will not be satisfied out of the full and final payment set forth above for all work, labor, materials, equipment and/or services

performed by or furnished to Contractor on the project up to and inclusive of the date this document is executed.

Contractor agrees to indemnify, defend and hold harmless the **Providence Public Building Authority** and the **City of Providence** from any claim, lien, damage, cost or expense brought by any employee, agent or consultant of Contractor, any subcontractor or lower tier subcontractor, and any material supplier relating to any labor, material and/or equipment furnished, supplied or performed for, or on behalf of the Contractor or the project to which payment was made to Contractor for the work performed.

By:

(Name and Title)

STATE OF RHODE ISLAND

COUNTY OF _____

Subscribed and sworn to before me on this _____ day of _____, 2022.

NOTARY PUBLIC
My Commission Expires: _____

PARTIAL RELEASE

WHEREAS, the undersigned Contractor supplied labor, materials, equipment and/or services to the **Providence Public Building Authority** and the **City of Providence**, relative to improvements made to the property owned by **Providence Public Building Authority** and/or the **City of Providence**, which project was located at the street address of

_____.

NOW, THEREFORE, the undersigned for and in consideration of payment in the amount of \$ _____, (for monies due Contractor through and including month/day/year) contingent upon the receipt of said payment, does hereby unconditionally and irrevocably waives and releases any and all actions, claims, demands, liens, damages, or any and all claims whatsoever against the **Providence Public Building Authority** and the **City of Providence**, the Project or the property whether arising at law, in equity or under the Mechanic's Lien law in the State of Rhode Island, which Contractor has or may have against the **Providence Public Building Authority** and the **City of Providence** or the property on account of labor, materials, equipment and/or services furnished for use at the project as of the date of the execution of this document. This Release does not release any pending change orders or retainage due or to become due to Contractor nor does this Release release any of the following items: _____.

The undersigned warrants that all costs for labor, materials, equipment and/or services incurred by Contractor or its employees, consultants, subcontractors, sub-subcontractors, suppliers and all tiers have been paid or will be paid out of these proceeds by the undersigned. The Contractor warrants that no obligations, legal, equitable, or otherwise will be owed to any person arising out of or from Contractor's work on the project that will not be satisfied by the

payment set forth above for all work, labor, materials, equipment and/or services performed by or furnished to Contractor on the project up to and inclusive of the date this document is executed.

Contractor agrees to indemnify, defend and hold harmless the **Providence Public Building Authority** and the **City of Providence** from any claim, lien, damage, cost or expense brought by any employee, agent or consultant of Contractor, any subcontractor or lower tier subcontractor, and any material supplier relating to any labor, material and/or equipment furnished, supplied or performed for, or on behalf of the Contractor or the project to which payment was made to Contractor for the work performed.

By:

(Name and Title)

STATE OF RHODE ISLAND

COUNTY OF _____

Subscribed and sworn to before me on this _____ day of _____, 2022.

NOTARY PUBLIC

My Commission Expires: _____

FINAL RELEASE

WHEREAS, the undersigned subcontractor supplied labor, materials, equipment and/or services to the general contractor, _____, relative to improvements made to the property owned by **Providence Public Building Authority** and/or the **City of Providence**, which project was located at a street address of

_____.

NOW, THEREFORE, the undersigned for and in consideration of the final payment in the amount of \$ _____, contingent upon the receipt of said payment, does hereby unconditionally and irrevocably waive and release any and all actions, claims, demands, liens or bond claims against _____, its surety, the project, the **Providence Public Building Authority** and the **City of Providence** and the property described herein whether arising at law, in equity or under the Mechanic's Lien law in the State of Rhode Island, which subcontractor has or may have against _____, its surety, the project and the property described herein on account of labor, materials, equipment and/or services furnished for use at the project, whether known or unknown by the subcontractor as of the date of the execution of this document.

Upon presenting this signed waiver to _____, the above payment will be issued to the subcontractor in accordance with the terms of the subcontract agreement.

The undersigned warrants that all costs for labor, materials, equipment and/or services incurred by subcontractor or its employees, consultants, sub-subcontractors, suppliers and all tiers have been paid or will be paid out of these proceeds by the undersigned. The subcontractor warrants that no obligations, legal, equitable, or otherwise will be owed to any person arising out of or from subcontractor's work on the project that will not be satisfied out of the full and final

payment set forth above for all work, labor, materials, equipment and/or services performed by or furnished to subcontractor on the project up to and inclusive of the date this document is executed.

This final release does not extinguish and is subject to subcontractor's warranty and contractual obligations set forth in its contract and/or agreement with _____.

(Name of Subcontractor)

By:

(Name and Title)

STATE OF RHODE ISLAND
COUNTY OF _____

Subscribed and sworn to before me on this _____ day of _____, 2022.

NOTARY PUBLIC
My Commission Expires: _____

PROJECT INFORMATION

Project: PPBA Providence

Project #: 7665.01

Location: 60 Ernest Street, Providence, RI

**Borehole: ESMB-01**

Depth (ft)	Symbol	Lithology Description	PID	
0		Light brown to black, damp, loose, fine SAND, some silt, fill material, asphalt 0-3", black layer 2-3'	ND	Backfilled to Surface with Native Material
2			ND	
4		Light brown, damp, dense, fine SAND, some silt	0.6	
6			ND	
8		Light brown, moist, dense, SILT and CLAY	ND	
10			0.9	
12		Brown, damp, medium dense, fine SAND, some silt	ND	
14			ND	
16		Brown, wet, medium dense, fine SAND, some silt	ND	
18			ND	
20		Brown, wet, dense, fine SAND, some silt, trace clay	ND	
22				
24				
26				

DRILLING INFORMATION

Driller: Technical Drilling Services

Method: Direct Push

Sample type: 60" acetate liner

Date: 4/4/2022

Geologist: Daniel DiFrancesco

BOREHOLE COMPLETION DETAILS

Borehole Depth: 25'

Approximate Water Table: 18.5'

ADDITIONAL INFORMATION

Sampling Interval: Sample collected from 17.5-20' for laboratory analysis of total petroleum hydrocarbons (TPH), Resource Conservation and Recovery Act (RCRA) 8 Metals (Metals), Polycyclic Aromatic Hydrocarbons (PAHs).

PROJECT INFORMATION

Project: PPBA Providence

Project #: 7665.01

Location: 60 Ernest Street, Providence, RI

**Borehole: ESMB-02**

Depth (ft)	Symbol	Lithology Description	PID (ppm)	
0		Gray, damp, dense, fine SAND, some silt, asphalt 0-3"	ND	Backfilled to Surface with Native Material
2			ND	
4		Gray, damp, dense, fine SAND, some silt	ND	
6			ND	
8		Gray, damp, dense, fine SAND, some silt, trace clay (15-16')	ND	
10			ND	
12		Gray, damp, loose, fine SAND, some silt	ND	
14			ND	
16		Gray, wet, very dense, fine SAND, some silt	ND	
18			ND	
20		Gray, wet, very dense, SILT and CLAY	ND	
22			ND	
24				
26				

DRILLING INFORMATION

Driller: Technical Drilling Services

Method: Direct Push

Sample type: 60" acetate liner

Date: 4/4/2022

Geologist: Daniel DiFrancesco

BOREHOLE COMPLETION DETAILS

Borehole Depth: 25'

Approximate Water Table: 19'

ADDITIONAL INFORMATION

Sampling Interval: Sample collected from 20-22.5' for laboratory analysis of TPH, Metals, PAHs, and Volatile Organic Compounds (VOCs).

PROJECT INFORMATION

Project: PPBA Providence

Project #: 7665.01

Location: 60 Ernest Street, Providence, RI

**Borehole: ESMB-03**

Depth (ft)	Symbol	Lithology Description	PID (ppm)	
0		Black, damp, dense, fine SAND, some silt, trace clay, fill material, asphalt 0-3"	ND	Backfilled to Surface with Native Material
2			3	
4		Light brown, damp, loose, fine SAND, some silt	ND	
6			ND	
8		Light brown, damp, loose, fine SAND, some silt	ND	
10			ND	
12		Light brown, damp, loose, fine SAND, some silt, trace clay	ND	
14			ND	
16		Light brown, moist, very dense, SILT and CLAY	ND	
18			ND	
20		Light brown, wet, medium dense, fine SAND, some silt	ND	
22			ND	
24			ND	
26				

DRILLING INFORMATION

Driller: Technical Drilling Services

Method: Direct Push

Sample type: 60" acetate liner

Date: 4/4/2022

Geologist: Daniel DiFrancesco

BOREHOLE COMPLETION DETAILS

Borehole Depth: 25'

Approximate Water Table: 19'

ADDITIONAL INFORMATION

Sampling Interval: Samples collected from 2.5-5' for laboratory analysis of TPH, Metals, PAHs, VOCs, and Polychlorinated Biphenyls (PCBs).

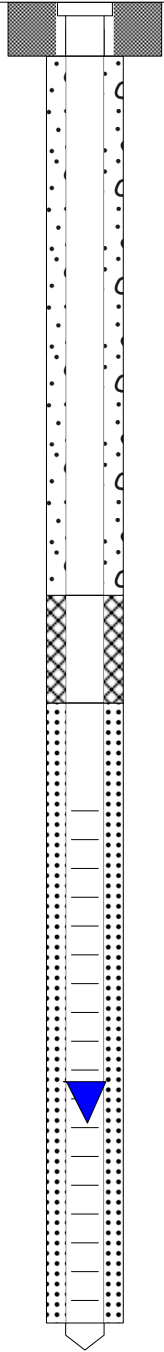
PROJECT INFORMATION

Project: PPBA Providence
Project #: 7665.01
Location: 60 Ernest Street, Providence, RI



Borehole: ESMB-04/ESM-01

Depth (ft)	Symbol	Lithology Description	PID (ppm)	Well Completion Details
0	[Dotted pattern]	Dark brown, damp, loose, fine SAND, some silt, trace coarse gravel, fill material	ND	Flushed Mounted Roadbox
2			ND	Native Backfill to Surface
4	[Dotted pattern]	Dark to light brown, damp, medium dense, fine SAND, some silt, black layer at 8'	0.6	Bentonite (11-13')
6			ND	
8	[Dotted pattern]	Gray, damp, loose, fine SAND, some silt	0.9	Silica Sand (13-25')
10			ND	
12	[Dotted pattern]	Gray to light brown, damp, loose, fine SAND, some silt	ND	Approximate Water Table
14			ND	
16	[Dotted pattern]	Light brown, wet, medium dense, fine SAND, some silt	ND	
18			ND	
20	[Dotted pattern]		ND	
22			ND	
24	[Dotted pattern]		ND	
26			ND	



DRILLING INFORMATION
Driller: Technical Drilling Services
Method: Direct Push
Sample type: 60" acetate liner
Date: 4/4/2022
Geologist: Daniel DiFrancesco

WELL COMPLETION DETAILS
Well depth: 25'
Well diameter: 2" PVC
Screen interval: 15-25'
Screen slot size: 0.010"
Approximate Water Table: 20.5'

ADDITIONAL INFORMATION
Sampling Interval: Samples collected from 2.5-5' for laboratory analysis of TPH, Metals, PAHs, VOCs, and PCBs.

PROJECT INFORMATION

Project: PPBA Providence

Project #: 7665.01

Location: 60 Ernest Street, Providence, RI

**Borehole: ESMB-05**

Depth (ft)	Symbol	Lithology Description	PID (ppm)	
0		Dark brown, dry, loose, fine SAND, some silt, little coarse gravel, fill material (brick), layers of black	ND	Backfilled to Surface with Native Material
2			ND	
4		Dark brown, damp, loose, fine SAND, some silt	ND	
6			0.3	
8		Light brown, damp, loose, fine SAND, some silt	ND	
10			ND	
12		Gray, damp, very loose, fine SAND, some silt, trace clay	ND	
14			ND	
16		Gray, wet, medium dense, fine SAND, some silt	ND	
18			ND	
20			ND	
22			ND	
24				
26				

DRILLING INFORMATION

Driller: Technical Drilling Services

Method: Direct Push

Sample type: 60" acetate liner

Date: 4/4/2022

Geologist: Daniel DiFrancesco

BOREHOLE COMPLETION DETAILS

Borehole Depth: 25'

Approximate Water Table: 22'

ADDITIONAL INFORMATION

Sampling Interval: Samples collected from 2.5-5' for laboratory analysis of TPH, Metals, and PAHs.

PROJECT INFORMATION

Project: PPBA Providence

Project #: 7665.01

Location: 60 Ernest Street, Providence, RI

**Borehole: ESMB-06**

Depth (ft)	Symbol	Lithology Description	PID (ppm)	
0		Dark brown to black, damp, loose, fine SAND, some silt, little coarse gravel, fill material	ND	Backfilled to Surface with Native Material
2			ND	
4		Brown, damp, loose, fine SAND, some silt, little coarse gravel	ND	
6			0.3	
8		Light brown, damp, medium dense, fine SAND, some silt, little coarse gravel	ND	
10			ND	
12		Light brown, damp, medium dense, SILT and CLAY	ND	
14		Light brown, damp, medium dense, fine SAND, some silt, little coarse gravel	ND	
16		Light brown, damp, loose, fine SAND, some silt	ND	
18			ND	
20		Light brown, wet, medium dense, fine SAND, some silt	ND	
22			ND	
24				
26				

DRILLING INFORMATION

Driller: Technical Drilling Services

Method: Direct Push

Sample type: 60" acetate liner

Date: 4/4/2022

Geologist: Daniel DiFrancesco

BOREHOLE COMPLETION DETAILS

Borehole Depth: 25'

Approximate Water Table: 23.5'

ADDITIONAL INFORMATION

Sampling Interval: Samples collected from 0-5' for laboratory analysis of TPH, Metals, and PAHs.

PROJECT INFORMATION

Project: PPBA Providence

Project #: 7665.01

Location: 60 Ernest Street, Providence, RI

**Borehole: ESMB-07/ESM-02**

Depth (ft)	Symbol	Lithology Description	PID (ppm)	Well Completion Details
0	[Dotted pattern]	Black to gray, damp, loose, fine SAND, some silt, fill material (brick)	ND	Flush Mounted Roadbox
2			ND	
4	[Dotted pattern]	Light brown, damp, loose, fine SAND, some silt, fill material (brick)	ND	Native Backfill to Surface
6			ND	
8	[Dotted pattern]	Light brown, damp, loose, medium sand, some silt, little coarse gravel	ND	Bentonite (11.5-13')
10			ND	
12	[Dotted pattern]	Light brown, damp, medium dense, fine SAND, some silt, trace clay	ND	Approximate Water Table
14			ND	
16	[Dotted pattern]	Light brown, damp, loose, fine SAND, some silt	ND	Silica Sand (13-25')
18			ND	
20	[Horizontal line pattern]	Light brown, wet, very dense, SILT and CLAY	ND	
22			ND	
24	[Horizontal line pattern]		ND	
26				

DRILLING INFORMATION

Driller: Technical Drilling Services

Method: Direct Push

Sample type: 60" acetate liner

Date: 4/4/2022

Geologist: Daniel DiFrancesco

WELL COMPLETION DETAILS

Well depth: 25'

Well diameter: 2" PVC

Screen interval: 15-25'

Screen slot size: 0.010"

Approximate Water Table: 19.5'

ADDITIONAL INFORMATION

Sampling Interval: Samples collected from 0-5' for laboratory analysis of TPH, Metals, PAHs, and PCBs.

PROJECT INFORMATION

Project: PPBA Providence

Project #: 7665.01

Location: 60 Ernest Street, Providence, RI

**Borehole: ESMB-08/ESM-03**

Depth (ft)	Symbol	Lithology Description	PID (ppm)	Well Completion Details
0	[Dotted pattern]	Black to dark brown, damp, medium dense, fine SAND, some silt, fill material (brick)	ND	Flush Mounted Roadbox
2			0.5	
4	[Dotted pattern]	Light brown, moist, medium dense, fine SAND, some silt, little clay	0.3	Native Backfill to Surface
6			ND	
8			ND	
10	[Dotted pattern]	Light brown, damp, medium dense, fine SAND, some silt	0.1	Bentonite (12-13.5')
12			ND	
14	[Dotted pattern]	Light brown, moist, dense, fine SAND, some silt, little clay	ND	Approximate Water Table
16			ND	
18	[Dotted pattern]	Light brown, wet, medium dense, fine SAND, some silt	ND	Silica Sand (13.5-25')
20			ND	
22	[Dotted pattern]		ND	
24			ND	
26				

DRILLING INFORMATION
 Driller: Technical Drilling Services
 Method: Direct Push
 Sample type: 60" acetate liner
 Date: 4/5/2022
 Geologist: Daniel DiFrancesco

WELL COMPLETION DETAILS
 Well depth: 25'
 Well diameter: 2" PVC
 Screen interval: 15-25'
 Screen slot size: 0.010"
 Approximate Water Table: 18'

ADDITIONAL INFORMATION
 Sampling Interval: Samples collected from 0-5' for laboratory analysis of Metals and PAHs. Samples collected from 17.5-20' for laboratory analysis of TPH and VOCs.

PROJECT INFORMATION

Project: PPBA Providence

Project #: 7665.01

Location: 60 Ernest Street, Providence, RI

**Borehole: ESMB-09/ESM-04**

Depth (ft)	Symbol	Lithology Description	PID (ppm)	Well Completion Details
0			0.1	Flush Mounted Roadbox
2		Black to brown, damp, medium dense, fine SAND, some silt, little coarse gravel, fill material	ND	Native Backfill to Surface
4			ND	
6			ND	
8		Light brown, damp, dense, fine SAND, some silt	ND	Bentonite (12-13.5')
10			ND	
12			ND	
14		Light brown, damp, medium dense, fine SAND, some silt	0.1	Approximate Water Table
16			0.1	
18			0.1	
20		Light brown, wet, loose, medium to fine SAND, little silt	0.2	Silica Sand (13.5-25')
22			ND	
24			ND	
26				

DRILLING INFORMATION

Driller: Technical Drilling Services

Method: Direct Push

Sample type: 60" acetate liner

Date: 4/5/2022

Geologist: Daniel DiFrancesco

WELL COMPLETION DETAILS

Well depth: 25'

Well diameter: 2" PVC

Screen interval: 15-25'

Screen slot size: 0.010"

Approximate Water Table: 18'

ADDITIONAL INFORMATION

Sampling Interval: Samples collected from 0-5' for laboratory analysis of TPH, Metals, PAHs, VOCs, and PCBs.

PROJECT INFORMATION

Project: PPBA Providence

Project #: 7665.01

Location: 60 Ernest Street, Providence, RI

**Borehole: ESMB-10/ESM-05**

Depth (ft)	Symbol	Lithology Description	PID (ppm)	Well Completion Details	
0				Flushed Mounted Roadbox	
2		Black to dark brown, damp, loose, fine SAND, some silt, little coarse gravel, fill material	ND	Native Backfill to Surface	
4			ND		
6		Dark brown, moist, loose, fine SAND, some silt, little coarse gravel	ND	Bentonite (6.5-8')	
8			ND		
10		Light brown, damp, loose, fine SAND, some silt	0.1	Approximate Water Table	
12			ND		
14		Light brown, moist, medium dense, fine SAND, some silt	1.3		
16			77.1		
18		Dark black to gray, wet, dense, fine SAND and SILT	124.4		
20			320.5		
22					
24					Silica Sand (8-25')
26					

DRILLING INFORMATION

Driller: Technical Drilling Services

Method: Direct Push

Sample type: 60" acetate liner

Date: 4/5/2022

Geologist: Daniel DiFrancesco

WELL COMPLETION DETAILS

Well depth: 25'

Well diameter: 2" PVC

Screen interval: 10-25'

Screen slot size: 0.010"

Approximate Water Table: 19'

ADDITIONAL INFORMATION

Sampling Interval: Samples collected from 22.5-25' for laboratory analysis of TPH, Metals, PAHs, VOCs, and PCBs.

PROJECT INFORMATION

Project: PPBA Providence

Project #: 7665.01

Location: 60 Ernest Street, Providence, RI

**Borehole: ESMB-11/ESM-06**

Depth (ft)	Symbol	Lithology Description	PID (ppm)	Well Completion Details
0				Flush Mounted Roadbox
2				
4				
6		Samples Not Collected Due to Backfilling after UST Removal		Native Backfill to Surface
8				
10				
12				
14				
16	[Dotted pattern]	Light brown to gray, damp, medium dense, fine SAND, some silt, little coarse gravel	61.4	Approximate Water Table
18				
20	[Dotted pattern]	Light brown to gray, wet, dense, fine SAND, some silt, trace clay	80	
22				
24	[Dotted pattern]	Light brown, wet, dense, fine SAND, some silt, trace clay	73.6	
26				
28	[Dotted pattern]	Light brown, wet, dense, fine SAND, some silt, trace clay	2	
30				
				Silica Sand (12-30')

DRILLING INFORMATION

Driller: Technical Drilling Services

Method: Direct Push

Sample type: 60" acetate liner

Date: 4/5/2022

Geologist: Daniel DiFrancesco

WELL COMPLETION DETAILS

Well depth: 30'

Well diameter: 2" PVC

Screen interval: 15-30'

Screen slot size: 0.010"

Approximate Water Table: 19'

ADDITIONAL INFORMATION

Sampling Interval: Samples collected from 20-22.5' for laboratory analysis of TPH, Metals, PAHs, and VOCs.

Note: No samples analyzed or screened from 0-15'

PROJECT INFORMATION

Project: PPBA Providence

Project #: 7665.01

Location: 60 Ernest Street, Providence, RI

**Borehole: ESMB-12/ESM-07**

Depth (ft)	Symbol	Lithology Description	PID (ppm)	Well Completion Details
0	[Dotted pattern]	Light brown, dry, loose, fine SAND, some silt, asphalt 0-1"	ND	Flush Mounted Roadbox
1			ND	Native Backfill to Surface
2	[Dotted pattern]	Light brown, dry, loose, fine to coarse SAND, trace silt	ND	Bentonite (7-8.5')
3			ND	
4	[Dotted pattern]	Light brown damp, loose, fine to coarse SAND, little coarse gravel, trace silt	ND	Approximate Water Table
5			ND	
6	[Dotted pattern]	Light brown, wet, loose, medium SAND, little coarse gravel, trace silt	ND	Silica Sand (8.5-20')
7			ND	
8	[Dotted pattern]		ND	
9			ND	
10	[Dotted pattern]		ND	
11			ND	
12	[Dotted pattern]		ND	
13			ND	
14	[Dotted pattern]		ND	
15			ND	
16	[Dotted pattern]		ND	
17			ND	
18	[Dotted pattern]		ND	
19			ND	
20	[Dotted pattern]		ND	

DRILLING INFORMATION

Driller: Technical Drilling Services

Method: Direct Push

Sample type: 60" acetate liner

Date: 4/6/2022

Geologist: Daniel DiFrancesco

WELL COMPLETION DETAILS

Well depth: 20'

Well diameter: 2" PVC

Screen interval: 10-20'

Screen slot size: 0.010"

Approximate Water Table: 13'

ADDITIONAL INFORMATION

Sampling Interval: Samples collected from 0-5' for laboratory analysis of TPH, Metals, and PAHs.

PROJECT INFORMATION

Project: PPBA Providence

Project #: 7665.01

Location: 60 Ernest Street, Providence, RI

**Borehole: ESMB-13/ESM-08**

Depth (ft)	Symbol	Lithology Description	PID (ppm)	Well Completion Details
0			ND	Flush Mounted Roadbox
2		Light brown, damp, medium dense, fine SAND, some silt	ND	Native Backfill to Surface
4			ND	
6		Light to dark brown, damp, medium dense, fine SAND, some silt	101.7	Bentonite (12-13.5')
8			118.4	
10		Light brown to black, moist, loose, fine SAND, some silt	43.6	Approximate Water Table
12			139.2	
14		Dark brown to black, moist, medium dense, fine SAND, some silt, trace coarse gravel	182.8	Silica Sand (13.5-30')
16			208.4	
18		Black, wet, loose, fine SAND, some silt	133.8	
20			202.3	
22		Black, wet, loose, fine SAND, some silt	156.6	
24			99.7	
26				
28				
30				

DRILLING INFORMATION

Driller: Technical Drilling Services

Method: Direct Push

Sample type: 60" acetate liner

Date: 4/6/2022

Geologist: Daniel DiFrancesco

WELL COMPLETION DETAILS

Well depth: 30'

Well diameter: 2" PVC

Screen interval: 15-30'

Screen slot size: 0.010"

Approximate Water Table: 22'

ADDITIONAL INFORMATION

Sampling Interval: Samples collected from 17.5-20' for laboratory analysis of TPH, Metals, PAHs, VOCs, and PCBs.

PROJECT INFORMATION

Project: PPBA Providence

Project #: 7665.01

Location: 60 Ernest Street, Providence, RI

**Borehole: ESMB-14**

Depth (ft)	Symbol	Lithology Description	PID (ppm)	
0		Light brown, dry, medium dense, fine SAND, some silt, little coarse gravel	ND	Backfilled to Surface with Native Material
2			ND	
4		Light brown, damp, medium dense, fine SAND, some silt	ND	
6			ND	
8			ND	
10			ND	
12		Light brown, wet, dense, fine SAND, some silt, little clay	ND	
14			ND	
16		Light brown, wet, dense, fine SAND, some silt, little coarse gravel	ND	
18			ND	
20			ND	
22			ND	
24				
26				

DRILLING INFORMATION

Driller: Technical Drilling Services

Method: Direct Push

Sample type: 60" acetate liner

Date: 4/6/2022

Geologist: Daniel DiFrancesco

BOREHOLE COMPLETION DETAILS

Borehole Depth: 30'

Approximate Water Table: 18'

ADDITIONAL INFORMATION

Sampling Interval: Samples collected from 0-5' for laboratory analysis of TPH, Metals, and PAHs.

PROJECT INFORMATION

Project: PPBA Providence

Project #: 7665.01

Location: 60 Ernest Street, Providence, RI

**Borehole: ESMB-15**

Depth (ft)	Symbol	Lithology Description	PID (ppm)		
0		Light brown, damp, loose, fine SAND, some silt	ND	Backfilled to Surface with Native Material	
2			ND		
4			ND		
6			ND		
8			ND		
10			ND		
12			ND		
14			ND		
16			Light brown, moist, loose, fine SAND, some silt		ND
18					2.6
20	Light brown, wet, loose, fine SAND, some silt	0.1			
22		0.3			
24					
26					

DRILLING INFORMATION

Driller: Technical Drilling Services

Method: Direct Push

Sample type: 60" acetate liner

Date: 4/6/2022

Geologist: Daniel DiFrancesco

BOREHOLE COMPLETION DETAILS

Borehole Depth: 25'

Approximate Water Table: 23.5'

ADDITIONAL INFORMATION

Sampling Interval: Samples collected for laboratory analysis from 17.5-20' for TPH, Metals, PAHs, and VOCs.

PROJECT INFORMATION

Project: PPBA Providence

Project #: 7665.01

Location: 60 Ernest Street, Providence, RI

**Borehole: ESMB-16**

Depth (ft)	Symbol	Lithology Description	PID (ppm)	
0		Light brown, moist, medium dense, fine SAND, some silt	ND	Backfilled to Surface with Native Material
2			ND	
4		Light brown, moist, dense, fine SAND, some silt	ND	
6			ND	
8		Light brown, moist, dense, fine SAND, some silt, trace coarse gravel	ND	
10			ND	
12		Light brown, wet, dense, fine SAND, some silt	ND	
14			ND	
16		Light brown, wet, dense, fine SAND, some coarse gravel, little silt	ND	
18			ND	
20			ND	
22			ND	
24			ND	
26				

DRILLING INFORMATION

Driller: Technical Drilling Services

Method: Direct Push

Sample type: 60" acetate liner

Date: 4/6/2022

Geologist: Daniel DiFrancesco

BOREHOLE COMPLETION DETAILS

Borehole Depth: 25'

Approximate Water Table: 23'

ADDITIONAL INFORMATION

Sampling Interval: Samples collected for laboratory analysis from 5-10' for TPH, Metals, and PAHs.